



AGENDA

Mason Transit Authority Board Regular Meeting

Tuesday, June 20, 2023 at 4:00 p.m.

Remote Meeting via WebEx

To join by phone: 408-418-9388

Meeting access code 2552 453 1343

(Password) PjJ3hR98u3G

In person attendance:

Mason Transit Authority

MTA Transit-Community Center

Conference Room

601 West Franklin Street

Shelton

1. **CALL TO ORDER** Chair
2. **ROLL CALL AND DETERMINATION OF QUORUM** Chair
3. **PUBLIC COMMENT – *Limit of three (3) minutes per person*** Chair

Public Comment Note: This is the place on the agenda where the public is invited to address the Authority on any transit-related issue. Please keep comments to no more than three minutes.

The Chair will ask for public comments from those present in the meeting room first, followed by those attending virtually. When called, please state your name and preferred contact information for the record. Authority Members and Staff will not enter into a dialogue during public comment but may ask clarifying questions. If the Authority feels an issue requires follow up, Staff will be directed to respond at an appropriate time.
4. **APPROVAL OF AGENDA – ACTION** Chair
5. **CONSENT AGENDA – ACTION** Chair
 - A. Pg. 003: May 16, 2023 Regular Board meeting minutes
 - B. Pg. 006: Check Approval: May 13–June 14, 2023
 - C. Pg. 014: First Amendment to PTD0235-01 – Resolution No. 2023-07 Chair
 - D. Pg. 020: Request to Appoint Citizen Adviser to Finance Committee Chair
6. **CLOSED SESSION: Discuss collective bargaining strategy (exempt from OPMA pursuant to RCW 42.30.140(4)).** Amy
7. **ACTION ITEMS:**

New Business:

 - A. Pg. 021: Actionable: Union Contract for Drivers (Resolution No. 2023-08) Amy
 - B. Pg. 126: Discussion: Transit Development Plan Amy

8. STAFF AND INFORMATIONAL REPORTS

A. Pg. 149: Financial Reports – June, 2023

B. Pg. 155: Management Reports

C. Pg. 159: Operational Statistics

9. COMMENTS BY BOARD

10. UPCOMING MTA BOARD MEETING:

**Mason Transit Authority
Regular Meeting
July 18, 2023 at 4:00 PM**
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

11. ADJOURNMENT

All participants are welcome. The meeting locations are ADA accessible. If you anticipate needing any type of accommodation or have questions about the physical access provided, please call 360-426-9434 in advance. We will make every effort to meet accommodation requests.

**Mason Transit Authority
Minutes of the Regular Board Meeting
May 16, 2023**

Virtually and at

Mason Transit Authority's
Transit-Community Center Conference Room
601 West Franklin Street
Shelton



OPENING PROTOCOL

1. CALL TO ORDER: 4:00 p.m.

2. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present In Person: Eric Onisko, Vice Chair;
Cyndy Brehmeyer, Wes Martin, Randy Neatherlin, Kevin Shutty and Sharon Trask.

Authority Voting Board Member Present via WebEx: John Campbell, Chair; Quorum met.

Authority Voting Board Member Not Present: John Sheridan and Sandy Tarzwell

Authority Non-voting Board Member Present: Zachary Collins, Business Representative, IAM and AW, District Lodge 160.

Citizen Advisor to the Board Present: John Piety

MTA Staff present at T-CC: Amy Asher, General Manager; Jason Rowe, Operations Manager; Paul Bolte, Facilities and Fleet Maintenance Manager; Tyler Hildebrandt, Technical Support Analyst; and Tracy Becht, Clerk of the Authority Board.

Others Present via WebEx: Robert Johnson, Legal Counsel.

3. PUBLIC COMMENT – *No members of the public attended in person or virtually.*

4. APPROVAL OF AGENDA

Moved that the agenda for the May 16, 2023 Mason Transit Authority (MTA) regular board meeting be approved. **Onisko/Trask. Motion carried.**

(Board member Martin arrived at 4:01 p.m.)

5. CONSENT AGENDA

Moved to approve Consent Agenda items A through C as follows:

- A. April 18, 2023 MTA regular Board meeting minutes.
- B. Payments of April 5 through May 12, 2023 financial obligations on checks#37385 through 37498, as presented for a total of \$835,061.74.

- C. Approve Resolution No. 2023-06 regarding the surplus of the temporary telecom cabinet and servers.

Onisko/Trask. Motion carried.

6. ACTION ITEMS –NEW BUSINESS.

- A. Request for Approval of Additional FTEs. Amy Asher, General Manager, spoke of her prior conversation with the Board at its April 18, 2023 meeting relating to requesting an amendment to the 2023 Budget for the purpose of recruiting a Facility Technician and Mechanic and the additional training time that will be necessary to make the transitions seamless. Given the challenges that all transit agencies are having in recruitments in all areas, and not just MTA, Ms. Asher requested an amendment to the previously approved 2023 Budget to include the hiring of two new FTEs in the Maintenance Department so that there would be adequate time for recruitment and CDL training time for the Mechanic position as well as the Facilities Technician. *(Board member Shutty arrived at 4:04, prior to motion being made.)*

Moved that the Mason Transit Authority Board amend the 2023 Budget to include the temporary hiring of two new FTEs in the Maintenance Department for succession planning purposes. **Neatherlin/Martin. Motion carried.**

7. DISCUSSION ITEM

Board members to attend the Washington State Public Transportation Conference. Ms. Asher indicated that the approved 2023 Budget provided for the attendance by two Board members to attend the conference. Ms. Asher was looking for direction as to who would be attending so that she could take care of registrations and make hotel room reservations, etc. as the blocks of rooms are sold out quickly. John Piety expressed interest in attending and Board members agreed it would be good for him to attend. Board members Onisko and Brehmeyer indicated they would be interested but needed to check their calendars first.

8. STAFF REPORTS:

Amy Asher, General Manager, shared that with regard to finance - sales tax is still coming in strong at about 5% over last year. Operating items still under budget and MTA is not yet fully staffed.

Ms. Asher indicated that MTA has a temporary bookkeeper who is wonderful to have processing Accounts Payable and payroll items. MTA has hired Haddon Wulf as its Administration Assistant.

Ms. Asher indicated that MTA's Facilities and Fleet Maintenance Manager, Paul Bolte, would be performing the walk through for the Sanitary Sewer Conversion Project at the Belfair Park & Ride. The costs in connection with the project will be paid from the multiple park & ride grant.

Ms. Asher indicated to the Board that the labor negotiations for the drivers would be commencing with IAM on May 17. Depending on the schedule of the negotiations, a special meeting may need to be pulled together to ratify the contract.

Ms. Asher then asked Paul Bolte, MTA's Facilities and Fleet Maintenance Manager, to provide an update from his team:

Facilities & Fleet: Mr. Bolte shared that he recently attended the Spring Maintenance forum and while there heard all transit agencies are struggling with recruitment and filling positions. He also indicated that the Facilities team is continuing its spring cleaning projects at all the park and rides.

Ms. Asher then requested Jason Rowe, Operations Manager, to provide an update from his team:

Operations: Mr. Rowe shared that a busy summer schedule is ahead with the following events on the horizon:

- Forest Festival Fun Run
- The Ridge Motosports Park/MotoAmerica Superbikes
- Grapeview Art Show
- Hoodstock
- Allyn Days

Each of these events provides an opportunity to showcase MTA's services to the public.

Mr. Rowe also shared that MTA currently has three drivers are in the behind-the-wheel phase of their training. MTA has been assisting Pioneer Elementary School with additional transportation needs. MTA's service and ridership continue to increase in an upward trend. There were also discussions of other possible services to bring back and explore.

9. COMMENTS BY BOARD:

- Board member Shetty commented on the creativity of increasing ridership.

Moved that the meeting be adjourned.

10. ADJOURNED: 4:20 PM

UPCOMING MEETING

BOARD MEETING

Mason Transit Authority

Regular Meeting

June 20, 2023 at 4:00 PM

On-line via WebEx and in person at the

Mason Transit Authority

Transit-Community Center Conference Room

601 West Franklin Street

Shelton

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 5B – *Actionable*
Subject: Check Approval
Prepared by: Jenna Cookston, Finance Administrator
Approved by: Amy Asher, General Manager
Date: June 20, 2023

Summary for Discussion Purposes:

Disbursements:

- LeaseQuery, LLC
 - Check #37507 -\$5,012.70 – LeaseQuery Software and Data base.
- SCJ Alliance
 - Check #37515 - \$ 3,620.00 – Park and Ride Development project.
- Hood Canal Communications
 - Check#37550 - \$15,697.50 – Shelton Matlock Park & Ride Security Cameras.
- Schetky Northwest Sales, Inc.
 - Check#37561 - \$78,470.13 – Toyota Sienna AWD Hybrid.

May Fuel Prices: Diesel \$3.31, Unleaded \$3.49

General Manager Travel Expenditures:

N/A

Check Disbursement Fiscal Impact:

\$752,877.44

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of May 13, 2023, through June 14, 2023, financial obligations on checks #37499 through #37622 as presented for a total of \$752,877.44.



Mason Transit Authority
June 20, 2023, Disbursement Approval


The following checks for the period of May 13, 2023, through June 14, 2023, have been audited and processed for payment by the Finance Administrator in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Accounting Department for review.

Description	Check Numbers	Total Amount
Accounts Payable Checks	37499-37622	752,877.44

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 5/24/2023	37538	201,875.23
Payroll & DRS – 6/7/2023	37575	199,008.97
LeaseQuery LLC	37507	5,012.70
SCJ Alliance	37515	3,620.00
Hood Canal Communications	37550	15,697.50
Schetky10 Northwest Sales, Inc.	37561	78,470.13

Submitted by: 
Jenna Cookston, Finance Administrator

Date: 6/15/23

Approved by: 
Amy Asher, General Manager

Date: 6/15/23

Mason Transit Authority Check Register
 June 2023 Board Report

Activity From 5/13/2023 Through 6/14/2023

Document Date	Check #	Vendor Name	Amount
5/25/2023	37499	Aramark	156.71
5/25/2023	37500	Cascade Natural Gas	3,310.30
5/25/2023	37501	Cummins Northwest, LLC	24.26
5/25/2023	37502	Dobbs Peterbilt - Rochester	1,035.67
5/25/2023	37503	FireTek	130.20
5/25/2023	37504	GORDON TRUCK CENTERS, INC.	185.32
5/25/2023	37505	Industrial Tire Service of Washington Inc.	3,101.41
5/25/2023	37506	Robert W. Johnson, PLLC	1,600.00
5/25/2023	37507	LeaseQuery LLC	5,012.70
5/25/2023	37508	Mason County Garbage, Inc.	900.52
5/25/2023	37509	Mason County PUD #3	3,681.90
5/25/2023	37510	Mountain Mist Water	137.02
5/25/2023	37511	North Mason Chamber of Commerce	995.00
5/25/2023	37512	ODP Business Solutions, LLC	621.18
5/25/2023	37513	O'Reilly Auto Parts	319.85
5/25/2023	37514	Right! Systems, Inc.	4,318.30
5/25/2023	37515	SCJ Alliance	3,620.00
5/25/2023	37516	Seattle Automotive Distributing	21.93
5/25/2023	37517	Smarsh	4.67
5/25/2023	37518	Westbay Auto Parts	718.32
5/25/2023	37519	AWorkSAFE Service, Inc.	476.00
5/25/2023	37520	Washington State Transit Association	115.00
5/25/2023	37521	AIG Retirement	2,087.24
5/25/2023	37522	Belfair Water District #1	86.41
5/25/2023	37523	Corcoran's Lock and Safe, LLC	315.52
5/25/2023	37524	Dobbs Peterbilt - Rochester	193.78
5/25/2023	37525	LegalShield	168.35
5/25/2023	37526	MOHAWK MFG. & SUPPLY	171.37
5/25/2023	37527	O'Reilly Auto Parts	88.98
5/25/2023	37528	Builders FirstSource	13.90
5/25/2023	37529	United Way of Mason County	50.00
5/25/2023	37530	Westbay Auto Parts	0.00
5/25/2023	37531	Whisler Communications	3,026.23
5/24/2023	37532	Aflac	546.28
5/24/2023	37533	AIG Retirement	2,081.57
5/24/2023	37534	District 160	1,753.50
5/24/2023	37535	United Way of Mason County	50.00
5/24/2023	37536	AWC Employee Benefit Trust	101,189.66

Mason Transit Authority Check Register
 June 2023 Board Report

Activity From 5/13/2023 Through 6/14/2023

Document Date	Check #	Vendor Name	Amount
5/24/2023	37538	Mason Transit Authority - ACH Account	201,875.23
6/1/2023	37539	Abila	771.55
6/1/2023	37540	World Kinect Energy Services	24,711.88
6/1/2023	37541	Aramark	156.71
6/1/2023	37542	Berg Marketing Group	3,500.00
6/1/2023	37543	City of Shelton	1,321.87
6/1/2023	37544	Daily Journal of Commerce	379.20
6/1/2023	37545	Dept. of Labor & Industries - Boiler	59.80
6/1/2023	37546	Dobbs Peterbilt - Rochester	1,933.46
6/1/2023	37547	Gillig, LLC	1,309.09
6/1/2023	37548	GORDON TRUCK CENTERS, INC.	72.58
6/1/2023	37549	Health Care Center	150.00
6/1/2023	37550	Hood Canal Communications	15,697.50
6/1/2023	37551	Kitsap Sun	546.00
6/1/2023	37552	LMR Bookkeeping, LLC	4,387.50
6/1/2023	37553	Mason County PUD #3	2,708.91
6/1/2023	37554	Purcor	283.31
6/1/2023	37555	MOHAWK MFG. & SUPPLY	261.18
6/1/2023	37556	Mountain Mist Water	159.22
6/1/2023	37557	O'Reilly Auto Parts	191.16
6/1/2023	37558	Builders FirstSource	50.03
6/1/2023	37559	Ricoh USA, Inc	70.42
6/1/2023	37560	Jason Rowe	110.00
6/1/2023	37561	Schetky Northwest Sales, Inc.	78,470.13
6/1/2023	37562	Seattle Automotive Distributing	110.90
6/1/2023	37563	Mason County Journal	232.50
6/1/2023	37564	The Shoppers Weekly	112.37
6/1/2023	37565	Staples Business Advantage	294.29
6/1/2023	37566	Summit Law Group	1,770.00
6/1/2023	37567	Titus-Will	11.27
6/1/2023	37568	Total Battery & Automotive Supply	94.72
6/1/2023	37569	Tozier Brothers, Inc.	27.81
6/1/2023	37571	Westbay Auto Parts	2,499.93
6/1/2023	37572	Westcare Clinic, Inc.	85.00
6/1/2023	37573	Whisler Communications	198.56
6/9/2023	37574	U.S. Bank	5,722.39
6/7/2023	37575	Mason Transit Authority - ACH Account	199,008.97
6/8/2023	37576	AIG Retirement	2,103.68

Mason Transit Authority Check Register
 June 2023 Board Report

Activity From 5/13/2023 Through 6/14/2023

Document Date	Check #	Vendor Name	Amount
6/8/2023	37577	Allstream	204.95
6/8/2023	37578	World Kinect Energy Services	23,233.24
6/8/2023	37579	American Tire Distributors	5,808.03
6/8/2023	37580	Comcast	264.29
6/8/2023	37581	Northwest Cascade Inc. DBA FloHawks	163.20
6/8/2023	37582	Gillig, LLC	987.89
6/8/2023	37583	Mason County Garbage, Inc.	1,036.59
6/8/2023	37584	Northwest Bus Sales, Inc.	486.06
6/8/2023	37585	Pitney Bowes	288.95
6/8/2023	37586	Right! Systems, Inc.	4,318.30
6/8/2023	37587	The Shoppers Weekly	84.63
6/8/2023	37588	Smarsh	4.67
6/8/2023	37589	Staples Business Advantage	39.67
6/8/2023	37590	Tozier Brothers, Inc.	108.61
6/8/2023	37591	UniFirst	1,127.65
6/8/2023	37592	United Way of Mason County	50.00
6/8/2023	37593	Westbay Auto Parts	399.19
6/8/2023	37594	Whisler Communications	1,896.85
6/8/2023	37595	Washington State Transit Association	75.00
6/13/2023	37596	O'Reilly Auto Parts	5,765.31
6/13/2023	37610	Belfair Water District #1	86.41
6/14/2023	37611	Builders Exchange of Washington Inc	60.00
6/14/2023	37612	Cascade Natural Gas	2,965.14
6/14/2023	37613	Gillig, LLC	125.16
6/14/2023	37614	Robert W. Johnson, PLLC	1,600.00
6/14/2023	37615	Kitsap Transit	1,939.81
6/14/2023	37616	Mason County PUD #3	3,587.14
6/14/2023	37617	Mountain Mist Water	98.09
6/14/2023	37618	Seattle Automotive Distributing	242.78
6/14/2023	37619	Mason County Journal	798.00
6/14/2023	37620	Staples Business Advantage	256.74
6/14/2023	37621	UniFirst	209.52
6/14/2023	37622	Verizon Wireless	807.40
5/24/2023	37537	<i>Spoilage</i>	<i>0.00</i>
6/1/2023	37570	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37597	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37598	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37599	<i>Spoilage</i>	<i>0.00</i>

Mason Transit Authority Check Register
June 2023 Board Report

Activity From 5/13/2023 Through 6/14/2023

Document Date	Check #	Vendor Name	Amount
6/13/2023	37600	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37601	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37602	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37603	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37604	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37605	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37606	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37607	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37608	<i>Spoilage</i>	<i>0.00</i>
6/13/2023	37609	<i>Spoilage</i>	<i>0.00</i>
May Check Totals			<u>\$ 752,877.44</u>

Mason Transit Authority Credit Card Activity
 June 2023 Board Report

		May 2023 Activity	
GL Title	Transaction Description		Expenses
Parts Inventory	Amazon - Fuel Filter Kit	\$	45.36
Parts Inventory	Amazon - Parts		43.14
Parts Inventory	Amazon - Parts		65.91
Parts Inventory	Amazon - Parts		76.76
Parts Inventory	Amazon - Parts		87.65
Parts Inventory	Amazon - Parts		145.49
Parts Inventory	Amazon - Serpentine Belt		43.13
Parts Inventory	ebay - Parts		64.99
Parts Inventory	Muncie Transit (ABC) - Parts		570.95
Parts Inventory	Tractor Supply - Parts		20.60
Publication Fees	Job Target - Facilities Tech Position Ad		249.00
Facility Repair/Maintenance	Amazon - Antibiotic Ointment		5.72
Facility Repair/Maintenance	Amazon - Cleaner		41.22
Facility Repair/Maintenance	Amazon - Cleaning Supplies		86.28
Facility Repair/Maintenance	Amazon - Disposal Container		21.34
Facility Repair/Maintenance	Amazon - Fan		54.28
Facility Repair/Maintenance	Amazon - Flagpole Rope		21.69
Facility Repair/Maintenance	Amazon - Hand Clickers		8.69
Facility Repair/Maintenance	Amazon - Lamps		46.28
Facility Repair/Maintenance	Amazon - Paper Towels		46.60
Facility Repair/Maintenance	Amazon - Sponges		6.50
Facility Repair/Maintenance	Amazon - Towel Dispenser		314.76
Facility Repair/Maintenance	Amazon - Vacuum		174.07
Facility Repair/Maintenance	Repair Clinic - Ratchet Pawl		23.75
Facility Repair/Maintenance	Toziers - Lights		76.14
Operating Supplies	Amazon - Sidewalk Signs		275.56
Shop Supplies	Amazon - Brake Cleaning Kit		58.63
Shop Supplies	Amazon - Rug		57.78
Shop Supplies	Tractor Supply		21.69
IT Equipment	OptiSigns - Android Stick Player		87.89
Water and Sewer	Mason County - Sewer Permit		230.63
Veh License/Registration Fee	Shelton Tabs & Titles - Bus		37.75
Dues, Memberships, Subscriptions	efax		110.13
Dues, Memberships, Subscriptions	Optisigns		108.00
Travel & Meeting Expense MTA	AMPM - Fuel for Labor Relations Conf		37.93
Travel & Meeting Expense MTA	Campbells Lodge - WSTA Clerks Mtg		109.07
Travel & Meeting Expense MTA	Chevron - Fuel for Conf.		49.11
Travel & Meeting Expense MTA	Fred Meyer - Water bottles for Board Mtg.		6.30
Travel & Meeting Expense MTA	Hilton - Chris Wilder		395.37
Travel & Meeting Expense MTA	Hilton - Joe Hutchinson		395.37
Travel & Meeting Expense MTA	Holiday - Fuel for travel		54.20
Travel & Meeting Expense MTA	Red Lion Yakima - Conf Hotel		306.68
Conference Registration	WSTA - Conf Fees		475.00
Conference Registration	WSTA - Paul Conference Fees		475.00
Training / Seminars	CTAA - 3 passes		90.00
Total Credit Card Charges - May		\$	5,722.39



PURCHASE LOG

Name: Amy Asher

Date Submitted

Department: Administration

6/1/2023

Manager's Approval:

John Campbell
DocuSigned by:
8D26C296436D428...

Finance Use Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
5/24/23	Job Target	Facilities Technician Position Ad	\$249.00	Y	50	503030	6/1/2023 <i>(LN)</i>
TOTAL			\$ 249.00				

Don't forget to attach original receipts

Signature *Amy Asher* Date *6/1/23*

I hereby certify under penalty of perjury that this is a true and correct claim for necessary purchases or expenses on behalf of MTA and that no payment has been received by me on account thereof.

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda Item – Item 5C – *Actionable*

Subject: First Amendment to Agreement PTD0235-01

Prepared by: Amy Asher, General Manager

Approved by: Amy Asher, General Manager

Date: June 20, 2023

Background:

The First Amendment to Operating Grant Agreement (CRRSAA Act) PTD0235 (the “First Amendment”) between WSDOT and MTA is included herein. Agreement PTD0235 relates to certain operating expenses identified in the agreement relating to COVID-19 response.

The purpose of the First Amendment is to extend the term of the agreement to read as January 20, 2020 through June 30, 2025. No other terms of the original agreement are being changed or modified.

Legal Counsel has reviewed and approved the First Amendment.

Summary: Approve First Amendment to Agreement PTD0235.

Fiscal Impact:

None.

Staff Recommendation:

Approve

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2023-07 that approves the First Amendment to the CRRSAA Act Operating Grant Agreement PTD0235 and authorizes the General Manager to sign that Agreement.



WSDOT Contact: Elizabeth Safsten
WSDOT E-mail: SafsteE@wsdot.wa.gov
WSDOT Phone: 360-705-6885

Amendment

CRRSAA ACT			
Operating Grant Agreement			
Amendment Number	PTD0235-01	Contractor: Mason County Public Transportation Benefit Area dba Mason Transit Authority	793 E Johns Prairie Rd Shelton, WA 98584-1265
Term of Agreement	January 20, 2020 through June 30, 2025		
Vendor #	911554133		
UEI	GVJSNKK6EFQ3		
ALN # / ALN Name	20.509 Formula Grants for Rural Areas		
Indirect Cost Rate	None		
R & D	No		
Service Area	Mason County	Contact: Amy Asher	
		Email: aasher@masontransit.org	

This is the first AMENDMENT to AGREEMENT PTD0235 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and Mason County Public Transportation Benefit Area (hereinafter referred to as “CONTRACTOR”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITALS

WHEREAS, Federal funding is authorized under the Coronavirus Response and Relief Supplemental Appropriations Act, Public Law No. 116-260, December 27, 2020, and other authorizing legislation that may be enacted; and

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0235 to:

- To extend the agreement term to read as January 20, 2020, through June 30th, 2025
- Awarded amount and Scope of Work and are not affected by the amendment

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0235:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. The funding table under 'Funding by Project' remains unchanged and read as follows:

Funding by Project

Project Title: CRRSAA Related Operating Expenses
UPIN # PTD0235

Scope of Work: Funding is provided to assist with eligible operating expenses necessary to operate, manage, and maintain public transportation services. Operating expenses usually include such costs as driver salaries, fuel, minor capital items directly related to COVID 19, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. Funding can also be used to for administrative leave, such as leave for employees due to reductions in service or leave required for a quarantined worker. Agencies as part of their response to COVID 19 may seek reimbursement for hiring of temporary workers, overtime, cleaning/sanitizing of vehicles and facilities, additional material and telework equipment, hazard pay, training, increased security, and other expenses.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
FTA 5311 CRRSAA	WA-2021-052	100%	\$ 5,234,158		\$ 5,234,158
Contractor's Funds	N/A	0%	\$ -		\$ -
Projected Grant Funds	N/A				\$ -
Total Project Cost		100%	\$ 5,234,158	\$ -	\$ 5,234,158

Budget: *Projected Funds are subject to appropriation by the WA State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.*

Federal Award Information

	FTA 5311 CRRSAA
Federal Award Identification #	WA-2021-052
Year	2021
Federal Award Date	7/29/2021
Budget Period Start Date	12/27/2020
Budget Period End Date	6/30/2023
Period of Performance Start Date	7/29/2021
Period of Performance End Date	6/30/2023
Total WSDOT Apportionment	\$164,001,414
Amount Committed to the Subrecipient	\$5,234,158
Amount Obligated to the Subrecipient	\$5,234,158

3. A copy of this AMENDMENT to AGREEMENT PTD0235 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Capital Projects & Funding Manager
Public Transportation Division

Authorized Representative

Title

Date

Date

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE FIRST AMENDMENT TO AGREEMENT PTD0235
BETWEEN MASON TRANSIT AUTHORITY AND WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE
GENERAL MANAGER TO EXECUTE THE SAME.**

WHEREAS, the Washington State Department of Transportation has extended the term date to June 30, 2025 in connection with the Operating Grant Agreement (CRRSAA Act) PTD0235 to provide Mason Transit Authority with the ability to carry out the Scope of Work and to utilize the available funds; and

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD to approve the First Amendment to Agreement PTD 0235 for the purpose of extending the term date to June 30, 2025; and

BE IT FURTHER RESOLVED that the General Manager is authorized to execute the First Amendment to Agreement PTD0235.

Adopted this 20th day of June, 2023.

John Campbell, Chair

Eric Onisko, Vice Chair

Cindy Brehmeyer, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

John Sheridan, Authority Member

Kevin Shetty, Authority Member

Sandy Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5D – *Actionable*
Subject: Request to Appoint Citizen Adviser to MTA Finance Committee
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: June 20, 2023

Background:

At its January 17, 2023 Authority Board meeting, the Board approved the voting Board members to serve on the proposed Authority Board Committees.

Previously staff had reviewed MTA’s bylaws seeking guidance and interpretation relating to the role of the Citizen Adviser to the Board. Legal Counsel advised that the Authority Board can give specific authority for the Citizen Advisor to the Board to serve on a committee. MTA’s Citizen Adviser has requested to serve on the Finance Committee.

Staff intends to bring some proposed changes to the bylaws to bring a bit more clarity on this matter and other items in the future.

Summary: Appoint the Citizen Adviser to the Board to serve on the MTA Finance Committee.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approves the Citizen Adviser to the Board to serve on the MTA Finance Committee.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 7A – *Actionable*

Subject: Union Contract for Drivers

Prepared by: Amy Asher, General Manager

Approved by: Amy Asher, General Manager

Date: June 20, 2023

Background:

We have completed the negotiations with the International Association of Machinists and Aerospace Workers (IAM&AW) and have reached a tentative agreement on a contract with MTA's drivers. The drivers are scheduled to vote on the tentative agreement June 25th.

Attached is a copy for review and approval.

Highlights to note:

- Article 14.7: New article added increasing the Safe Driver Award from \$200 to \$300 annually.
- Article 18.3: Added one paid holiday for Juneteenth (same as Maintenance).
- Article 19.1.4: Revised start dates of insurance eligibility.
- Article 20.2: Increased the amount of uniform reimbursement by \$50 to reflect the higher cost of items.
- Article 23.1: Revised the probationary period to reflect the longer training periods with changes in CDL requirements.
- Appendix A: Existing wage schedules adjusted to reflect the following wage increases:
 - 6/1/2023 5% increase
 - 6/1/2024 3% increase
 - 6/1/2025 3% increase

The contract was negotiated with the assistance of Colin Boyle from Summit Law.

Additionally, the Finance Committee met with Staff to discuss the contract.

Summary: Approval of contract between MTA and IAM&AW of MTA drivers.

Fiscal Impact:

Approximately 5% increase overall between wages and benefits in the first year of the contract.

Staff Recommendation:

Approve the IAM&AW contract for MTA's drivers and authorize the General Manager to sign the agreement.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the agreement for the drivers between Mason Transit Authority and the International Association of Machinists and Aerospace Workers District Lodge 160 for the period June 1, 2023 to May 31, 2026 (the "Agreement") and approve Resolution No. 2023-08 authorizing the General Manager to sign the Agreement.

AGREEMENT
Between
MASON TRANSIT AUTHORITY
of
SHELTON, WASHINGTON
and
INTERNATIONAL ASSOCIATION
of
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 160
for the period
June 1, ~~2020-2023~~ to May 31, ~~2023~~2026

[TA Version](#)

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AGREEMENT

This Agreement is made by and between Mason Transit Authority of Shelton, Washington, or any successors or assignees thereof, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, representing employees of the Employer as described in Article I of this Agreement.

The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Employer and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

It is understood that the term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, the term "days" as used in this Agreement shall be defined as calendar days.

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

Mason Transit Authority of Shelton, Washington (hereinafter referred to as the "Employer") recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160 (hereinafter referred to as the "Union") as the exclusive collective bargaining agent for all regular full-time, regular part-time Drivers and Lead Drivers, as certified by PERC.

ARTICLE 2 - RIGHTS OF MANAGEMENT

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Maintain the efficiency of the Employer's operations;
5. Determine the methods, means and personnel by which the Employer operates and conducts its business;
6. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's Handbook, providing that such policies, procedures, rules, and regulations do not conflict with the provisions of the Agreement; and that such policies, rules, and regulations are made available in writing to employees;

7. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer; and
8. Relieve employees from duty because of lack of work.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

ARTICLE 3 - JOINT LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established, which shall meet every other month, or more frequently as mutually agreed, to communicate and resolve issues of mutual interest in areas including, but not necessarily limited to: general operational issues as raised by either party; health and welfare concerns; apprenticeship program; and safety.

The committee shall consist of not more than three management representatives of the Employer and three representatives from the Union. By mutual agreement, other persons may be invited to participate from time to time in order to provide input on specific issues.

The Committee will meet at the request of either party. Meetings will occur no more often than every other month, unless mutually agreed. An agenda will be established in advance of each meeting. Time spent by bargaining unit members will be paid. Approval to attend will be subject to operational needs.

The Joint Labor-Management Committee may propose changes to the Union and the Employer; however, its recommendations are not binding, and its actions are not a substitute for formal bargaining.

ARTICLE 4 - NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not take the place of a bargaining unit employee, except:

- (1) for purposes of instruction; or
- (2) in cases of emergency or other unanticipated circumstances impacting shift or service coverage that are beyond the control of the Employer.

ARTICLE 5 - EMPLOYEE EVALUATIONS

Mason Transit Authority reserves the right to evaluate employees' work performance. Drivers will be evaluated no more than two times annually on their road performance with one evaluation to include Core Competencies and Guiding Principles. The evaluations will be

conducted based on standards set forth on the Driver Evaluation form and in line with published policies. The employee shall receive a copy of the Driver Evaluation form in advance of their evaluation. Employees shall be presented a copy of their evaluation at a private conference with their immediate Supervisor. If an employee is dissatisfied with their evaluation, the employee may request and shall be granted a meeting to discuss the appraisal with the next level supervisor. The employee may attach a written response to the evaluation within seven (7) days of the evaluation or meeting, whichever is later. Management will provide opportunity annually for Shop Stewards to provide input on the evaluation form and process.

ARTICLE 6 - STRIKES OR LOCKOUT

During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request or assist in a slowdown, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slowdowns or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. Discipline or discharge for violation of this Article may be processed through the grievance and arbitration procedure. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 Union Membership – Voluntary. Employees in positions in the bargaining unit represented by the Union will have the opportunity to voluntarily become members of the Union. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union.

Section 7.2 Authorization of Dues. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or fees. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization may be written, electronic, or by recorded voice, and must be made to the Union. The employer will deduct dues or fees once it receives ~~the-written~~ authorization from the Union. An authorization remains in effect until revoked in writing and submitted to the Union, in accordance with the terms and conditions of the authorization. The Union will notify the Employer of any cancellations in writing.

Section 7.3 Union to be Provided Notice of Meeting of New Employee. The Employer shall schedule a voluntary meeting between newly hired employees and the designated Union representative. The employer shall provide written notice by email to the designated union representative of the time and place of such meeting. The meeting shall take place

during the Employer's orientation process for the new employee; or, if there is not such orientation, within three days after the employee starts work. The union representative shall respond by email confirming the Union's availability to attend the meeting.

Section 7.4 Indemnification. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVES AND UNION ACTIVITY

Section 8.1 Business Representative Access to Work Site and/or Employees: The Business Representative or other full-time representatives of the Union shall be admitted to the facility by the Employer or allowed to talk to employees during working hours, provided advance notification is provided to the General Manager or designee and such visitation does not interfere with normal operations. All such representatives shall comply with the security regulations as required of all other visitors.

Section 8.2 Union Steward: The Union shall designate three employees as Union Stewards and one alternate to investigate complaints or claims of grievance on the part of the employees or the Union. The Union will inform the Employer in writing when a change in Union Steward or alternate takes place. Investigations will not interfere with the normal business of the Employer or any employee, except when approved by the Employer. Stewards will strive to minimize normal work time spent on complaints or grievances. Time spent by Union Stewards representing employees will be paid by the Employer when such time involves meetings with the Employer.

Section 8.3 Union Bulletin Boards: The Employer shall provide three bulletin boards for the Union's exclusive use. One each located at the John's Prairie base driver's lounge, the Transit-Community Center driver's lounge, and the Belfair Base driver's lounge. The bulletin board is for the posting of rules, regulations, and notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union Business". Nothing posted on the bulletin board shall be derogatory in nature towards the Employer, its elected officials, its bargaining representatives, or other personnel.

Section 8.4 Union Access to Electronic Equipment: The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimus* cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the Employer's email and telecommunication equipment, and that any communication is subject to inspection and public disclosure.

Section 8.5 Union Activity: No employee shall be discharged or discriminated against in any way because of their membership or participation in sanctioned activities in behalf of the Union.

Section 8.6 Union Leave: Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for the term of office or any renewal thereof; provided, however, that thirty (30) day's notice is given. Employees granted such leave may return to their former classification without loss of seniority rights, provided that they remain qualified, with or without reasonable accommodation, and there is a vacancy in that position.

Employees may also be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, contract negotiations and any other bona fide Union business. Requests for time off must be in writing, signed by the Business Representative, seven (7) days in advance of the time off and addressed to the Manager of Operations except in emergency situations, in which event such advance notice shall be given no less than forty-eight (48) hours in advance.

ARTICLE 9 - INFORMATION TO BE FURNISHED TO THE UNION

Section 9.1 Memo Posting: Copies of all memos posted will be provided to the designated shop steward at his/her request.

Section 9.2 Employment/Classification: The Employer agrees to make available to the Union the following information regarding bargaining unit employees:

- a. A list of members and any new members.
- b. Classification of employees.
- c. Rate of pay of employees.
- d. Seniority date.
- e. Employee's loss of seniority for any reason.
- f. Job descriptions (if new or revised).
- g. Employee Handbook and other agency written policies.

ARTICLE 10 - NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, sexual orientation, gender identity, age, marital status, national origin or physical, mental or sensory disabilities, honorably discharged veteran or military status, discrimination pursuant

to the Americans with Disabilities Act or other basis prohibited by local, State or Federal law. The Union and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 11.1 Just and Sufficient Cause: No employee shall be discharged, suspended or otherwise disciplined without just cause.

Section 11.2 Definitions: For purposes of this Article "active for work" is defined as: All paid time being credited towards the specified period of time. Any unpaid leave time beyond ten (10) consecutive calendar days will not be considered active for work, with the exception of military leave.

For purposes of this Article "active disciplines" are defined as: All disciplines that have not expired.

Section 11.3 Performance Counseling: Performance issues, unless otherwise addressed in Section 11.4, will be administered through the performance counseling process set forth in the Employer's Performance Counseling Policy and made part of this agreement. The Performance Counseling Policy is designed to address performance issues through five levels depending on the severity of the issue:

- a. Counseling and Verbal Warning
- b. Written Warning
- c. Decision-Making Leave
- d. Suspension
- e. Discharge

Section 11.4 Categories "A" & "B": Most performance problems in the workplace will fall under the Performance Counseling Policy as a means of correcting the performance. However, there are some infractions which, by their severity or seriousness, would warrant more immediate and decisive action and therefore are categorized as A or B offenses.

Category "A"

Category A infractions are major infractions having the potential of dismissal on a first (or any) occurrence. These include, but are not limited to:

- Prohibited harassment
- Prohibited discrimination
- Fighting or violence in the workplace
- Theft
- Gross insubordination
- Reckless driving
- Violations applicable to the Drug and Alcohol Policy
- Cell phone use in accordance with Washington State law
- Failure to report an accident

- Falsification of any employment record

Category "B"

Category B infractions are serious infractions having the potential of a written warning, a suspension or causing an employee to be placed on decision-making leave.

Discipline in this category will be issued in a line of progression, when appropriate.

Examples of Category B infractions include, but are not limited to:

- Insubordination
- Responsibility for a serious incident
- Failure to follow accident procedures
- Falsification of or failure to file a report
- Traffic violations

In the event a previous Category A violation is considered by the Employer in determining a subsequent disciplinary sanction and the subsequent discipline is subject to a Step 3 (arbitration) review in the grievance procedure found in Article 12, the impact of the previous Category A discipline on the subsequent discipline may be considered by the arbitrator in the arbitrator's application of the just cause standard.

Category A & B violations will remain in effect for twelve (12) months when the employee is "active for work." The period of effect may be extended up to eighteen (18) months, commensurate with the seriousness of the violation and/or number of previous violations.

If a driver is currently at a Written Warning or above level of discipline, a Category B infraction may result in termination of their employment at Mason Transit.

Section 11.5 Discipline Time Limits: The Employer shall have fourteen (14) calendar days after the discovery of employee performance issues to complete the investigation, any investigatory meetings, and provide final written notice of discipline to the employee. This time limit may be extended by mutual agreement of both parties. If the deadline is not met, no disciplinary action against the employee shall be taken, and all related documents shall be removed from the employee's file.

All discipline that falls under the Performance Counseling process shall expire and be removed from the employee's file no later than one (1) year, after the most recent related disciplinary event. After each expiration, any disciplinary action that is related to a previous, but expired, disciplinary action shall start a new performance counseling progression at the lowest applicable level.

Section 11.6 Last Chance Agreement: In lieu of termination, the parties may agree to the terms of a Last Chance Agreement (LCA). The terms of an LCA are subject to the mutual agreement of the parties and unless otherwise agreed set no precedent for other disciplines.

Section 11.7 Notification of Disciplinary Action: In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Before imposition of discharge, demotion, or unpaid suspension, the Employer will provide advance notice of the intended disciplinary action.

An employee shall have the right to have a Union Steward present at a disciplinary interview, upon request. When a meeting with an employee has been requested by the Employer, and where discipline may result, it is agreed that it is the responsibility of the affected employee to request representation from their Shop Steward. If a Shop Steward is requested, the meeting will be scheduled for the next day, if necessary. If relief is required, it is the responsibility of the Shop Steward to request time-off.

Section 11.8 Appealing Discipline: Should there be any dispute between the Employer and the Union concerning the existence of just cause for discharge, suspension, demotion or discipline resulting in loss of compensation or benefits, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement. Counseling and verbal warnings shall not be subject to the grievance procedure. Written warnings may be appealed through the first two (2) steps of the Grievance Procedure only. The findings of the General Manager shall be attached to the written warning. If the parties fail to agree, the written warning will stand. The Union may attach a statement of their position to the written warning.

An Employee may appeal his/her suspension or dismissal through the grievance procedure. For purposes of this Article, "Decision-Making Leave" is considered a form of suspension.

An employee serving in their initial probationary period may be dismissed within the probationary period with no appeal of the dismissal. It is understood however, that a probationary employee has all rights to the grievance procedure for all other actions. Probationary employees may request union representation at a dismissal hearing.

Section 11.9 Reinstatement: In the event it is found that an employee has been discharged without just cause, such employee shall be reinstated to the employee's former position. In no way shall the period of unjust discharge affect the employee's seniority rights or the employee's rights to the other benefits agreed to herein.

Section 11.10 Administrative Leave: The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure and is not considered a part of discipline.

Section 11.11 Camera Footage: It is understood that the Employer has the right to access and view camera footage of any equipped vehicle at the time of their choosing. For the purposes of this section the term "camera footage" shall be defined as any and all information recorded through the vehicle mounted recording system and mobile data terminal. The use of camera footage for the purpose of discipline is limited to the following conditions:

- a. The driver has received a verifiable complaint, safety or non-safety related, about their

- performance or conduct while in the vehicle.
- b. The driver has submitted, or is expected to submit, an Incident, Event or Injury Report concerning events that occurred on or in direct relationship to the vehicle or events that occurred concerning the driver while performing their duties while in view of the vehicle camera.
 - c. The eligible footage is limited to a period no longer than five (5) minutes before the start of the event and no longer than five (5) minutes after the conclusion of the event. A driver may assent to increasing this window or to viewing specific other time points as part of their defense during a video review session.
 - d. The driver has the opportunity to view and explain the events within the camera footage.

A complaint that is determined to be unjustified or facetious shall not result in discipline. All other camera footage viewed by the Employer may not be used in disciplining a driver unless unlawful behavior or a safety violation is observed. Non-disciplinary retraining of a driver may occur as a result of the Employer viewing camera footage that is not subject to the conditions above. Such retraining shall not occur without the driver being given the opportunity to view the camera footage and explain or otherwise defend the incident. The Employer agrees not to engage in random or targeted surveillance ('fishing') of any driver.

The viewing of camera footage that is triggered by an outside agency, such as law enforcement, under a Public Records request, not resulting from an Employer vehicle accident or incident or complaint about the conduct or performance of a driver, shall not result in any form of discipline or retraining. The employer shall endeavor to take all steps possible to protect and conceal the identity of the driver, including but not limited to, the use of video editing techniques such as blurring or blacking-out the driver's image

A driver may request and shall receive a copy of any available camera footage from their vehicle. The request shall not trigger a disciplinary event or non-disciplinary retraining event.

Section 11.12 Reviewing Disciplines on File: An employee has the right to review both the personnel file maintained by Administrative Services and the working file maintained by his/her Department.

Section 11.13 Discipline Copies to Union: The Employer will send copies of any written discipline placed in an employee's personnel file to the Union office.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 Purpose: The purpose of this procedure is to provide an orderly, effective, and expeditious method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. However, it is understood that failure of the parties to come to an agreement shall not be looked at disparagingly nor should it have a negative impact on the effectiveness of this procedure. It is further understood that there shall be no suspension of work, slowdown or curtailment of

services while any grievance is in the process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 12.2 Definition: A "grievance", as used in this Agreement, shall be defined as a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning proper application or interpretation of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

Section 12.3 Prior to Grievance: Prior to filing a grievance an attempt should be made to settle the dispute by discussing the matter with the immediate supervisor or other appropriate management personnel.

Section 12.4 Grievance Steps: Steps in the grievance procedure for disputes involving contract interpretation or disciplinary action shall be handled in the following manner:

Step 1: Formal Grievance – Department Manager

Grievances must be filed within fourteen (14) days of the occurrence of the event which gives rise to the grievance, or within fourteen (14) days of when the employee is informed of the event, by the individual affected or through their Shop Steward, to the employee's department manager, or the manager's designee.

The employee's department manager, or the manager's designee, shall attempt to satisfactorily settle the grievance within fourteen (14) days from the date of receipt of the employee's Step 1 grievance. Step 1 will include the following:

- a. A statement of the grievance and the facts upon which it is based, including the date of the occurrence and any relevant witnesses.
- b. The Articles or Section in this Agreement claimed to have been violated.
- c. Remedy sought.
- d. The signature of the aggrieved employee(s) and the Union representative (if presenting the grievance).
- e. Date of signatures/presentation.

Step 2: General Manager

In the event the grievance cannot be settled at the Step 1 level as defined above, it shall be submitted in writing within seven (7) days from the date of the department manager's, or the manager's designee's, Step 1 reply, by the Shop Steward to the Employer's General Manager and the Business Representative of the Union.

The written submission of a Step 2 grievance shall include the reasons for dissatisfaction with the department manager's, or the manager's designee's, solution.

The Employer's General Manager shall meet with the grievant, the Shop Steward, and the Business Representative of the Union within fourteen (14) days from the date of receipt of the Step 2 grievance, to attempt to satisfactorily settle the grievance. The General Manager will give a written response within seven (7) days of the meeting. If the Union is not in agreement with the written decision of the General Manager, the General Manager and the Business Representative of the Union will decide whether to submit the grievance to mediation or normal arbitration.

In the event the grievance is submitted to mediation and the recommendations of the mediator are not acceptable to either party, either party may request arbitration in accordance with Step 3 as defined below.

Step 3: Arbitration

Within seven (7) days of the Step 2 response or the mediation decision, the Union may on behalf of the grievant serve a demand for arbitration upon the other party. Within seven (7) days of the demand, the parties shall jointly submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) names from which the parties shall select their arbitrator. Within seven (7) days after receiving such list, the parties shall each alternately strike one name from the list, with the first strike being determined by the toss of a coin, until one name remains. The person thereafter remaining on the list shall be and become the arbitrator.

The parties will strive to schedule the earliest available dates for the arbitration hearing. Prior to commencement of the hearing, both parties shall stipulate to the issue(s) that will be presented for the arbitrator's consideration.

The arbitrator shall not add to, subtract from or in any way modify or change any of the terms or provisions of this Agreement nor shall the arbitrator have jurisdiction or authority to consider or decide matters concerning or involving a new or different agreement or requested changes in this Agreement.

The decision of the arbitrator shall become final and binding on both parties when delivered to them in writing.

Each party shall be responsible for half the costs of the arbitrator's fees and any joint expenditures. Each party is responsible for any compensation and expenses relating to presentation of its own case, including any witness and attorney's fees.

Section 12.5 Time Limits: The time limits may be extended by mutual agreement of the parties. In the absence of an agreed upon extension of the time limits the following sanctions shall apply:

- a. If the Union fails to follow the time frame in progressing to the next step, the issue is forfeited. If the Employer fails to follow the time frame in responding to a grievance, the grievance will automatically advance to the next step.

- b. If the responding party fails to follow the time frame in responding to the moving party, the moving party has the option to move to the next step. "No response" shall be the same as "denying the grievance". Thus, the moving party must so notify the responding party of this action when taken and said notification must conform within the time limits set forth for progressing to the next step.

Section 12.6 Grievance Investigation/Witnesses: The aggrieved employee and/or the shop steward shall be given full opportunity to investigate the grievance. Should the grievance proceed to Step 3 (Arbitration), each party will bear the salary costs of their own witnesses as follows:

- a. Employees participating in the preparation and conduct of an arbitration at the request of the Union will be paid through MTA's regular payroll process for such attendance; IAM will reimburse MTA for wages, PERS Employer contributions, and the value of all other compensation and benefits related to such attendance.
- b. MTA will submit a monthly billing to IAM for reimbursements due to MTA; billing to be itemized based on hours in attendance, wages, and the value of benefits.
- c. The billing rate will be based on an employee's straight time wage rate. Hours spent by employees participating in the preparation and conduct of an arbitration on behalf of the Union will not count as hours worked for purposes of overtime eligibility.

Section 12.7 Access to the Grievance Procedure: Notwithstanding the above terminology, either an employee or management shall have the opportunity to access this grievance procedure.

Section 12.8 Outcome of Grievance: In all cases, the grievant shall receive notification of the outcome of the employee's grievance.

Section 12.9 No Reprisals: There will be no reprisals against the grievant, the Union, the Employer, or others as a result of their participation in the grievance or arbitration process.

ARTICLE 13 - ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 14 – SAFETY AND TRAINING

Section 14.1 Mutual Objective: It is the mutual objective of both parties of this Agreement to maintain high standards of safety in order to mitigate as far as possible industrial accidents, illness and injuries. All employees are required to report observed safety hazards and concerns immediately to their supervisor.

Section 14.2 Safety Committee: A member of the bargaining unit will be elected to the Employer's Safety Committee. The Safety Committee shall meet once every month, or on another schedule mutually agreed upon by Committee members, and Safety Committee meetings shall be conducted on Employer's paid time. The duties of the Safety Committee will be to advise on matters relating to employee safety, review applicable safety laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken. Copies of the minutes will be posted on the Safety Board and on the shared directory.

Section 14.3 Safety Training and Equipment: The Employer will provide safety training to all employees and furnish safety and personal protective equipment for all employees, as is appropriate to individual positions. It shall be mandatory for all employees to participate in any required safety training provided by the Employer and to use safety and personal protective equipment when the Employer determines they are necessary.

Section 14.4 Retraining/Refresher Training: Retraining shall be applicable and practical to the extent possible. The Employer will make every effort to ensure retraining is done in a manner that meets the need of the Employer's expectations for the retraining and as well as conducted in a manner that is most effective for the employee, to include consideration of the employee's expected work situations. Refresher training will be conducted on a schedule that meets the requirements of the particular module and MTA expectations.

Section 14.5 Access Checks: Drivers may request that the Employer perform an Access Check at a particular location to ensure that a safe method of access is available. The Access Check will be completed within ~~five~~ fourteen (14) days of the request and completed in the largest vehicle expected. If a driver indicates that they are concerned about the safety of accessing a location, the driver shall not be required to enter the location and given an alternative from dispatch until the Employer has completed the Access Check and informed the driver(s) of the results.

Section 14.6 On-the-Job Training: New drivers shall receive in service training with the accompaniment of an experienced driver ("On-the-Job Training"), prior to being placed on the Extra Board and released to drive solo. On-the-Job-Training shall ensure that new drivers receive full-block experience in driving all routes; Dial-A-Ride in Shelton and Belfair, ~~including~~ all LINK routes; starting and ending shifts at all bases; and reasonably anticipated special circumstances (e.g. mail run, bus swaps, etc.)

Section 14.7 Safe Driver Bonus: Drivers will be recognized annually for zero preventable accidents. A safety award will be given in the first pay period in December in the amount of \$300 for those who have been employed by Mason Transit Authority for at least one year, have zero preventable accidents, no safety suspensions, no Category A or B safety violations and fewer than three (3) valid incidents as determined by the Event Process. Those with absences greater than 30 days during the calendar year, exclusive of vacation or military leave, will not be considered for the safe driving award.

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ARTICLE 15 - REQUIREMENT OF MEDICAL EXAMINATION

It is understood by the Employer and the Union that physical examinations or tests conducted by the physician of the Employer's choice may be required during the term of this Agreement. Safety and health of the employees and customers of Mason Transit Authority necessitate these requirements.

Section 15.1 Cost of Exams: The Employer shall pay the full cost for these examinations by the physician of the Employer's choice, if required. Employees shall receive copies of all medical reports from such required examinations.

Section 15.2 Employer-Required Exams: Employer-required exams include drug and alcohol testing (random, post-accident, reasonable suspicion and return to work agreements) and medical exams required by the Employer to determine if an employee can safely fulfill their job duties. Examinations which are *not* considered to be Employer-required include any physician report that is required as a condition of returning to work after a medical leave. The Employer shall pay for any lost time associated with undergoing any Employer-required medical examination.

Section 15.3 Return to Work Exam: An employee returning to work following an injury or illness that causes an absence of three consecutive days or more, may be required to provide a doctor's certification to return to work. The Employer may require a further examination to determine if the employee can safely fulfill their job duties. The Employer will pay any lost time and the cost of any further examination required by the Employer.

Section 15.4 Commercial Driver's License Examination: All Commercial Driver License (CDL) holders are required to undergo and successfully pass a State of Washington Department of Licensing physical examination at least every two (2) years throughout their employment. The employee may choose to use an Employer selected physician or may choose to use a personal physician for the required examination. Examinations are scheduled on the employee's own time. The employee must always carry the medical examiner's certificate on ~~his/her~~their person- while driving a commercial vehicle. It is the employee's responsibility to timely arrange for the exam to ensure no lapse in the CDL.

Employer Physician: If the employee chooses the Employer selected physician the cost of the examination will be billed directly to and paid by the Employer, up to one time per year. Employees using the Employer physician will provide the ~~Operations Compliance Coordinator~~Employer with a copy of the medical examiners certificate.

The Employer shall endeavor to retain the services of at least one (1) certified physician within Mason County who will provide examinations to all Employees. In the event that no qualified physician is available within the county, the Employer shall compensate Employees at least at the standard Business Mileage Rate for travel from home to the out-of-county Employer-selected physician.

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Employee Physician: If the employee chooses to use a personal physician, the employee must schedule his/her own examination. Employees using their own physician will provide Human Resources the Employer with an original copy of the completed physical examination/medical certificate, signed by their physician. The employee is eligible to receive reimbursement for the cost of the exam (to include any required co-pay for the office visit), up to one time per year, provided the employee submits satisfactory evidence of the costs he/she incurred. The maximum allowed reimbursement will be up to the same amount the Employer would have paid if the employee chose to use the Employer's physician.

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ARTICLE 16 - HOURS OF WORK, OVERTIME, INCLEMENT WEATHER PAY AND OTHER WORK ASSIGNMENTS

Section 16.1 Work Week: The work week for pay purposes shall commence at 12:00 AM Sunday and end at 11:59 PM the following Saturday.

Section 16.2 Work Schedules: In developing regular full-time bid shifts, the Employer will endeavor to ensure that at least seventy-five (75) percent are straight shifts. All regular full-time bid shifts shall have a minimum of thirty-six (36) hours scheduled work, and at least two (2) scheduled days off per work week and a minimum of ten(10) hours of time off between the end of work on one day to the start of work on the next.

A driver whose shift is fewer than forty (40) hours may elect to have additional work added to their schedule to make a forty (40) hour work week, if such work or duties are available as determined by the Employer. The driver must indicate to the Employer in written form a desire to work additional hours. The Employer will determine what work is assigned to the driver based on the need of the agency. If approved, the driver will be expected to perform the duties throughout the duration of the shift bid. If a driver is on leave when the duties would otherwise be performed, it is not expected the driver covering the shift would work the additional hours unless that driver so chooses.

Full-time drivers on the Extra board shall be guaranteed at least thirty (30) hours per week and two (2) scheduled days off, selected by seniority and a minimum of ten (10) hours of time off between the end of work on one day and the start of work on the next, if possible. The scheduling supervisor will contact an Extra-board driver prior to scheduling work that does not meet the minimum guarantee of 10-hours off between shifts to give the driver the option to work the available schedule. Work schedules for Extra-board drivers will otherwise vary based on the needs of agency operations. Extra-board drivers who are given a "call in" assignment but are not selected to work that day shall receive two (2) hours of pay. Extra-board drivers who do not meet the thirty (30) hour quota by the end of the work week shall

claim the balance of hours as hours worked on their timecard, provided the driver worked all assigned or offered shifts.

The Employer shall post the weekly schedule for drivers and supervisors ~~in all drivers' lounges~~ at the John's Prairie base, TCC, and Paylocity, no later than Thursday of the preceding week. The daily Extra-board work assignment sheet shall be posted to the drivers' lounges and Paylocity no later than 2 pm the preceding weekday, or Friday for Monday assignments. Any changes made to a bid-shift driver's schedule after the weekly schedule has been posted, or to any driver listed on the daily Extra-board work assignment sheet after it has been posted, shall be notified by the scheduling supervisor, or their designee, of the changes as soon as possible.

Section 16.3 Block Swapping: Two regularly scheduled drivers may swap blocks with each other on an individual basis and may do so for the same day, or across different days of the same week. Block swaps may only occur when one driver has the day off or otherwise so long as all mandatory rest period requirements are met. Notice of the intention to swap must be given to the scheduling supervisor no later than the Tuesday before the start of the week the swap would occur. A regularly scheduled driver may swap with an open block of work as defined by a block of work not part of a shift, in order to make appointments to minimize the impact on the Employer provided the Employer can accommodate the swap without adjusting another driver's schedule. Such swaps shall be subject to all conditions of a two-driver swap previously enumerated.

The Employer may elect to call a regularly scheduled driver and ask them to work a different block than scheduled or a non-driving assignment to meet the needs of the Employer. The agreement of the driver to work the replacement shift shall be voluntary. If the replacement work is fewer hours than those of the block the driver would normally have worked, the driver shall be paid for their regularly scheduled shift.

Section 16.4 Paid Time: Drivers' paid time shall commence at the time they are required to report at the base and will terminate at the time indicated by the block of work or when the block of work is completed, whichever occurs later, exclusive of any unpaid meal period. The paid time shall be extended in such cases when circumstances cause a driver to return later than scheduled, as well as completing any additional required paperwork, such as an incident or event report.

Section 16.5 Lack of Work and Leaving Early: Drivers shall be paid the applicable straight time driving rate for regularly scheduled work shifts. If a routed driver has completed their scheduled block before the scheduled end time, including all necessary paperwork and required or assigned tasks, the driver may be released for the day and receive full pay. If a Dial-A-Ride or Recovery driver has no further work assigned to their shift, the driver may be released for the day once all required tasks and paperwork are completed and receive the full pay, provided there is one hour or less of the shift remaining.

If on a given day, the overall amount of scheduled rides is such that there is determined to be an excess of drivers on duty, the Employer may offer Dial-A-Ride and Recovery drivers the opportunity to voluntarily leave early. Such offers shall be made in order of seniority to those on duty. Any driver accepting shall have the time remaining in their shift deducted from their

pay. The driver may elect to use available vacation leave to make up the difference in time.

Section 16.6 Group Meetings and Training: Drivers who are scheduled for mandatory training sessions or meetings in lieu of some of or their entire regularly scheduled block of work, such that they would have fewer hours than they would have normally worked, shall be paid as though they worked their regularly scheduled shift. Any mandatory training or meeting that exceeds forty (40) hours of work shall be paid in accordance with Overtime, Section 16.9.

The Employer may require attendance at group meetings outside of regularly scheduled work shifts, so long as Employees are notified at least one week in advance. Time shall be counted as time worked and paid in accordance with the federal and state wage and hour laws. The Employer may require attendance at group meetings on Sundays up to four (4) times per year. An Employee on paid leave status prior to or after the meeting date shall be excused from the meeting, except for the Annual All-Staff meeting, but may be scheduled later to make up for any missed training. If an employee is on paid leave status, and chooses to attend a meeting, they will not be paid for more than their normal scheduled workday. Paid leave will be adjusted to complement time spent in the meeting to equal their normal workday. If the meeting occurs on a Sunday, they shall be paid for all hours attended.

Section 16.7 Meal and Rest Periods: Pursuant to RCW 49.12.187, the parties agree to vary and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.

Section 16.7.1 Meal Periods: Work schedules of greater than five consecutive hours are developed to include an unpaid, duty-free meal break between thirty (30) to sixty (60) minutes in length, not less than two (2) hours nor more than five (5) hours from the beginning of the shift. Employees are entitled to eat at any time during their shift as time and work duties permit. An employee whose meal period is delayed from the scheduled time shall be paid for the time worked.

The Employer shall make an effort to provide equivalent time later in the shift to complete the Employee's meal break. Such time shall remain paid. Employees must promptly notify Dispatch when they are delayed from beginning their meal period or unable to complete their meal period due to work interruptions.

Section 16.7.2 Break Periods: Drivers will receive a fifteen-minute paid, duty-free break period for every four hours worked. In computing the four-hour period, any unpaid meal period is not included. Drivers on routed service are expected to take their break on an intermittent basis between routes. Drivers on Dial-A-Ride [and Recovery](#) services shall receive a continuous fifteen-minute break as scheduled on their manifests. The Employer shall ensure that restroom facilities are available at or reasonably near their route termination and expected Dial-A-Ride [and Recovery](#) break locations.

Section 16.8 Work on Scheduled Days Off: In the event an operator works on their scheduled day off, a minimum of two (2) hours shall be paid.

Drivers interested in working on their scheduled day off or during a special event are responsible for putting their names on the "Sign-up Sheet to Work on Scheduled Day Off" or particular special event sign-up sheet. Drivers may add or withdraw their name from the sheet at any time. Drivers who have requested work via the sheet will be offered available work on a rotating order designed to provide equal access to overtime work. The Employer may call Drivers on their scheduled day off to ask if they would work an open shift, agreement is strictly voluntary, and Drivers must ensure their name is added to the sign-up sheet as soon as possible. Refusal to work an offered extra shift shall not be grounds for discipline, nor shall a Driver be required to work an extra shift as a part of disciplinary action.

Drivers may be drafted for work in inverse seniority if enough volunteers are not available to meet service needs.

Section 16.9 Overtime: Employees are entitled to additional compensation in the form of overtime when they work more than forty (40) hours during the work week. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond (40) hours during a work week, including any additional paid premiums applied to the employee's regular rate of pay. For purposes of this section, the use of any paid leave (when an employee is off duty with pay relating to vacation, sick leave, personal leave, observed holidays, military duty, or jury duty) will not be calculated as hours worked for overtime purposes. The payment of an observed holiday, if it falls on an employee's regularly scheduled day off, shall not be counted as hours worked for overtime purposes.

Section 16.10 Inclement Weather Pay: The Employer shall distribute and collect inclement weather surveys (as defined by the Inclement Weather Policy) to all employees no later than October 31 of each year. The Employer shall maintain a record of all employee responses and refer to that information when periods of inclement weather occur. The Employer will take into consideration responses by drivers that have concerns of driving in inclement weather conditions and will attempt to reassign work. Reassigned work will be assigned by seniority and at the Employer's discretion.

[When the Employer determines that inclement weather conditions are present, it will directly inform drivers via text of the initial operating conditions and any further steps drivers need to take during the period. This does not substitute for following the inclement weather plan.](#)

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Any employee directed to operate an Employer vehicle during inclement weather who has previously indicated by form an unwillingness to drive in such conditions or tells a supervisor that they feel current conditions are not safe for them to operate an Employer vehicle, shall be allowed to refuse such work and may be reassigned without discipline. Otherwise, the driver will be relieved of their duties for the day and compensated for any time worked or a minimum of two (2) hours. The driver may use vacation leave to compensate for hours missed.

When inclement weather conditions cause the Employer to cancel service, the employee shall receive compensation equal to hours of their block of work for that day. If the employee is unable or unwilling to drive their block of work, the employee may use available vacation without prior notice and no penalty of discipline shall be imposed.

Any available work on curtailed service days will be assigned on a volunteer basis, with consideration of employee's Inclement Weather Survey responses by seniority.

During forecasted high-temperature days (80 degrees F or higher), the employer shall provide cold bottled water for drivers at all break locations. Each year at the start of summer the employer will check the air conditioning units of buses to ensure that they are in full working order and that unit refrigerant levels are topped off.

During periods of low air quality (as defined by "moderate" air quality levels or worse as defined by the EPA air quality index), the employer shall stock and provide N95 (or equivalent, or better) masks at all MTA facilities.

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Section 16.11 Language Fluency: Any employee deemed to be fluent in a language other than English and such language is a benefit to the Employer in regards to conversing with customers shall be paid an additional premium of two dollars (\$2.00) per hour when the Employer requests use of their language skills.

ARTICLE 17 - RATES OF PAY AND CLASSIFICATIONS

Section 17.1 Wage Rate: The classification and rates of pay of employees including pay premiums, are set forth in Appendix A, attached hereto and made part of this Agreement.

~~17.1.1: **Negotiating Changes to Wages.** The parties will reopen this agreement no later than January 30, 2022, for the purposes of negotiating changes to wages during the final year of the Agreement.~~

17.1.2: **Longevity Pay Premium.** The longevity pay premium shall be added based on the driver's date of initial employment with MTA.

17.1.3: **Pay Premium Classification.** A driver in a classification that provides a pay premium shall receive that premium for all compensable hours.

Section 17.2 New Classifications: In the event a new job classification is established or there is a substantial change in the duties or requirements of established job, the Employer shall develop an appropriate classification and rate of pay to apply to such job. The Employer shall furnish the Union with the new classification and the rate of pay to apply to such job. If the Union disagrees with the assigned rate of pay within ten (10) days from the date of such submission or within such additional time as may be mutually agreed upon, the Employer may place the new job classifications and rate in effect subject to continued negotiation for rate of pay.

Section 17.3 Previously Defined Classifications: In the event that previously existing, but inactive, classifications that may have been historically entitled to a pay premium, but are -not enumerated within this Agreement, are reinstated, they shall be treated in accordance with section 17.2 as if they are new classifications.

ARTICLE 18 –PAID AND UNPAID LEAVES

Section 18.1 Leave Accruals: Employees are eligible to accrue paid leave benefits if they work (or are in paid leave status) one half (1/2) or more of a pay period. Employees who work (or are in paid leave status) less than one half (1/2) of a pay period shall receive prorated leave benefits; the proration will be based on the number of hours paid. Leave benefits accrued from the current pay period are available to the employee at the start of the following pay period (applies to all accrued leaves). An employee who exhausts their paid leave will be credited with any newly accumulated leave time upon their return to work, or at their separation of employment if the employee does not return to work. Leave benefits shall not accrue when an employee is on a leave of absence without pay ~~for a full calendar month or more.~~

Section 18.2 Weather Conditions: Employees are expected to be at their jobs regardless of weather conditions. During extreme weather conditions, employees who are unavoidably absent due to weather conditions may request the use of paid vacation leave. In such event, an employee is expected to contact the Dispatcher as soon as reasonably possible, in accordance with the department's established call-in/reporting procedures.

Section 18.3 Observed Holidays: All eligible employees shall be granted ~~ten eleven~~ (4011) observed holidays. The following holidays shall be observed by Mason Transit: New Year's Day, Martin Luther King, Jr Day, President's Day, Memorial Day, Juneteenth (public service provided), Independence Day, Labor Day, Veteran's Day (public service provided), Thanksgiving Day, Day after Thanksgiving Day (public service provided) and Christmas Day. Public service provided on the above holidays shall be a Saturday level of service.

- a. Dates of Holidays: The Holiday schedule with specific dates is posted each year on employee bulletin boards. When a Holiday falls on a Saturday, it will be observed on that day. When the Holiday falls on a Sunday, it will be observed on the following Monday.
- b. Eligibility for Pay: Regular full-time and probationary employees will receive holiday pay for their normally scheduled work hours on observed holidays, up to a maximum of eight (8) hours per holiday. An employee who works a work shift in excess of eight (8) hours may supplement additional accrued vacation leave up to their expected shift length or take the excess hours as leave without pay. To be eligible for observed holiday pay, employees must be in a full paid status on the employee's regularly scheduled workday both prior to and following the holiday. If an employee takes a sick day on their scheduled workday before or after the holiday, the employer may require a doctor's certificate prior to paying the holiday pay.
- c. Required to Work: If an employee is required to work on the observed holiday, the employee shall receive eight (8) hours holiday pay as stated above, as well as pay for any hours worked during the holiday.
- d. Scheduled Day Off: When an observed holiday falls on an employee's regularly scheduled day off, a regular full-time employee will receive eight (8) hours holiday pay in addition to their regular pay for that week. Regular part-time employees receive four (4)

hours holiday pay.

e. Observance of Religious Holidays: If an employee's religious beliefs require observance of a holiday not included in the observed holiday schedule, or if the employee desires leave for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the employee may request the day off using paid leave or leave without pay. The employee is entitled to a maximum of two (2) unpaid religious leave days in a calendar year. Requests must be submitted to the Operations Manager for approval at least two (2) weeks prior to the requested day. The Operations Manager will evaluate whether the employee's absence will cause an undue hardship to Mason Transit

f. Other reduced service days: If the employer decides to run reduced service on any day that is not a holiday listed in 18.3, then all employees regularly scheduled to work that day shall receive holiday pay.

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Section 18.4 Personal Leave: In addition to company holidays, regular full-time and part-time employees are eligible for two (2) personal leave days per year as detailed below:

Full-time employees	8 Hours x 2 Personal leave days = 16 Hours
Part-time employees	4 Hours x 2 Personal leave days = 8 Hours

Personal leave days must be taken in eight (8) hour increments for full-time employees and four (4) hour increments for part-time employees. Personal leave days must be approved in advance by the employee's supervisor and may not be carried forward to the next year. If an employee starts after July 1st, full-time employees will receive one personal leave day (8 hours) and part-time employees will receive one personal leave day (4 hours). If a driver's block of work is more than eight (8) hours long, the driver may elect to use vacation leave to make up the difference.

Section 18.5 Vacation Leave:

a. Vacation Leave Entitlement and Accrual: After completing six months of employment, eligible employees may take paid vacation leave. Regular full-time employees accrue vacation leave from the first pay period of their employment. Regular part-time employees accrue vacation leave at a percentage of hours worked per pay period.

VACATION ACCRUAL HOURS AND DAYS SCHEDULE

START OF SERVICE YEAR	ANNUAL HOURS	ACCRUAL RATE PER PAY PERIOD
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0-1	96	3.69
Over 1-2	104	4.00
Over 2-5	112	4.30
Over 5-10	144	5.53
Over 10	192	7.38

PART-TIME VACATION ACCRUAL PERCENTAGE RATE

START OF SERVICE YEAR	% ACCRUED PER PAY PERIOD
0-1	5.1%
Over 1-2	5.5%
Over 2-5	5.9%
Over 5-10	7.6%
Over 10	10.2%

Employees are encouraged to use their vacation hours. As of December 31, of each year, an employee's total vacation leave balance may not exceed two hundred forty (240) hours.

b. Scheduling Vacation Leave: Use of vacation leave must be approved in advance by the Operations Manager or designee. Vacations initially shall be scheduled according to seniority, then on a first-come, first-served basis, as follows:

- i. The Employer shall have the right to establish a vacation schedule establishing the number of employees allowed vacation on given dates and/or shifts.
- ii. The vacation year shall be defined as a twelve (12) month period beginning January 1 and ending December 31.
- iii. Bidding will start the first Monday in December and will last a total of four (4) weeks. Employees are to enter their vacation requests into Paylocity. Vacation will be bid in continuous blocks beginning and ending on any day of the work week, or as individual

days. The choice of vacation days shall be determined by seniority of each employee. When an employee selects a vacation week in which one of the fixed holidays fall (e.g., Christmas Day) the employee will receive four (4) days of vacation leave and one day of holiday pay.

- iv. Following the annual bidding, employees may request approval for vacation days following Department procedures. Any employee whose annual bid request was rejected may elect to keep their request active in the event that the date(s) become available. These requests shall be considered first and by employee seniority over any requests made after the annual bidding period has ended.
- v. Vacation leave will only be granted if the employee making the request has a leave balance that, with projected accruals, would be sufficient to cover the entire leave request. The Employer reserves the right to cancel any approved leave request when there is insufficient leave balance to cover the total leave period. In such cases, the Employee will be given written notice of the cancellation. When scheduling vacation, it must be for the entire time requested. "Placeholding" hours may not be submitted.
- vi. Pre-approved leave must be cancelled no later than the Tuesday prior to the week when approved day(s) off are scheduled. The Employer may grant an exception in case of a driver shortage if a driver voluntarily offers to cancel leave and no work is being taken away from Extra-board drivers.

~~vi.~~ vii. At the end of a pay period, drivers who have worked less than 40 hours per week may elect to use accrued vacation leave without pre-approval to increase their weekly paid hours to a maximum of 40 hours per week.

- c. Vacation Payout: All accrued, unused vacation up to two hundred forty (240) hours will be paid upon resignation, termination or retirement, when an employee leaves MTA. Additionally, as of December 1 of each year, an employee who has not had a reasonable opportunity to use accrued vacation leave that would, therefore be lost, may request of the General Manager to cash out a maximum of eighty (80) hours of such leave.

Section 18.6 Washington Paid Sick Leave: Washington Paid Sick Leave (WPSL) is available for all employees to use for qualifying reasons per state law. For a full description of the Employer's policy regarding WPSL, see the Washington Paid Sick Leave Policy, which is considered part of this agreement.

- a. Accrual: All employees begin accruing WPSL at the commencement of employment. All employees accrue WPSL at the rate of one hour for every 40 hours worked (including overtime). All full-time employees accrue WPSL at the rate of one hour for every 40 hours worked, but in no case accrue less than two (2) hours per pay period. (e.g., a full-time employee working 37 hours per week during a two-week pay period will accrue two (2) hours of WPSL.)

Part time, Seasonal, and Temporary employees will accrue WPSL at a rate of .025 per hour for each hour worked.

- b. Eligibility: All employees are eligible to use accrued WPSL beginning on the 90th day of employment. WPSL accrued during a pay period may not be used until the following pay period.
- c. Carryover: At the end of the accrual year, up to forty (40) hours of accrued, unused WPSL will be carried over to the next accrual year. For regular full-time and part-time employees, any accrued, unused WPSL over forty (40) hours will carry over to the employee's Mason Transit Authority Sick Leave balance (see Section 18.6.2).

Section 18.7 Employer Paid Sick Leave: In addition to the Washington Paid Sick Leave, Employer paid sick leave is available for all regular, full-time employees to use for qualifying reasons as per the Mason Transit Authority Sick Leave (MTASL) Policy. For a full description of qualifying reasons and details of usage, refer to the policy, which is considered part of this agreement.

Accrual: All eligible employees begin accruing MTASL at the commencement of employment. Regular full-time employees accrue MTASL at the rate of 1.69 hours per pay period. For example, 1.69 hours per pay period x 26 pay periods = 44 (rounded) hours of MTASL per year in addition to the 52 hours accrued (assuming no overtime worked) under the Washington Paid Sick Leave Policy, as required by law, for a total of 96 hours per year. MTASL balance will not exceed 960 at the end of the calendar year. Hours above 960 will be forfeited at that time.

Use of MTASL: Regular, full-time employees are eligible to use accrued MTASL upon commencement of their employment. MTASL accrued during a pay period may not be taken until the following pay period.

Employees must provide reasonable notice, as described per the policy, to their team manager or designee regarding use of MTASL whenever possible, along with a Paylocity Time-Off Request. If no advance notice is possible, then the Paylocity Time Off Request must be submitted on the day following the employee's return to work.

If the absence is foreseeable, the employee must notify his or her team manager at least 10 days, or as early as possible, before the first day MTASL will be used.

If the absence is unforeseeable, the employee, or a person on his or her behalf, must notify his or her team manager as soon as possible, preferably no later than one (1) hour before the employee's scheduled start time.

The employee may be required to provide verification for using MTASL for a qualifying reason, or upon reasonable suspicion of sick leave abuse (e.g., Pattern Absence), as provided in the policy. If verification is requested, the employee must submit a completed verification form to team manager or supervisor no less than 10 calendar

days from the first day an employee used MTASL.

Unexcused absences may be subject to the Employer's Performance Counseling Policy.

Section 18.8 Sick Leave Payout: Employees who have accrued at least four hundred eighty (480) hours of MTASL as of December 1 of each year may elect to exchange any number of hours so long as the balance remains at or above four hundred eighty (480) hours for a fractional payout on the following pay period at an exchange of one hour's pay per two hours accrued leave (1:2).

Upon separation of employment or retirement, under non-disciplinary circumstances and with at least five (5) years of employment with the employer, the employee shall be paid for all accumulated sick leave up to nine hundred sixty (960) hours at the following rates of pay per accrued hours:

Accrued Sick Leave	Cash Out Rate
0 – 480 hours	1:3 hours
481 – 960 hours	1:2 hours

Section 18.9 FMLA Leave: Eligible employees will be granted up to twelve (12) weeks of Family & Medical ("FMLA") leave in a twelve-month period, for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one (1) year of the child's birth);
- the placement of a son or daughter for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one (1) year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Employees may take up to twenty six (26) weeks of FMLA in a single twelve (12) month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as "military caregiver leave").

FMLA leave may be paid, unpaid, or a combination of paid and unpaid, at the employee's discretion. All other aspects of FMLA leave will be administered in accordance with MTA's

FMLA policy.

Section 18.10 Washington Paid Family and Medical Leave: Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will be total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down by the State). Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The Employer shall pay any remaining portion as required by law.

Section 18.11 Jury/Court Duty: An employee summoned to jury duty during their scheduled shift shall submit their timecard showing work hours missed due to jury duty and actual work hours, so as to receive a normal workday's pay. A copy of the court notification for required jury duty must be provided to the Operations Manager fourteen (14) days prior to the commencement of the jury duty or as soon as is practicable.

MTA is not obligated to pay an employee for jury duty outside of an employee's scheduled work hours. Travel time to and from jury duty is not paid time. If an employee is scheduled to perform jury duty outside their normally scheduled shift, the employee may make arrangements to flex their shift, subject to approval by the Operations Manager.

Employees must keep the Operations Manager informed as to their status and availability for work. If an employee is able to work part of a shift before or after jury duty hours, the employee must report to work and perform normal work duties.

Section 18.12 Military Leave: Military Leave shall be provided in accordance with the Uniformed Services Employment and Reemployment rights Act (USERRA), RCW 38.40.060 and other applicable laws. Written verification supporting the request for Military Leave shall be submitted by the employee in a timely manner. Employees will receive regular pay for the first twenty one (21) days of military leave during the twelve (12) month period January 1 to December 31.

Section 18.13 Other Non-Medical Leaves: The Employer may, at its discretion, also grant leaves of absence with or without pay for other reasons the Employer considers valid such as for education purposes or personal non-medical related problems. Leaves will only be granted when they do not interfere with the operations of MTA. Requests for leaves must be made in writing to the Operations Manager, and must be approved by the General Manager. Non-medical leaves shall not exceed a period of six (6) months from the first day of the approved leave. Unpaid time off shall not be granted unless the employee has used all available and accrued paid leaves.

At termination of any leave of absence, the employee shall, upon application to the Operations Manager, be returned to their former classification. In the event the former classification has been abolished, then the employee shall be subject to the layoff provisions set forth in Article 22.

Section 18.14 Bereavement Leave: Employees are entitled to a maximum of three (3) days off with pay, when absent from scheduled workdays to attend the funeral of a member of the employee's immediate family or to attend to other necessary responsibilities resulting from the death of the family member. Immediate family includes spouse, domestic partner, parent, children, siblings, stepparents, stepchildren, stepsiblings, grandparents, grandchildren, parents-in-law, son in-law, daughter in-law and brothers or sisters-in-law. The employee may be asked to provide documentation, which may be a doctor's statement, newspaper article, death certificate, etc., prior to being granted the leave.

With a supervisor's prior approval, two (2) days of accrued sick leave, personal days, or vacation leave may be used for additional bereavement leave. A day of bereavement leave shall be in accordance with the employee's regularly scheduled work day.

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Section 18.15 Donated Leave: An employee may, on a strictly voluntary basis, donate non-WPSL sick leave to another employee in the bargaining unit who has exhausted his or her sick leave, vacation or personal holidays with the following conditions:

- Donation must be for an Employee's serious health condition under FMLA standards.
- Donor must maintain a minimum of eighty (80) hours of leave.
- Donations may not accumulate to more than forty (40) hours per event.
- Employee is not eligible to receive worker's compensation benefits, unemployment benefits, Washington Paid Family and Leave pay, State retirement pension or long-term disability insurance.
- ~~Donated leave may be used for the one week waiting period for Washington Paid Family Leave.~~
- Hours donated are on an hour for hour basis in one-hour increments.
- The hours donated will be returned prorated if they are not used by the recipient.

ARTICLE 19 - PERSONNEL BENEFITS

Section 19.1 Health Care & Insurance Benefits:

19.1.1 Healthcare Benefits and Contributions Rates: The Employer provides medical, dental, and vision benefits to all eligible employees and their dependents. The Employer may elect to change carriers during the term of this Agreement. The actual plan provider, as well as the coverage offered, may be revised at the discretion of the Employer. ~~The Employer has authority to take any action necessary to avoid fee, charge, tax, premium increase, or other monetary penalty attributed to the Affordable Care Act's Excise Tax on High-Cost Coverage (the "Cadillac Tax").~~ However, prior to any changes being instituted, the Employer agrees to convene a committee of a Management Representative, the Union Representative and two (2) employees; one (1) each of represented and non-represented to explore options.

19.1.2 Contribution Rates: The Employer will contribute an amount equal to ninety-five percent (95%) of the total health care premium for each bargaining unit

employee and dependents eligible for healthcare benefits. Employees are required to pay, through payroll deduction, the employee share of the monthly contribution premium. If the amount of the monthly premium increases by more than 10% during any year, the employees and Employer will split the cost of premium increase.

19.1.3 Insurance Benefits: Employer pays the cost of Life Insurance and Long-term Disability Insurance for eligible employees.

19.1.4 Eligibility: Coverage begins on the first day of the month upon successfully obtaining the required CDL license and endorsements, following start of employment. Specific types of coverage, employee/dependent eligibility definitions and benefit payment schedules are described in Employer's healthcare and insurance plan booklets available to eligible employees through Human Resources.

19.1.5 Self-Pay Due to Leave of Absence: Health care coverage is available to an employee on unpaid, non-medical leave of absence provided the employee continues to pay for the coverage on a self-pay basis. The coverage of employees on a medical leave of absence will be continued; however, employees are responsible for their percentage contribution to the monthly premium.

19.1.6 COBRA Due to Separation of Service: Upon separation from Mason Transit employment or other qualifying event, an employee and/or the employee's eligible dependents may elect to continue health benefits at their own expense to the extent provided by law.

Section 19.2 State Pension (PERS): The employee and Employer shall be participants of the Washington Public Employees Retirement System (PERS) and subject to the rules and regulations of Washington State Law. Retirement information shall be provided by the Employer at the request of the employees.

Section 19.3 Deferred Compensation Plan: As part of the retirement savings package, all regular employees may participate in the Washington State Deferred Compensation Plan or AltaVest Corebridge Financial as part of their retirement savings package. Annual limits on the deferred amount, as set by the federal government, will apply.

Section 19.4 Education Assistance Program: Regular, full-time employees with one or more years of employment are eligible for reimbursement for courses that employees take at a recognized institution. These courses must, in the opinion of Human Resources, realistically increase the employees' competence in their present jobs or prepare them for advancement in the agency.

Maximum reimbursement is \$750 per quarter and \$2,250 per employee per year, approved in one-year increments, with a life-time maximum of \$9,000 per employee. The employee must receive a "C" grade or better (or "Pass" grade in classes which can only be taken "Pass or Fail"). Reimbursement will be made upon completion of the course and submission of course grades. The employee must submit a copy of the record showing grade achieved with his/her request for reimbursement. Books and materials will be reimbursed. Meals and

transportation costs will not be reimbursed. Time off from normal work hours to attend or travel to classes will be allowed with prior authorization from the Operations Manager.

Section 19.5 Employee Assistance Program: Employer provides access to the Employee Assistance Program at no charge to all employees and their dependents. The EAP provides confidential help to resolve a variety of issues, including physical or mental illness, substance use/abuse, legal, financial or other personal problems.

Section 19.6 Transportation Passes: MTA employee's immediate family shall be provided transportation passes during the employee's employment.

For purposes of this benefit, an employee's dependent is defined as a spouse as evidenced by a marriage license, a domestic partner, or a dependent child of the employee between the ages of 7 and 19 residing with the employee, and a child older than 19 who resides with employee but qualifies as a dependent due to a disability.

Section 19.7 Employer Sponsored Events or Programs: Employees are eligible to receive prizes, awards, incentives and compensation as the Employer may deem appropriate for their participation in Employer sponsored events or programs and is subject to IRS tax regulations.

ARTICLE 20 - PERSONAL TOOLS AND WORK CLOTHES

Section 20.1 Employer Provided Work Clothes: The Employer shall provide MTA-branded Uniform work clothing and foul weather gear at no cost to the employee. The Employer shall ensure that at least seven (7) sets of non-weather clothing (shirts, sweatshirts, etc.) are available to the employee, and that replacement of outdated, outsized, or worn out apparel may occur at any time. It is the Employer's responsibility to track employee clothing allowances and returns.

Section 20.2 Uniform Reimbursement: The Employer shall reimburse drivers up to ~~\$250-300~~ for pants, shorts, shoes, ~~and belts and hats~~ each calendar year. Additionally, the Employer shall reimburse drivers up to \$40 for timepieces once every two calendar years. The employee must submit a receipt to their supervisor for approval to be reimbursed. Reimbursement will be made through the next payroll following submittal to the payroll department. -T.

Section 20.3 Non-Uniform Wear (Seasonal wear, Sport Logo wear): Hawaiian shirts and Professional/College Sports Logo wear may be worn every Friday throughout the year. Other non-uniform apparel and items may be worn in accordance with current MTA uniform guidelines.

On days when the high temperature for Shelton or Belfair is forecast to be 80 degrees F or higher, drivers may wear their Friday non-uniform wear, MTA "Ride Transit" t-shirts, or other apparel as defined by MTA.

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Section 20.4 Uniform Committee: A Uniform Committee shall consist of up to two members appointed by the Employer and of up to four members appointed by the Union. The Uniform Committee shall meet at least twice a year to discuss the uniform program and select uniform items.

Section 20.5 Uniform Appearance: It is the responsibility of the driver to maintain their uniform in a neat, clean and presentable condition at all times. Uniforms must be worn according to the standards agreed upon by the Uniform Committee.

ARTICLE 21 - SENIORITY

Section 21.1 Definition of Seniority: For purpose of this Article, seniority shall be used for determining retention of position (after completion of probation period), bidding and vacation scheduling. Seniority shall be defined as the length of continuous time of service with the Employer within classifications covered by this Agreement plus the provisions of Section 21.2 and 21.3 listed below. If two or more employees are hired on the same day, seniority preference will be assigned by date and time of application for that job opening.

Seniority as calculated herein shall not be used in determining benefit eligibility/accrual and step adjustments (see applicable articles).

Section 21.2 Effect of Probation on Seniority: If an employee is laid off during his probationary period and subsequently rehired, any seniority accumulated during the twelve (12) months immediately preceding the rehire date shall be counted toward the seniority.

Section 21.3 Additional Accumulation: Seniority shall include in addition to length of continuous time of service defined in Section 21.1 above:

- a. The time lost by reason of industrial injury, industrial illness or jury duty.
- b. The time spent on authorized medical leave of absences, parental and family leaves.
- c. The time spent on leave of absence granted for the purpose of serving in the Armed Services of the United States.
- d. The time spent on authorized Union business or on leave of absence for Union business.
- e. The first thirty (30) days of any other authorized leave of absence.
- f. The time on layoff from the bargaining unit not to exceed in each instance a period of twelve (12) months.

Section 21.4 Loss of Seniority: An individual shall lose seniority rights for the following reasons:

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Retirement.

ARTICLE 22 - LAYOFF, RECLASSIFICATION, DOWNGRADES & RECALL

Section 22.1 Definitions: The meanings of certain terms used in this Article 22 and elsewhere in this Agreement are stated below:

- a. Reduction in Force (RIF) refers to reduction of the number of employees within a classification as listed in Appendix A of this Agreement.
- b. Reclassification refers to placement into a bargaining-unit classification of equal pay when a RIF occurs.
- c. Downgrade refers to placement into a bargaining-unit classification of lower pay when a RIF occurs.
- d. Recall refers to the process of reinstatement of employees to former jobs held which were lost by reason of a RIF.
- e. Layoff refers to the severance of employment of an employee due to a RIF.

Section 22.2 Notification of Layoff: The Employer shall inform the Union Stewards and the employees affected of date of layoff thirty (30) days or more in advance of such scheduled layoff.

Section 22.3 Reduction in Force Procedures: Reverse order of seniority within classification, shall determine which employee is affected by the RIF.

Section 22.4 Reclassification and Downgrade Rights: An employee affected by a RIF shall be granted rights of reclassification or downgrade to any previously held classifications if their seniority is greater than the seniority of another employee in such classification. The Employer shall offer the classification with highest rate of pay first to an employee with these rights, then if refused, shall offer the next lower paid classification held and so forth until all classifications previously held are exhausted. An employee may choose layoff rather than exercise these rights.

Section 22.5 Recall Rights: If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on the reverse order of the RIF subject only to the terms listed hereafter in this Agreement:

- a. Employees shall retain recall rights for a period of twelve (12) months from date of the reduction in workforce.

- b. Notice of Recall shall be sent to a laid off employee at the employee's last known address by certified/registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address. Any employee who fails to report for work within ten (10) days from the date of mailing notice of recall shall be considered resigned and shall have their name removed from the Recall List, unless such laid off employee is temporarily incapacitated preventing the employee from reporting or is employed elsewhere, in which case the employee must notify the Employer in writing within five (5) days after the receipt of the notice to return for work as quickly as the employee's health will permit or to give adequate termination notice to the employee's present employer.
- c. An employee on layoff or downgrade who rejects a recall offer to a classification previously held shall lose recall rights to such classification only.
- d. Mason Transit employees with recall rights shall be notified in writing of recall seven (7) days in advance of such recall. The employee shall be allowed twenty-four (24) hours to accept or decline.

ARTICLE 23 - PROBATION

23.1 New Employees: All new employees shall serve a probationary period of ~~six (6)~~nine (9) months commencing on their date of employment with the Employer. The retention of such employees shall be strictly within the discretion of the employer. This probationary period shall be extended by any period of unpaid leave. Upon mutual agreement of the parties, an employee's probationary period may be extended.

23.2 Rejected Employees: Rejected employees shall be notified of such action in writing by the Department Manager or designee at any time during their probationary period. Upon the completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall gain regular employee status. The employee shall be notified of successful completion by their supervisor.

23.3 Probationary Employees: Probationary employees shall not have recourse through the grievance procedure with regard to disciplinary actions, including discharge. On other contractual matters, except as noted below, the probationary employee shall be entitled to the same rights as other employees subject to the terms of this agreement.

Probationary employees are not eligible to receive vacation leave during their probationary period. Upon satisfactorily completing their probationary period, the employee will receive vacation leave retroactive to their date of hire into the bargaining unit.

ARTICLE 24 - PROMOTIONS AND TRANSFERS

Section 24.1 Job Openings and Posting: Promotion and transfer within the bargaining unit shall be made pursuant to the following procedures:

- a. The Employer shall post all vacancies, job openings and new classifications and it shall remain posted for five (5) days. The notice shall state the number of jobs to be filled, the rate of pay for each job to be filled and a job description including the work required and minimum qualifications.
- b. The notice shall be posted and applications received from employees prior to initiating public recruiting efforts, unless the vacant position is at the lowest classification level or, on the approval of the General Manager, it is in the best interests of the Employer to concurrently recruit internally and externally where, for example, there is a need to fill the position without delay or the position requires license or certificates, specialized qualifications not known to be possessed by employees.
- c. ~~Administrative Services Manage Human Resources~~ shall be responsible for the initial screening of all employee applications for vacant positions for the purpose of determining which applicants possess the minimum qualifications. ~~Administrative Services Manager~~ ~~Human Resources~~ shall refer the most qualified candidate(s) to the Operations Manager, or designee, for interviews and/or testing. If the Operations Manager is not satisfied with the candidate(s), additional recruiting may be requested.
- d. An employee who is not selected for the test and/or interview may request a meeting with the Operations Manager to learn the reasons why the employee was not selected.
- e. In the selection of an employee to fill a vacancy, the following factors may be considered:
 - Qualifications (experience, training, education, skill, ability and past performance);
 - Efficiency;
 - Disciplinary record; and
 - Length of service.

The Operations Manager will have discretion in making the final decision on employee selection.

Section 24.2 Right to Return to Former Position: Bargaining unit employees who transfer or are promoted to a position with Mason Transit but not covered by this Collective Bargaining Agreement shall have the right to return to their former position for a period of two (2) complete shift bids.

Any employee exercising their right to return to their former position shall have the same seniority as of the time they transferred out, but in no case will they accumulate seniority while working outside of the Bargaining Unit.

Section 24.3 Transfer to or from Bargaining Unit: Bargaining Unit Members that transfer or are promoted to a non-represented position within MTA shall receive a minimum of a five percent (5%) increase in pay based on their current wage rate. If the employee returns to their previous position within two (2) complete shift bids, their pay shall revert to the level appropriate to their original step date and shall regain their previous seniority status.

Employees not a part of the bargaining unit that transfer to the drivers' group shall be placed

at the step listed in the table in Appendix A of this bargaining agreement that provides a wage rate closest to their current rate without reducing their pay, but not to exceed the maximum step. All employees transferring to the drivers' group, including those returning to a previous position after two (2) complete shift bids, shall retain their existing MTA seniority date for the purposes of vacation selection but will start at the bottom of the driver seniority list for purposes of shift selection and/or Reduction-In-Force.

ARTICLE 25 - SUBCONTRACTING

The Employer shall not contract out work performed as of the date of this contract by members of this bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen, or the Employer is not reasonably able to provide the necessary tools, personnel or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

ARTICLE 26 - SHIFT BIDDING

The Employer agrees to shift bidding three (3) times per year. Additional bids may be scheduled to meet business needs regarding routed or other service schedule changes upon mutual agreement with the Union. A minimum of two (2) weeks prior to the shift bid, MTA will post all available shifts and the current seniority list. For purposes of shift bidding, seniority will determine on the basis of length of employment within classification.

The Employer has the right to control the work force in its entirety, including the shifts to be offered; however, any alteration from the shift bid will be submitted to the Union for review and input at least thirty (30) days before shift bidding begins. [The bid shall go into effect at least two \(2\) weeks from the start of shift bidding.](#) The Employer has the right to establish the number of positions by classification.

Unanticipated vacancies that occur between bids as the result of a voluntary or involuntary termination, or an extended absence of greater than thirty (30) days (including for training or a light duty assignment), will be filled by the Employer offering the shift to the Driver who is

~~next on the seniority list~~ the most senior driver and then to drivers next on the seniority list, and so on until all positions are filled ("line shake-up") . During the shift bid, upon the return of the Regular Driver from a leave of absence, the bid will revert back to the original bid at the start of the work week within two weeks of the notification from the Regular Driver stating the ability to return to full-time status. If the Regular Driver is only able to return part time, the Regular Driver will be assigned to the extra-board until a time comes the Regular Driver is able to return full time.

If there are fewer than thirty (30) days until the next shift bid, the position will be filled by the extra board until the return of the Regular Driver or the next shift bid. If newly created positions or new shifts will be offered in between bids, there will be a bid by seniority if the work will commence more than thirty (30) days before the next regular bid.

If a Driver is on a leave of absence that is expected to extend into a new bid cycle and expects to be able to work a regular shift during at least thirty (30) days of the bid cycle at any point, they shall be able to bid a shift of work. If a Driver is not expected to return to full time status within the first thirty (30) days of the bid cycle, a line shake-up for their work will immediately commence following the completion of the shift bid.

If the Driver is not expected to work at least thirty (30) days of the bid cycle, they may not bid, with the exception that a Driver on a protected leave of absence, (e.g. FMLA), may bid a shift regardless of expected dates of return.

ARTICLE 27 - SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect. Either party may request re-negotiation of invalid provisions for the purpose of adequate and lawful replacement thereof.

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ARTICLE 28 - DURATION OF AGREEMENT

This Agreement, when adopted by the Mason Transit Authority and approved by the Union, shall become effective as of ~~June 1, 2020~~ and shall remain in effect until May 31, 202~~6~~3 subject to the following provisions:

Letters of Understanding. In recognition of the possibility that changes may be desired for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. While neither party is obligated to negotiate changes to the Agreement during the contract term, should agreement be reached, the modification shall be attached as supplemental letter of understanding to this contract and shall remain in effect for the life of this Agreement.

AGREED TO THIS ~~22nd DAY OF JULY, 2020.~~

MASON TRANSIT AUTHORITY

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, DISTRICT LODGE 160

~~Danette Brannin~~Amy Asher, General Manager

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APPENDIX A - WAGE SCHEDULES

Step		2023 5.0%	2024 3%	2025 3%
Training	0-.25 year:	\$ 22.31	\$ 22.98	\$ 23.67
1	.25-1.5	\$ 23.80	\$ 24.52	\$ 25.25
2	1.5-2.5	\$ 24.70	\$ 25.44	\$ 26.20
3	2.5-3.5	\$ 25.60	\$ 26.37	\$ 27.16
4	3.5-4.5	\$ 26.48	\$ 27.28	\$ 28.09
5	4.5-5.5	\$ 27.37	\$ 28.19	\$ 29.04
6	5.5-6.5	\$ 28.27	\$ 29.11	\$ 29.99
7	6.5-7.5	\$ 29.76	\$ 30.65	\$ 31.57
Longevity				
	Per Hour		Pay Premiums	Per Hour
	10 YRS	0.70	Lead Driver	\$4
	15 YRS	0.90	OJT, Trainee	\$3
	20 YRS	1.20	Foreign Language	\$2
	25 YRS	1.40		
	30 YRS	1.65		

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Adjust existing pay steps to reflect the following increases as shown above, (retro for all employees currently employed at ratification):

6/1/2023: 5%

6/1/2024: 3%

6/1/2025: 3%

No change to longevity or other pay premiums

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APPENDIX B

ACCIDENT REVIEW COMMITTEE

1.0 Accident Review Definitions

- An “accident” is defined as any occurrence involving Mason Transit vehicle that results in damage or injury.
- A “preventable accident” is defined, according to National Safety Council (NSC) guidelines, as an accident in which the Driver failed to do everything reasonable to avoid it.
- A “non-preventable accident” is one in which the employee did everything reasonable to avoid the accident, yet was involved in an accident. An example would be an accident due to the negligence of another motorist.

1.1 Initial Review and Determination

Upon receipt of an Event Report regarding an accident, the Safety & Training Supervisor or designee will investigate the Event Report, including discussing the circumstances with the Driver involved. All available information will be gathered including statements from witnesses or other MTA staff with direct knowledge of the Event. A review will be conducted by the Safety & Training Supervisor or designee within fourteen (14) calendar days of the accident and a determination of “preventable” or “non-preventable” will be forwarded, in writing, to the Operations Manager, the Operations Supervisors, and the Driver. Failure to meet the fourteen (14) calendar day deadline shall result in the dismissal of any and all actions against the driver and removal of all documentation relating to the accident from the driver’s record.

If the Safety & Training Supervisor or designee is sent to the scene of an Event to interview the driver, they shall ask the driver if they would like to have a Union Steward present. If the driver asks for a Steward, the Supervisor shall either arrange for a Steward to join them at the scene and delay the interview until their arrival or reschedule the interview for a later time.

1.2 Appeal to Accident Review Committee

If the Driver disagrees with the findings, he/she may submit a written request within five (5) calendar days of receipt of the written finding to the Operations Manager requesting a review by the Accident Review Committee. The Accident Review Committee will consist of four members: two members identified by the Union, the Operations Manager, and an additional

Employer designee.

The non-voting Safety & Training Supervisor or designee will chair the Committee. The ARC will meet as needed, and will try to meet within fourteen (14) calendar days of notice of the appeal, subject to service needs. ARC meeting time will be considered paid work time. The driver involved may choose to present their facts to the committee and the committee may call the driver before them to present his/her facts regarding the accident. The driver will have the right to Union Representation at the meeting.

The decision of the Committee will be arrived at by secret ballot counted in the presence of the committee members. The Committee shall judge the accidents as non-preventable or preventable. In the event that the committee is unable to reach a majority decision, the original decision shall stand unless appealed to the General Manager. The Safety & Training Supervisor will inform the Operator and the Union in writing of the committee's decision.

1.3 Final Appeal

If the Driver does not agree with the Accident Review Committee findings, he/she may submit a written appeal to the MTA General Manager within five (5) calendar days of notice of the ARC decision requesting a review of the ARC's findings. The General Manager will review the findings, all available information, and meet with the Driver within five (5) working days of receipt of the Request for a Final Appeal. The General Manager will rate the accident as "preventable" or "non-preventable." The decision of the General Manager will be final.

New Article

APPENDIX C FACILITIES and VEHICLE COMMITTEES

1. Facilities: When remodeling or refurbishing existing infrastructure or constructing new infrastructure, the Employer shall seek and consider feedback on furniture, equipment, access, usability and function of spaces as it relates directly to the driver work or break areas.
2. Acquisition of new vehicles: When the Employer purchases new vehicles to be used by drivers, it shall use a committee of drivers to assist in the selection, design, and approval of the vehicles. The Employer shall make a good faith effort to incorporate as many of the committee's recommendations as is practical. The committee shall be primarily composed of drivers who currently use or will be expected to use the same type of vehicle on a regular basis.

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RESOLUTION NO. 2023-08

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE AGREEMENT WITH THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT
LODGE 160, FOR THE PERIOD JUNE 1, 2023 TO MAY 31, 2026 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

WHEREAS, negotiations between the International Association of Machinists and Aerospace Workers District Lodge 160 and Mason Transit Authority have been completed and both parties have reached an agreement for the regular full-time, regular part-time and Lead Drivers collective bargaining unit for the period June 1, 2023 to May 31, 2026;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the agreement between the International Association of Machinists and Aerospace Workers District Lodge 160 and Mason Transit Authority for the period June 1, 2023 to May 31, 2026 (the "Agreement"); and

BE IT FURTHER RESOLVED that it hereby authorizes the General Manager to sign the Agreement.

Adopted this 20th day of June, 2023.

John Campbell, Chair

Eric Onisko, Vice Chair

Cyndy Brehmeyer, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

John Sheridan, Authority Member

Kevin Shutt, Authority Member

Sandy Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

AGREEMENT
Between
MASON TRANSIT AUTHORITY
of
SHELTON, WASHINGTON
and
INTERNATIONAL ASSOCIATION
of
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 160
for the period
June 1, 2023 to May 31, 2026

TA Version

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AGREEMENT

This Agreement is made by and between Mason Transit Authority of Shelton, Washington, or any successors or assignees thereof, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, representing employees of the Employer as described in Article I of this Agreement.

The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Employer and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

It is understood that the term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, the term "days" as used in this Agreement shall be defined as calendar days.

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

Mason Transit Authority of Shelton, Washington (hereinafter referred to as the "Employer") recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160 (hereinafter referred to as the "Union") as the exclusive collective bargaining agent for all regular full-time, regular part-time Drivers and Lead Drivers, as certified by PERC.

ARTICLE 2 - RIGHTS OF MANAGEMENT

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Maintain the efficiency of the Employer's operations;
5. Determine the methods, means and personnel by which the Employer operates and conducts its business;
6. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer's Handbook, providing that such policies, procedures, rules, and regulations do not conflict with the provisions of the Agreement; and that such policies, rules, and regulations are made available in writing to employees;

7. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer; and
8. Relieve employees from duty because of lack of work.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

ARTICLE 3 - JOINT LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established, which shall meet every other month, or more frequently as mutually agreed, to communicate and resolve issues of mutual interest in areas including, but not necessarily limited to: general operational issues as raised by either party; health and welfare concerns; apprenticeship program; and safety.

The committee shall consist of not more than three management representatives of the Employer and three representatives from the Union. By mutual agreement, other persons may be invited to participate from time to time in order to provide input on specific issues.

The Committee will meet at the request of either party. Meetings will occur no more often than every other month, unless mutually agreed. An agenda will be established in advance of each meeting. Time spent by bargaining unit members will be paid. Approval to attend will be subject to operational needs.

The Joint Labor-Management Committee may propose changes to the Union and the Employer; however, its recommendations are not binding, and its actions are not a substitute for formal bargaining.

ARTICLE 4 - NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not take the place of a bargaining unit employee, except:

- (1) for purposes of instruction; or
- (2) in cases of emergency or other unanticipated circumstances impacting shift or service coverage that are beyond the control of the Employer.

ARTICLE 5 - EMPLOYEE EVALUATIONS

Mason Transit Authority reserves the right to evaluate employees' work performance. Drivers will be evaluated no more than two times annually on their road performance with one evaluation to include Core Competencies and Guiding Principles. The evaluations will be

conducted based on standards set forth on the Driver Evaluation form and in line with published policies. The employee shall receive a copy of the Driver Evaluation form in advance of their evaluation. Employees shall be presented a copy of their evaluation at a private conference with their immediate Supervisor. If an employee is dissatisfied with their evaluation, the employee may request and shall be granted a meeting to discuss the appraisal with the next level supervisor. The employee may attach a written response to the evaluation within seven (7) days of the evaluation or meeting, whichever is later. Management will provide opportunity annually for Shop Stewards to provide input on the evaluation form and process.

ARTICLE 6 - STRIKES OR LOCKOUT

During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request or assist in a slowdown, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slowdowns or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. Discipline or discharge for violation of this Article may be processed through the grievance and arbitration procedure. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 Union Membership – Voluntary. Employees in positions in the bargaining unit represented by the Union will have the opportunity to voluntarily become members of the Union. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union.

Section 7.2 Authorization of Dues. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or fees. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization may be written, electronic, or by recorded voice, and must be made to the Union. The employer will deduct dues or fees once it receives written authorization from the Union. An authorization remains in effect until revoked in writing and submitted to the Union, in accordance with the terms and conditions of the authorization. The Union will notify the Employer of any cancellations in writing.

Section 7.3 Union to be Provided Notice of Meeting of New Employee. The Employer shall schedule a voluntary meeting between newly hired employees and the designated Union representative. The employer shall provide written notice by email to the designated union representative of the time and place of such meeting. The meeting shall take place

during the Employer's orientation process for the new employee; or, if there is not such orientation, within three days after the employee starts work. The union representative shall respond by email confirming the Union's availability to attend the meeting.

Section 7.4 Indemnification. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVES AND UNION ACTIVITY

Section 8.1 Business Representative Access to Work Site and/or Employees: The Business Representative or other full-time representatives of the Union shall be admitted to the facility by the Employer or allowed to talk to employees during working hours, provided advance notification is provided to the General Manager or designee and such visitation does not interfere with normal operations. All such representatives shall comply with the security regulations as required of all other visitors.

Section 8.2 Union Steward: The Union shall designate three employees as Union Stewards and one alternate to investigate complaints or claims of grievance on the part of the employees or the Union. The Union will inform the Employer in writing when a change in Union Steward or alternate takes place. Investigations will not interfere with the normal business of the Employer or any employee, except when approved by the Employer. Stewards will strive to minimize normal work time spent on complaints or grievances. Time spent by Union Stewards representing employees will be paid by the Employer when such time involves meetings with the Employer.

Section 8.3 Union Bulletin Boards: The Employer shall provide three bulletin boards for the Union's exclusive use. One each located at the John's Prairie base driver's lounge, the Transit-Community Center driver's lounge, and the Belfair Base driver's lounge. The bulletin board is for the posting of rules, regulations, and notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union Business". Nothing posted on the bulletin board shall be derogatory in nature towards the Employer, its elected officials, its bargaining representatives, or other personnel.

Section 8.4 Union Access to Electronic Equipment: The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimus* cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the Employer's email and telecommunication equipment, and that any communication is subject to inspection and public disclosure.

Section 8.5 Union Activity: No employee shall be discharged or discriminated against in any way because of their membership or participation in sanctioned activities in behalf of the Union.

Section 8.6 Union Leave: Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for the term of office or any renewal thereof; provided, however, that thirty (30) day's notice is given. Employees granted such leave may return to their former classification without loss of seniority rights, provided that they remain qualified, with or without reasonable accommodation, and there is a vacancy in that position.

Employees may also be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, contract negotiations and any other bona fide Union business. Requests for time off must be in writing, signed by the Business Representative, seven (7) days in advance of the time off and addressed to the Manager of Operations except in emergency situations, in which event such advance notice shall be given no less than forty-eight (48) hours in advance.

ARTICLE 9 - INFORMATION TO BE FURNISHED TO THE UNION

Section 9.1 Memo Posting: Copies of all memos posted will be provided to the designated shop steward at his/her request.

Section 9.2 Employment/Classification: The Employer agrees to make available to the Union the following information regarding bargaining unit employees:

- a. A list of members and any new members.
- b. Classification of employees.
- c. Rate of pay of employees.
- d. Seniority date.
- e. Employee's loss of seniority for any reason.
- f. Job descriptions (if new or revised).
- g. Employee Handbook and other agency written policies.

ARTICLE 10 - NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, sexual orientation, gender identity, age, marital status, national origin or physical, mental or sensory disabilities, honorably discharged veteran or military status, discrimination pursuant

to the Americans with Disabilities Act or other basis prohibited by local, State or Federal law. The Union and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 11.1 Just and Sufficient Cause: No employee shall be discharged, suspended or otherwise disciplined without just cause.

Section 11.2 Definitions: For purposes of this Article “active for work” is defined as: All paid time being credited towards the specified period of time. Any unpaid leave time beyond ten (10) consecutive calendar days will not be considered active for work, with the exception of military leave.

For purposes of this Article “active disciplines” are defined as: All disciplines that have not expired.

Section 11.3 Performance Counseling: Performance issues, unless otherwise addressed in Section 11.4, will be administered through the performance counseling process set forth in the Employer’s Performance Counseling Policy and made part of this agreement. The Performance Counseling Policy is designed to address performance issues through five levels depending on the severity of the issue:

- a. Counseling and Verbal Warning
- b. Written Warning
- c. Decision-Making Leave
- d. Suspension
- e. Discharge

Section 11.4 Categories “A” & “B”: Most performance problems in the workplace will fall under the Performance Counseling Policy as a means of correcting the performance. However, there are some infractions which, by their severity or seriousness, would warrant more immediate and decisive action and therefore are categorized as A or B offenses.

Category "A"

Category A infractions are major infractions having the potential of dismissal on a first (or any) occurrence. These include, but are not limited to:

- Prohibited harassment
- Prohibited discrimination
- Fighting or violence in the workplace
- Theft
- Gross insubordination
- Reckless driving
- Violations applicable to the Drug and Alcohol Policy
- Cell phone use in accordance with Washington State law
- Failure to report an accident

- Falsification of any employment record

Category “B”

Category B infractions are serious infractions having the potential of a written warning, a suspension or causing an employee to be placed on decision-making leave.

Discipline in this category will be issued in a line of progression, when appropriate.

Examples of Category B infractions include, but are not limited to:

- Insubordination
- Responsibility for a serious incident
- Failure to follow accident procedures
- Falsification of or failure to file a report
- Traffic violations

In the event a previous Category A violation is considered by the Employer in determining a subsequent disciplinary sanction and the subsequent discipline is subject to a Step 3 (arbitration) review in the grievance procedure found in Article 12, the impact of the previous Category A discipline on the subsequent discipline may be considered by the arbitrator in the arbitrator’s application of the just cause standard.

Category A & B violations will remain in effect for twelve (12) months when the employee is “active for work.” The period of effect may be extended up to eighteen (18) months, commensurate with the seriousness of the violation and/or number of previous violations.

If a driver is currently at a Written Warning or above level of discipline, a Category B infraction may result in termination of their employment at Mason Transit.

Section 11.5 Discipline Time Limits: The Employer shall have fourteen (14) calendar days after the discovery of employee performance issues to complete the investigation, any investigatory meetings, and provide final written notice of discipline to the employee. This time limit may be extended by mutual agreement of both parties. If the deadline is not met, no disciplinary action against the employee shall be taken, and all related documents shall be removed from the employee’s file.

All discipline that falls under the Performance Counseling process shall expire and be removed from the employee’s file no later than one (1) year, after the most recent related disciplinary event. After each expiration, any disciplinary action that is related to a previous, but expired, disciplinary action shall start a new performance counseling progression at the lowest applicable level.

Section 11.6 Last Chance Agreement: In lieu of termination, the parties may agree to the terms of a Last Chance Agreement (LCA). The terms of an LCA are subject to the mutual agreement of the parties and unless otherwise agreed set no precedent for other disciplines.

Section 11.7 Notification of Disciplinary Action: In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Before imposition of discharge, demotion, or unpaid suspension, the Employer will provide advance notice of the intended disciplinary action.

An employee shall have the right to have a Union Steward present at a disciplinary interview, upon request. When a meeting with an employee has been requested by the Employer, and where discipline may result, it is agreed that it is the responsibility of the affected employee to request representation from their Shop Steward. If a Shop Steward is requested, the meeting will be scheduled for the next day, if necessary. If relief is required, it is the responsibility of the Shop Steward to request time-off.

Section 11.8 Appealing Discipline: Should there be any dispute between the Employer and the Union concerning the existence of just cause for discharge, suspension, demotion or discipline resulting in loss of compensation or benefits, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement. Counseling and verbal warnings shall not be subject to the grievance procedure. Written warnings may be appealed through the first two (2) steps of the Grievance Procedure only. The findings of the General Manager shall be attached to the written warning. If the parties fail to agree, the written warning will stand. The Union may attach a statement of their position to the written warning.

An Employee may appeal his/her suspension or dismissal through the grievance procedure. For purposes of this Article, "Decision-Making Leave" is considered a form of suspension.

An employee serving in their initial probationary period may be dismissed within the probationary period with no appeal of the dismissal. It is understood however, that a probationary employee has all rights to the grievance procedure for all other actions. Probationary employees may request union representation at a dismissal hearing.

Section 11.9 Reinstatement: In the event it is found that an employee has been discharged without just cause, such employee shall be reinstated to the employee's former position. In no way shall the period of unjust discharge affect the employee's seniority rights or the employee's rights to the other benefits agreed to herein.

Section 11.10 Administrative Leave: The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure and is not considered a part of discipline.

Section 11.11 Camera Footage: It is understood that the Employer has the right to access and view camera footage of any equipped vehicle at the time of their choosing. For the purposes of this section the term "camera footage" shall be defined as any and all information recorded through the vehicle mounted recording system and mobile data terminal. The use of camera footage for the purpose of discipline is limited to the following conditions:

- a. The driver has received a verifiable complaint, safety or non-safety related, about their

- performance or conduct while in the vehicle.
- b. The driver has submitted, or is expected to submit, an Incident, Event or Injury Report concerning events that occurred on or in direct relationship to the vehicle or events that occurred concerning the driver while performing their duties while in view of the vehicle camera.
 - c. The eligible footage is limited to a period no longer than five (5) minutes before the start of the event and no longer than five (5) minutes after the conclusion of the event. A driver may assent to increasing this window or to viewing specific other time points as part of their defense during a video review session.
 - d. The driver has the opportunity to view and explain the events within the camera footage.

A complaint that is determined to be unjustified or facetious shall not result in discipline. All other camera footage viewed by the Employer may not be used in disciplining a driver unless unlawful behavior or a safety violation is observed. Non-disciplinary retraining of a driver may occur as a result of the Employer viewing camera footage that is not subject to the conditions above. Such retraining shall not occur without the driver being given the opportunity to view the camera footage and explain or otherwise defend the incident. The Employer agrees not to engage in random or targeted surveillance ('fishing') of any driver.

The viewing of camera footage that is triggered by an outside agency, such as law enforcement, under a Public Records request, not resulting from an Employer vehicle accident or incident or complaint about the conduct or performance of a driver, shall not result in any form of discipline or retraining. The employer shall endeavor to take all steps possible to protect and conceal the identity of the driver, including but not limited to, the use of video editing techniques such as blurring or blacking-out the driver's image

A driver may request and shall receive a copy of any available camera footage from their vehicle. The request shall not trigger a disciplinary event or non-disciplinary retraining event.

Section 11.12 Reviewing Disciplines on File: An employee has the right to review both the personnel file maintained by Administrative Services and the working file maintained by his/her Department.

Section 11.13 Discipline Copies to Union: The Employer will send copies of any written discipline placed in an employee's personnel file to the Union office.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 Purpose: The purpose of this procedure is to provide an orderly, effective, and expeditious method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. However, it is understood that failure of the parties to come to an agreement shall not be looked at disparagingly nor should it have a negative impact on the effectiveness of this procedure. It is further understood that there shall be no suspension of work, slowdown or curtailment of

services while any grievance is in the process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 12.2 Definition: A "grievance", as used in this Agreement, shall be defined as a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning proper application or interpretation of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

Section 12.3 Prior to Grievance: Prior to filing a grievance an attempt should be made to settle the dispute by discussing the matter with the immediate supervisor or other appropriate management personnel.

Section 12.4 Grievance Steps: Steps in the grievance procedure for disputes involving contract interpretation or disciplinary action shall be handled in the following manner:

Step 1: Formal Grievance – Department Manager

Grievances must be filed within fourteen (14) days of the occurrence of the event which gives rise to the grievance, or within fourteen (14) days of when the employee is informed of the event, by the individual affected or through their Shop Steward, to the employee's department manager, or the manager's designee.

The employee's department manager, or the manager's designee, shall attempt to satisfactorily settle the grievance within fourteen (14) days from the date of receipt of the employee's Step 1 grievance. Step 1 will include the following:

- a. A statement of the grievance and the facts upon which it is based, including the date of the occurrence and any relevant witnesses.
- b. The Articles or Section in this Agreement claimed to have been violated.
- c. Remedy sought.
- d. The signature of the aggrieved employee(s) and the Union representative (if presenting the grievance).
- e. Date of signatures/presentation.

Step 2: General Manager

In the event the grievance cannot be settled at the Step 1 level as defined above, it shall be submitted in writing within seven (7) days from the date of the department manager's, or the manager's designee's, Step 1 reply, by the Shop Steward to the Employer's General Manager and the Business Representative of the Union.

The written submission of a Step 2 grievance shall include the reasons for dissatisfaction with the department manager's, or the manager's designee's, solution.

The Employer's General Manager shall meet with the grievant, the Shop Steward, and the Business Representative of the Union within fourteen (14) days from the date of receipt of the Step 2 grievance, to attempt to satisfactorily settle the grievance. The General Manager will give a written response within seven (7) days of the meeting. If the Union is not in agreement with the written decision of the General Manager, the General Manager and the Business Representative of the Union will decide whether to submit the grievance to mediation or normal arbitration.

In the event the grievance is submitted to mediation and the recommendations of the mediator are not acceptable to either party, either party may request arbitration in accordance with Step 3 as defined below.

Step 3: Arbitration

Within seven (7) days of the Step 2 response or the mediation decision, the Union may on behalf of the grievant serve a demand for arbitration upon the other party. Within seven (7) days of the demand, the parties shall jointly submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) names from which the parties shall select their arbitrator. Within seven (7) days after receiving such list, the parties shall each alternately strike one name from the list, with the first strike being determined by the toss of a coin, until one name remains. The person thereafter remaining on the list shall be and become the arbitrator.

The parties will strive to schedule the earliest available dates for the arbitration hearing. Prior to commencement of the hearing, both parties shall stipulate to the issue(s) that will be presented for the arbitrator's consideration.

The arbitrator shall not add to, subtract from or in any way modify or change any of the terms or provisions of this Agreement nor shall the arbitrator have jurisdiction or authority to consider or decide matters concerning or involving a new or different agreement or requested changes in this Agreement.

The decision of the arbitrator shall become final and binding on both parties when delivered to them in writing.

Each party shall be responsible for half the costs of the arbitrator's fees and any joint expenditures. Each party is responsible for any compensation and expenses relating to presentation of its own case, including any witness and attorney's fees.

Section 12.5 Time Limits: The time limits may be extended by mutual agreement of the parties. In the absence of an agreed upon extension of the time limits the following sanctions shall apply:

- a. If the Union fails to follow the time frame in progressing to the next step, the issue is forfeited. If the Employer fails to follow the time frame in responding to a grievance, the grievance will automatically advance to the next step.

- b. If the responding party fails to follow the time frame in responding to the moving party, the moving party has the option to move to the next step. "No response" shall be the same as "denying the grievance". Thus, the moving party must so notify the responding party of this action when taken and said notification must conform within the time limits set forth for progressing to the next step.

Section 12.6 Grievance Investigation/Witnesses: The aggrieved employee and/or the shop steward shall be given full opportunity to investigate the grievance. Should the grievance proceed to Step 3 (Arbitration), each party will bear the salary costs of their own witnesses as follows:

- a. Employees participating in the preparation and conduct of an arbitration at the request of the Union will be paid through MTA's regular payroll process for such attendance; IAM will reimburse MTA for wages, PERS Employer contributions, and the value of all other compensation and benefits related to such attendance.
- b. MTA will submit a monthly billing to IAM for reimbursements due to MTA; billing to be itemized based on hours in attendance, wages, and the value of benefits.
- c. The billing rate will be based on an employee's straight time wage rate. Hours spent by employees participating in the preparation and conduct of an arbitration on behalf of the Union will not count as hours worked for purposes of overtime eligibility.

Section 12.7 Access to the Grievance Procedure: Notwithstanding the above terminology, either an employee or management shall have the opportunity to access this grievance procedure.

Section 12.8 Outcome of Grievance: In all cases, the grievant shall receive notification of the outcome of the employee's grievance.

Section 12.9 No Reprisals: There will be no reprisals against the grievant, the Union, the Employer, or others as a result of their participation in the grievance or arbitration process.

ARTICLE 13 - ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 14 – SAFETY AND TRAINING

Section 14.1 Mutual Objective: It is the mutual objective of both parties of this Agreement to maintain high standards of safety in order to mitigate as far as possible industrial accidents, illness and injuries. All employees are required to report observed safety hazards and concerns immediately to their supervisor.

Section 14.2 Safety Committee: A member of the bargaining unit will be elected to the Employer's Safety Committee. The Safety Committee shall meet once every month, or on another schedule mutually agreed upon by Committee members, and Safety Committee meetings shall be conducted on Employer's paid time. The duties of the Safety Committee will be to advise on matters relating to employee safety, review applicable safety laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken. Copies of the minutes will be posted on the Safety Board and on the shared directory.

Section 14.3 Safety Training and Equipment: The Employer will provide safety training to all employees and furnish safety and personal protective equipment for all employees, as is appropriate to individual positions. It shall be mandatory for all employees to participate in any required safety training provided by the Employer and to use safety and personal protective equipment when the Employer determines they are necessary.

Section 14.4 Retraining/Refresher Training: Retraining shall be applicable and practical to the extent possible. The Employer will make every effort to ensure retraining is done in a manner that meets the need of the Employer's expectations for the retraining and as well as conducted in a manner that is most effective for the employee, to include consideration of the employee's expected work situations. Refresher training will be conducted on a schedule that meets the requirements of the particular module and MTA expectations.

Section 14.5 Access Checks: Drivers may request that the Employer perform an Access Check at a particular location to ensure that a safe method of access is available. The Access Check will be completed within fourteen (14) days of the request and completed in the largest vehicle expected. If a driver indicates that they are concerned about the safety of accessing a location, the driver shall not be required to enter the location and given an alternative from dispatch until the Employer has completed the Access Check and informed the driver(s) of the results.

Section 14.6 On-the-Job Training: New drivers shall receive in service training with the accompaniment of an experienced driver ("On-the-Job Training"), prior to being placed on the Extra Board and released to drive solo. On-the-Job-Training shall ensure that new drivers receive full-block experience in driving all routes; Dial-A-Ride in Shelton and Belfair; starting and ending shifts at all bases; and reasonably anticipated special circumstances (e.g. mail run, bus swaps, etc.)

Section 14.7 Safe Driver Bonus: Drivers will be recognized annually for zero preventable accidents. A safety award will be given in the first pay period in December in the amount of \$300 for those who have been employed by Mason Transit Authority for at least one year, have zero preventable accidents, no safety suspensions, no Category A or B safety violations and fewer than three (3) valid incidents as determined by the Event Process. Those with absences greater than 30 days during the calendar year, exclusive of vacation or military leave, will not be considered for the safe driving award.

ARTICLE 15 - REQUIREMENT OF MEDICAL EXAMINATION

It is understood by the Employer and the Union that physical examinations or tests conducted by the physician of the Employer's choice may be required during the term of this Agreement. Safety and health of the employees and customers of Mason Transit Authority necessitate these requirements.

Section 15.1 Cost of Exams: The Employer shall pay the full cost for these examinations by the physician of the Employer's choice, if required. Employees shall receive copies of all medical reports from such required examinations.

Section 15.2 Employer-Required Exams: Employer-required exams include drug and alcohol testing (random, post-accident, reasonable suspicion and return to work agreements) and medical exams required by the Employer to determine if an employee can safely fulfill their job duties. Examinations which are *not* considered to be Employer-required include any physician report that is required as a condition of returning to work after a medical leave. The Employer shall pay for any lost time associated with undergoing any Employer-required medical examination.

Section 15.3 Return to Work Exam: An employee returning to work following an injury or illness that causes an absence of three consecutive days or more, may be required to provide a doctor's certification to return to work. The Employer may require a further examination to determine if the employee can safely fulfill their job duties. The Employer will pay any lost time and the cost of any further examination required by the Employer.

Section 15.4 Commercial Driver's License Examination: All Commercial Driver License (CDL) holders are required to undergo and successfully pass a State of Washington Department of Licensing physical examination at least every two (2) years throughout their employment. The employee may choose to use an Employer selected physician or may choose to use a personal physician for the required examination. Examinations are scheduled on the employee's own time. The employee must always carry the medical examiner's certificate on their person while driving a commercial vehicle. It is the employee's responsibility to timely arrange for the exam to ensure no lapse in the CDL.

Employer Physician: If the employee chooses the Employer selected physician the cost of the examination will be billed directly to and paid by the Employer, up to one time per year. Employees using the Employer physician will provide the Employer with a copy of the medical examiners certificate.

The Employer shall endeavor to retain the services of at least one (1) certified physician within Mason County who will provide examinations to all Employees. In the event that no qualified physician is available within the county, the Employer shall compensate Employees at least at the standard Business Mileage Rate for travel from home to the out-of-county Employer-selected physician.

Employee Physician: If the employee chooses to use a personal physician, the employee must schedule his/her own examination. Employees using their own physician will provide the Employer with an original copy of the completed medical certificate, signed by their physician. The employee is eligible to receive reimbursement for the cost of the exam (to include any required co-pay for the office visit), up to one time per year, provided the employee submits satisfactory evidence of the costs he/she incurred. The maximum allowed reimbursement will be up to the same amount the Employer would have paid if the employee chose to use the Employer's physician.

ARTICLE 16 - HOURS OF WORK, OVERTIME, INCLEMENT WEATHER PAY AND OTHER WORK ASSIGNMENTS

Section 16.1 Work Week: The work week for pay purposes shall commence at 12:00 AM Sunday and end at 11:59 PM the following Saturday.

Section 16.2 Work Schedules: In developing regular full-time bid shifts, the Employer will endeavor to ensure that at least seventy-five (75) percent are straight shifts. All regular full-time bid shifts shall have a minimum of thirty-six (36) hours scheduled work, and at least two (2) scheduled days off per work week and a minimum of ten (10) hours of time off between the end of work on one day to the start of work on the next.

A driver whose shift is fewer than forty (40) hours may elect to have additional work added to their schedule to make a forty (40) hour work week, if such work or duties are available as determined by the Employer. The driver must indicate to the Employer in written form a desire to work additional hours. The Employer will determine what work is assigned to the driver based on the need of the agency. If approved, the driver will be expected to perform the duties throughout the duration of the shift bid. If a driver is on leave when the duties would otherwise be performed, it is not expected the driver covering the shift would work the additional hours unless that driver so chooses.

Full-time drivers on the Extra board shall be guaranteed at least thirty (30) hours per week and two (2) scheduled days off, selected by seniority and a minimum of ten (10) hours of time off between the end of work on one day and the start of work on the next, if possible. The scheduling supervisor will contact an Extra-board driver prior to scheduling work that does not meet the minimum guarantee of 10-hours off between shifts to give the driver the option to work the available schedule. Work schedules for Extra-board drivers will otherwise vary based on the needs of agency operations. Extra-board drivers who are given a "call in" assignment but are not selected to work that day shall receive two (2) hours of pay. Extra-board drivers who do not meet the thirty (30) hour quota by the end of the work week shall

claim the balance of hours as hours worked on their timecard, provided the driver worked all assigned or offered shifts.

The Employer shall post the weekly schedule for drivers and supervisors at the John's Prairie base, TCC, and Paylocity, no later than Thursday of the preceding week. The daily Extra-board work assignment sheet shall be posted to the drivers' lounges and Paylocity no later than 2 pm the preceding weekday, or Friday for Monday assignments. Any changes made to a bid-shift driver's schedule after the weekly schedule has been posted, or to any driver listed on the daily Extra-board work assignment sheet after it has been posted, shall be notified by the scheduling supervisor, or their designee, of the changes as soon as possible.

Section 16.3 Block Swapping: Two regularly scheduled drivers may swap blocks with each other on an individual basis and may do so for the same day, or across different days of the same week. Block swaps may occur when one driver has the day off or otherwise so long as all mandatory rest period requirements are met. Notice of the intention to swap must be given to the scheduling supervisor no later than the Tuesday before the start of the week the swap would occur. A regularly scheduled driver may swap with an open block of work as defined by a block of work not part of a shift, in order to make appointments to minimize the impact on the Employer provided the Employer can accommodate the swap without adjusting another driver's schedule. Such swaps shall be subject to all conditions of a two-driver swap previously enumerated.

The Employer may elect to call a regularly scheduled driver and ask them to work a different block than scheduled or a non-driving assignment to meet the needs of the Employer. The agreement of the driver to work the replacement shift shall be voluntary. If the replacement work is fewer hours than those of the block the driver would normally have worked, the driver shall be paid for their regularly scheduled shift.

Section 16.4 Paid Time: Drivers' paid time shall commence at the time they are required to report at the base and will terminate at the time indicated by the block of work or when the block of work is completed, whichever occurs later, exclusive of any unpaid meal period. The paid time shall be extended in such cases when circumstances cause a driver to return later than scheduled, as well as completing any additional required paperwork, such as an incident or event report.

Section 16.5 Lack of Work and Leaving Early: Drivers shall be paid the applicable straight time driving rate for regularly scheduled work shifts. If a routed driver has completed their scheduled block before the scheduled end time, including all necessary paperwork and required or assigned tasks, the driver may be released for the day and receive full pay. If a Dial-A-Ride or Recovery driver has no further work assigned to their shift, the driver may be released for the day once all required tasks and paperwork are completed and receive the full pay, provided there is one hour or less of the shift remaining.

If on a given day, the overall amount of scheduled rides is such that there is determined to be an excess of drivers on duty, the Employer may offer Dial-A-Ride and Recovery drivers the opportunity to voluntarily leave early. Such offers shall be made in order of seniority to those on duty. Any driver accepting shall have the time remaining in their shift deducted from their pay. The driver may elect to use available vacation leave to make up the difference in time.

Section 16.6 Group Meetings and Training: Drivers who are scheduled for mandatory training sessions or meetings in lieu of some of or their entire regularly scheduled block of work, such that they would have fewer hours than they would have normally worked, shall be paid as though they worked their regularly scheduled shift. Any mandatory training or meeting that exceeds forty (40) hours of work shall be paid in accordance with Overtime, Section 16.9.

The Employer may require attendance at group meetings outside of regularly scheduled work shifts, so long as Employees are notified at least one week in advance. Time shall be counted as time worked and paid in accordance with the federal and state wage and hour laws. The Employer may require attendance at group meetings on Sundays up to four (4) times per year. An Employee on paid leave status prior to or after the meeting date shall be excused from the meeting, except for the Annual All-Staff meeting, but may be scheduled later to make up for any missed training. If an employee is on paid leave status, and chooses to attend a meeting, they will not be paid for more than their normal scheduled workday. Paid leave will be adjusted to complement time spent in the meeting to equal their normal workday. If the meeting occurs on a Sunday, they shall be paid for all hours attended.

Section 16.7 Meal and Rest Periods: Pursuant to RCW 49.12.187, the parties agree to vary and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.

Section 16.7.1 Meal Periods: Work schedules of greater than five consecutive hours are developed to include an unpaid, duty-free meal break between thirty (30) to sixty (60) minutes in length, not less than two (2) hours nor more than five (5) hours from the beginning of the shift. Employees are entitled to eat at any time during their shift as time and work duties permit. An employee whose meal period is delayed from the scheduled time shall be paid for the time worked.

The Employer shall make an effort to provide equivalent time later in the shift to complete the Employee's meal break. Such time shall remain paid. Employees must promptly notify Dispatch when they are delayed from beginning their meal period or unable to complete their meal period due to work interruptions.

Section 16.7.2 Break Periods: Drivers will receive a fifteen-minute paid, duty-free break period for every four hours worked. In computing the four-hour period, any unpaid meal period is not included. Drivers on routed service are expected to take their break on an intermittent basis between routes. Drivers on Dial-A-Ride and Recovery services shall receive a continuous fifteen-minute break as scheduled on their manifests. The Employer shall ensure that restroom facilities are available at or reasonably near their route termination and expected Dial-A-Ride and Recovery break locations.

Section 16.8 Work on Scheduled Days Off: In the event an operator works on their scheduled day off, a minimum of two (2) hours shall be paid.

Drivers interested in working on their scheduled day off or during a special event are responsible for putting their names on the "Sign-up Sheet to Work on Scheduled Day Off" or

particular special event sign-up sheet. Drivers may add or withdraw their name from the sheet at any time. Drivers who have requested work via the sheet will be offered available work on a rotating order designed to provide equal access to overtime work. The Employer may call Drivers on their scheduled day off to ask if they would work an open shift, agreement is strictly voluntary, and Drivers must ensure their name is added to the sign-up sheet as soon as possible. Refusal to work an offered extra shift shall not be grounds for discipline, nor shall a Driver be required to work an extra shift as a part of disciplinary action.

Drivers may be drafted for work in inverse seniority if enough volunteers are not available to meet service needs.

Section 16.9 Overtime: Employees are entitled to additional compensation in the form of overtime when they work more than forty (40) hours during the work week. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond (40) hours during a work week, including any additional paid premiums applied to the employee's regular rate of pay. For purposes of this section, the use of any paid leave (when an employee is off duty with pay relating to vacation, sick leave, personal leave, observed holidays, military duty, or jury duty) will not be calculated as hours worked for overtime purposes. The payment of an observed holiday, if it falls on an employee's regularly scheduled day off, shall not be counted as hours worked for overtime purposes.

Section 16.10 Inclement Weather Pay: The Employer shall distribute and collect inclement weather surveys (as defined by the Inclement Weather Policy) to all employees no later than October 31 of each year. The Employer shall maintain a record of all employee responses and refer to that information when periods of inclement weather occur. The Employer will take into consideration responses by drivers that have concerns of driving in inclement weather conditions and will attempt to reassign work. Reassigned work will be assigned by seniority and at the Employer's discretion.

When the Employer determines that inclement weather conditions are present, it will directly inform drivers via text of the initial operating conditions and any further steps drivers need to take during the period. This does not substitute for following the inclement weather plan.

Any employee directed to operate an Employer vehicle during inclement weather who has previously indicated by form an unwillingness to drive in such conditions or tells a supervisor that they feel current conditions are not safe for them to operate an Employer vehicle, shall be allowed to refuse such work and may be reassigned without discipline. Otherwise, the driver will be relieved of their duties for the day and compensated for any time worked or a minimum of two (2) hours. The driver may use vacation leave to compensate for hours missed.

When inclement weather conditions cause the Employer to cancel service, the employee shall receive compensation equal to hours of their block of work for that day. If the employee is unable or unwilling to drive their block of work, the employee may use available vacation without prior notice and no penalty of discipline shall be imposed.

Any available work on curtailed service days will be assigned on a volunteer basis, with consideration of employee's Inclement Weather Survey responses.

During forecasted high-temperature days (80 degrees F or higher), the employer shall provide cold bottled water for drivers at all break locations. Each year at the start of summer the employer will check the air conditioning units of buses to ensure that they are in full working order and that unit refrigerant levels are topped off.

During periods of low air quality (as defined by “moderate” air quality levels or worse as defined by the EPA air quality index), the employer shall stock and provide N95 (or equivalent, or better) masks at all MTA facilities.

Section 16.11 Language Fluency: Any employee deemed to be fluent in a language other than English and such language is a benefit to the Employer in regards to conversing with customers shall be paid an additional premium of two dollars (\$2.00) per hour when the Employer requests use of their language skills.

ARTICLE 17 - RATES OF PAY AND CLASSIFICATIONS

Section 17.1 Wage Rate: The classification and rates of pay of employees including pay premiums, are set forth in Appendix A, attached hereto and made part of this Agreement.

17.1.2: Longevity Pay Premium. The longevity pay premium shall be added based on the driver’s date of initial employment with MTA.

17.1.3: Pay Premium Classification. A driver in a classification that provides a pay premium shall receive that premium for all compensable hours.

Section 17.2 New Classifications: In the event a new job classification is established or there is a substantial change in the duties or requirements of established job, the Employer shall develop an appropriate classification and rate of pay to apply to such job. The Employer shall furnish the Union with the new classification and the rate of pay to apply to such job. If the Union disagrees with the assigned rate of pay within ten (10) days from the date of such submission or within such additional time as may be mutually agreed upon, the Employer may place the new job classifications and rate in effect subject to continued negotiation for rate of pay.

Section 17.3 Previously Defined Classifications: In the event that previously existing, but inactive, classifications that may have been historically entitled to a pay premium, but are not enumerated within this Agreement, are reinstated, they shall be treated in accordance with section 17.2 as if they are new classifications.

ARTICLE 18 –PAID AND UNPAID LEAVES

Section 18.1 Leave Accruals: Employees are eligible to accrue paid leave benefits if they work (or are in paid leave status) one half (1/2) or more of a pay period. Employees who work (or are in paid leave status) less than one half (1/2) of a pay period shall receive

prorated leave benefits; the proration will be based on the number of hours paid. Leave benefits accrued from the current pay period are available to the employee at the start of the following pay period (applies to all accrued leaves). An employee who exhausts their paid leave will be credited with any newly accumulated leave time upon their return to work, or at their separation of employment if the employee does not return to work. Leave benefits shall not accrue when an employee is on a leave of absence without pay.

Section 18.2 Weather Conditions: Employees are expected to be at their jobs regardless of weather conditions. During extreme weather conditions, employees who are unavoidably absent due to weather conditions may request the use of paid vacation leave. In such event, an employee is expected to contact the Dispatcher as soon as reasonably possible, in accordance with the department's established call-in/reporting procedures.

Section 18.3 Observed Holidays: All eligible employees shall be granted eleven (11) observed holidays. The following holidays shall be observed by Mason Transit: New Year's Day, Martin Luther King, Jr Day, President's Day, Memorial Day, Juneteenth (public service provided), Independence Day, Labor Day, Veteran's Day (public service provided), Thanksgiving Day, Day after Thanksgiving Day (public service provided) and Christmas Day. Public service provided on the above holidays shall be a Saturday level of service.

- a. Dates of Holidays: The Holiday schedule with specific dates is posted each year on employee bulletin boards. When a Holiday falls on a Saturday, it will be observed on that day. When the Holiday falls on a Sunday, it will be observed on the following Monday.
- b. Eligibility for Pay: Regular full-time and probationary employees will receive holiday pay for their normally scheduled work hours on observed holidays, up to a maximum of eight (8) hours per holiday. An employee who works a work shift in excess of eight (8) hours may supplement additional accrued vacation leave up to their expected shift length or take the excess hours as leave without pay. To be eligible for observed holiday pay, employees must be in a full paid status on the employee's regularly scheduled workday both prior to and following the holiday. If an employee takes a sick day on their scheduled workday before or after the holiday, the employer may require a doctor's certificate prior to paying the holiday pay.
- c. Required to Work: If an employee is required to work on the observed holiday, the employee shall receive eight (8) hours holiday pay as stated above, as well as pay for any hours worked during the holiday.
- d. Scheduled Day Off: When an observed holiday falls on an employee's regularly scheduled day off, a regular full-time employee will receive eight (8) hours holiday pay in addition to their regular pay for that week. Regular part-time employees receive four (4) hours holiday pay.
- e. Observance of Religious Holidays: If an employee's religious beliefs require observance of a holiday not included in the observed holiday schedule, or if the employee desires leave for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the employee may request the day off using paid leave or leave without pay. The employee is entitled to a

maximum of two (2) unpaid religious leave days in a calendar year. Requests must be submitted to the Operations Manager for approval at least two (2) weeks prior to the requested day. The Operations Manager will evaluate whether the employee’s absence will cause an undue hardship to Mason Transit

- f. Other reduced service days: If the employer decides to run reduced service on any day that is not a holiday listed in 18.3, then all employees regularly scheduled to work that day shall receive holiday pay.

Section 18.4 Personal Leave: In addition to company holidays, regular full-time and part-time employees are eligible for two (2) personal leave days per year as detailed below:

Full-time employees	8 Hours x 2 Personal leave days = 16 Hours
Part-time employees	4 Hours x 2 Personal leave days = 8 Hours

Personal leave days must be taken in eight (8) hour increments for full-time employees and four (4) hour increments for part-time employees. Personal leave days must be approved in advance by the employee’s supervisor and may not be carried forward to the next year. If an employee starts after July 1st, full-time employees will receive one personal leave day (8 hours) and part-time employees will receive one personal leave day (4 hours). If a driver’s block of work is more than eight (8) hours long, the driver may elect to use vacation leave to make up the difference.

Section 18.5 Vacation Leave:

- a. Vacation Leave Entitlement and Accrual: After completing six months of employment, eligible employees may take paid vacation leave. Regular full-time employees accrue vacation leave from the first pay period of their employment. Regular part-time employees accrue vacation leave at a percentage of hours worked per pay period.

VACATION ACCRUAL HOURS AND DAYS SCHEDULE

START OF SERVICE YEAR	ANNUAL HOURS	ACCRUAL RATE PER PAY PERIOD
0-1	96	3.69
Over 1-2	104	4.00
Over 2-5	112	4.30
Over 5-10	144	5.53
Over 10	192	7.38

PART-TIME VACATION ACCRUAL PERCENTAGE RATE

START OF SERVICE YEAR	% ACCRUED PER PAY PERIOD
0-1	5.1%
Over 1-2	5.5%
Over 2-5	5.9%
Over 5-10	7.6%
Over 10	10.2%

Employees are encouraged to use their vacation hours. As of December 31, of each year, an employee's total vacation leave balance may not exceed two hundred forty (240) hours.

- b. Scheduling Vacation Leave: Use of vacation leave must be approved in advance by the Operations Manager or designee. Vacations initially shall be scheduled according to seniority, then on a first-come, first-served basis, as follows:
- i. The Employer shall have the right to establish a vacation schedule establishing the number of employees allowed vacation on given dates and/or shifts.
 - ii. The vacation year shall be defined as a twelve (12) month period beginning January 1 and ending December 31.
 - iii. Bidding will start the first Monday in December and will last a total of four (4) weeks. Employees are to enter their vacation requests into Paylocity. Vacation will be bid in continuous blocks beginning and ending on any day of the work week, or as individual

days. The choice of vacation days shall be determined by seniority of each employee. When an employee selects a vacation week in which one of the fixed holidays fall (e.g., Christmas Day) the employee will receive four (4) days of vacation leave and one day of holiday pay.

- iv. Following the annual bidding, employees may request approval for vacation days following Department procedures. Any employee whose annual bid request was rejected may elect to keep their request active in the event that the date(s) become available. These requests shall be considered first and by employee seniority over any requests made after the annual bidding period has ended.
 - v. Vacation leave will only be granted if the employee making the request has a leave balance that, with projected accruals, would be sufficient to cover the entire leave request. The Employer reserves the right to cancel any approved leave request when there is insufficient leave balance to cover the total leave period. In such cases, the Employee will be given written notice of the cancellation. When scheduling vacation, it must be for the entire time requested. "Placeholding" hours may not be submitted.
 - vi. Pre-approved leave must be cancelled no later than the Tuesday prior to the week when approved day(s) off are scheduled. The Employer may grant an exception in case of a driver shortage if a driver voluntarily offers to cancel leave and no work is being taken away from Extra-board drivers.
 - vii. At the end of a pay period, drivers who have worked less than 40 hours per week may elect to use accrued vacation leave without pre-approval to increase their weekly paid hours to a maximum of 40 hours per week.
- c. Vacation Payout: All accrued, unused vacation up to two hundred forty (240) hours will be paid upon resignation, termination or retirement, when an employee leaves MTA. Additionally, as of December 1 of each year, an employee who has not had a reasonable opportunity to use accrued vacation leave that would, therefore be lost, may request of the General Manager to cash out a maximum of eighty (80) hours of such leave.

Section 18.6 Washington Paid Sick Leave: Washington Paid Sick Leave (WPSL) is available for all employees to use for qualifying reasons per state law. For a full description of the Employer's policy regarding WPSL, see the Washington Paid Sick Leave Policy, which is considered part of this agreement.

- a. Accrual: All employees begin accruing WPSL at the commencement of employment. All employees accrue WPSL at the rate of one hour for every 40 hours worked (including overtime). All full-time employees accrue WPSL at the rate of one hour for every 40 hours worked, but in no case accrue less than two (2) hours per pay period. (e.g., a full-time employee working 37 hours per week during a two-week pay period will accrue two (2) hours of WPSL.)

Part time, Seasonal, and Temporary employees will accrue WPSL at a rate of .025 per hour for each hour worked.

- b. Eligibility: All employees are eligible to use accrued WPSL beginning on the 90th day of employment. WPSL accrued during a pay period may not be used until the following pay period.
- c. Carryover: At the end of the accrual year, up to forty (40) hours of accrued, unused WPSL will be carried over to the next accrual year. For regular full-time and part-time employees, any accrued, unused WPSL over forty (40) hours will carry over to the employee's Mason Transit Authority Sick Leave balance (see Section 18.6.2).

Section 18.7 Employer Paid Sick Leave: In addition to the Washington Paid Sick Leave, Employer paid sick leave is available for all regular, full-time employees to use for qualifying reasons as per the Mason Transit Authority Sick Leave (MTASL) Policy. For a full description of qualifying reasons and details of usage, refer to the policy, which is considered part of this agreement.

Accrual: All eligible employees begin accruing MTASL at the commencement of employment. Regular full-time employees accrue MTASL at the rate of 1.69 hours per pay period. For example, 1.69 hours per pay period x 26 pay periods = 44 (rounded) hours of MTASL per year in addition to the 52 hours accrued (assuming no overtime worked) under the Washington Paid Sick Leave Policy, as required by law, for a total of 96 hours per year. MTASL balance will not exceed 960 at the end of the calendar year. Hours above 960 will be forfeited at that time.

Use of MTASL: Regular, full-time employees are eligible to use accrued MTASL upon commencement of their employment. MTASL accrued during a pay period may not be taken until the following pay period.

Employees must provide reasonable notice, as described per the policy, to their team manager or designee regarding use of MTASL whenever possible, along with a Paylocity Time-Off Request. If no advance notice is possible, then the Paylocity Time Off Request must be submitted on the day following the employee's return to work.

If the absence is foreseeable, the employee must notify his or her team manager at least 10 days, or as early as possible, before the first day MTASL will be used.

If the absence is unforeseeable, the employee, or a person on his or her behalf, must notify his or her team manager as soon as possible, preferably no later than one (1) hour before the employee's scheduled start time.

The employee may be required to provide verification for using MTASL for a qualifying reason, or upon reasonable suspicion of sick leave abuse (e.g., Pattern Absence), as provided in the policy. If verification is requested, the employee must submit a completed verification form to team manager or supervisor no less than 10 calendar

days from the first day an employee used MTASL.

Unexcused absences may be subject to the Employer's Performance Counseling Policy.

Section 18.8 Sick Leave Payout: Employees who have accrued at least four hundred eighty (480) hours of MTASL as of December 1 of each year may elect to exchange any number of hours so long as the balance remains at or above four hundred eighty (480) hours for a fractional payout on the following pay period at an exchange of one hour's pay per two hours accrued leave (1:2).

Upon separation of employment or retirement, under non-disciplinary circumstances and with at least five (5) years of employment with the employer, the employee shall be paid for all accumulated sick leave up to nine hundred sixty (960) hours at the following rates of pay per accrued hours:

Accrued Sick Leave	<u>Cash Out Rate</u>
0 – 480 hours	1:3 hours
481 – 960 hours	1:2 hours

Section 18.9 FMLA Leave: Eligible employees will be granted up to twelve (12) weeks of Family & Medical ("FMLA") leave in a twelve-month period, for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one (1) year of the child's birth);
- the placement of a son or daughter for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one (1) year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Employees may take up to twenty six (26) weeks of FMLA in a single twelve (12) month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as "military caregiver leave").

FMLA leave may be paid, unpaid, or a combination of paid and unpaid, at the employee's discretion. All other aspects of FMLA leave will be administered in accordance with MTA's

FMLA policy.

Section 18.10 Washington Paid Family and Medical Leave: Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will be total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down by the State). Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The Employer shall pay any remaining portion as required by law.

Section 18.11 Jury/Court Duty: An employee summoned to jury duty during their scheduled shift shall submit their timecard showing work hours missed due to jury duty and actual work hours, so as to receive a normal workday's pay. A copy of the court notification for required jury duty must be provided to the Operations Manager fourteen (14) days prior to the commencement of the jury duty or as soon as is practicable.

MTA is not obligated to pay an employee for jury duty outside of an employee's scheduled work hours. Travel time to and from jury duty is not paid time. If an employee is scheduled to perform jury duty outside their normally scheduled shift, the employee may make arrangements to flex their shift, subject to approval by the Operations Manager.

Employees must keep the Operations Manager informed as to their status and availability for work. If an employee is able to work part of a shift before or after jury duty hours, the employee must report to work and perform normal work duties.

Section 18.12 Military Leave: Military Leave shall be provided in accordance with the Uniformed Services Employment and Reemployment rights Act (USERRA), RCW 38.40.060 and other applicable laws. Written verification supporting the request for Military Leave shall be submitted by the employee in a timely manner. Employees will receive regular pay for the first twenty one (21) days of military leave during the twelve (12) month period January 1 to December 31.

Section 18.13 Other Non-Medical Leaves: The Employer may, at its discretion, also grant leaves of absence with or without pay for other reasons the Employer considers valid such as for education purposes or personal non-medical related problems. Leaves will only be granted when they do not interfere with the operations of MTA. Requests for leaves must be made in writing to the Operations Manager, and must be approved by the General Manager. Non-medical leaves shall not exceed a period of six (6) months from the first day of the approved leave. Unpaid time off shall not be granted unless the employee has used all available and accrued paid leaves.

At termination of any leave of absence, the employee shall, upon application to the Operations Manager, be returned to their former classification. In the event the former classification has been abolished, then the employee shall be subject to the layoff provisions set forth in Article 22.

Section 18.14 Bereavement Leave: Employees are entitled to a maximum of three (3) days off with pay, when absent from scheduled workdays to attend the funeral of a member of the employee's immediate family or to attend to other necessary responsibilities resulting from the death of the family member. Immediate family includes spouse, domestic partner, parent, children, siblings, stepparents, stepchildren, stepsiblings, grandparents, grandchildren, parents-in-law, son in-law, daughter in-law and brothers or sisters-in-law. The employee may be asked to provide documentation, which may be a doctor's statement, newspaper article, death certificate, etc., prior to being granted the leave.

With a supervisor's prior approval, two (2) days of accrued sick leave, personal days, or vacation leave may be used for additional bereavement leave. A day of bereavement leave shall be in accordance with the employee's regularly scheduled work day.

Section 18.15 Donated Leave: An employee may, on a strictly voluntary basis, donate non-WPSL sick leave to another employee in the bargaining unit who has exhausted his or her sick leave, vacation or personal holidays with the following conditions:

- Donation must be for an Employee's serious health condition under FMLA standards.
- Donor must maintain a minimum of eighty (80) hours of leave.
- Donations may not accumulate to more than forty (80) hours per event.
- Employee is not eligible to receive worker's compensation benefits, unemployment benefits, Washington Paid Family and Leave pay, State retirement pension or long-term disability insurance.
- Hours donated are on an hour for hour basis in one-hour increments.
- The hours donated will be returned prorated if they are not used by the recipient.

ARTICLE 19 - PERSONNEL BENEFITS

Section 19.1 Health Care & Insurance Benefits:

19.1.1 Healthcare Benefits and Contributions Rates: The Employer provides medical, dental, and vision benefits to all eligible employees and their dependents. The Employer may elect to change carriers during the term of this Agreement. The actual plan provider, as well as the coverage offered, may be revised at the discretion of the Employer. However, prior to any changes being instituted, the Employer agrees to convene a committee of a Management Representative, the Union Representative and two (2) employees; one (1) each of represented and non-represented to explore options.

19.1.2 Contribution Rates: The Employer will contribute an amount equal to ninety-five percent (95%) of the total health care premium for each bargaining unit employee and dependents eligible for healthcare benefits. Employees are required to pay, through payroll deduction, the employee share of the monthly contribution premium. If the amount of the monthly premium increases by more than 10% during any year, the employees and Employer will split the cost of premium increase.

19.1.3 Insurance Benefits: Employer pays the cost of Life Insurance and Long-term Disability Insurance for eligible employees.

19.1.4 Eligibility: Coverage begins on the first day of the month upon successfully obtaining the required CDL license and endorsements. . Specific types of coverage, employee/dependent eligibility definitions and benefit payment schedules are described in Employer’s healthcare and insurance plan booklets available to eligible employees through Human Resources.

19.1.5 Self-Pay Due to Leave of Absence: Health care coverage is available to an employee on unpaid, non-medical leave of absence provided the employee continues to pay for the coverage on a self-pay basis. The coverage of employees on a medical leave of absence will be continued; however, employees are responsible for their percentage contribution to the monthly premium.

19.1.6 COBRA Due to Separation of Service: Upon separation from Mason Transit employment or other qualifying event, an employee and/or the employee's eligible dependents may elect to continue health benefits at their own expense to the extent provided by law.

Section 19.2 State Pension (PERS): The employee and Employer shall be participants of the Washington Public Employees Retirement System (PERS) and subject to the rules and regulations of Washington State Law. Retirement information shall be provided by the Employer at the request of the employees.

Section 19.3 Deferred Compensation Plan: As part of the retirement savings package, all regular employees may participate in the Washington State Deferred Compensation Plan or Corebridge Financial as part of their retirement savings package. Annual limits on the deferred amount, as set by the federal government, will apply.

Section 19.4 Education Assistance Program: Regular, full-time employees with one or more years of employment are eligible for reimbursement for courses that employees take at a recognized institution. These courses must, in the opinion of Human Resources, realistically increase the employees’ competence in their present jobs or prepare them for advancement in the agency.

Maximum reimbursement is \$750 per quarter and \$2,250 per employee per year, approved in one-year increments, with a life-time maximum of \$9,000 per employee. The employee must receive a “C” grade or better (or “Pass” grade in classes which can only be taken “Pass or Fail”). Reimbursement will be made upon completion of the course and submission of course grades. The employee must submit a copy of the record showing grade achieved with his/her request for reimbursement. Books and materials will be reimbursed. Meals and transportation costs will not be reimbursed. Time off from normal work hours to attend or travel to classes will be allowed with prior authorization from the Operations Manager.

Section 19.5 Employee Assistance Program: Employer provides access to the Employee

Assistance Program at no charge to all employees and their dependents. The EAP provides confidential help to resolve a variety of issues, including physical or mental illness, substance use/abuse, legal, financial or other personal problems.

Section 19.6 Transportation Passes: MTA employee's immediate family shall be provided transportation passes during the employee's employment.

For purposes of this benefit, an employee's dependent is defined as a spouse as evidenced by a marriage license, a domestic partner, or a dependent child of the employee between the ages of 7 and 19 residing with the employee, and a child older than 19 who resides with employee but qualifies as a dependent due to a disability.

Section 19.7 Employer Sponsored Events or Programs: Employees are eligible to receive prizes, awards, incentives and compensation as the Employer may deem appropriate for their participation in Employer sponsored events or programs and is subject to IRS tax regulations.

ARTICLE 20 - PERSONAL TOOLS AND WORK CLOTHES

Section 20.1 Employer Provided Work Clothes: The Employer shall provide MTA-branded Uniform work clothing and foul weather gear at no cost to the employee. The Employer shall ensure that at least seven (7) sets of non-weather clothing (shirts, sweatshirts, etc.) are available to the employee, and that replacement of outdated, outsized, or worn out apparel may occur at any time. It is the Employer's responsibility to track employee clothing allowances and returns.

Section 20.2 Uniform Reimbursement: The Employer shall reimburse drivers up to \$300 for pants, shorts, shoes, and belts each calendar year. Additionally, the Employer shall reimburse drivers up to \$40 for timepieces once every two calendar years. The employee must submit a receipt to their supervisor for approval to be reimbursed. Reimbursement will be made through the next payroll following submittal to the payroll department. **T**

Section 20.3 Non-Uniform Wear (Seasonal wear, Sport Logo wear): Hawaiian shirts and Professional/College Sports Logo wear may be worn every Friday throughout the year. Other non-uniform apparel and items may be worn in accordance with current MTA uniform guidelines.

On days when the high temperature for Shelton or Belfair is forecast to be 80 degrees F or higher, drivers may wear their Friday non-uniform wear, MTA "Ride Transit" t-shirts, or other apparel as defined by MTA.

Section 20.4 Uniform Committee: A Uniform Committee shall consist of up to two members appointed by the Employer and of up to four members appointed by the Union. The Uniform Committee shall meet at least twice a year to discuss the uniform program and select uniform items.

Section 20.5 Uniform Appearance: It is the responsibility of the driver to maintain their uniform in a neat, clean and presentable condition at all times. Uniforms must be worn according to the standards agreed upon by the Uniform Committee.

ARTICLE 21 - SENIORITY

Section 21.1 Definition of Seniority: For purpose of this Article, seniority shall be used for determining retention of position (after completion of probation period), bidding and vacation scheduling. Seniority shall be defined as the length of continuous time of service with the Employer within classifications covered by this Agreement plus the provisions of Section 21.2 and 21.3 listed below. If two or more employees are hired on the same day, seniority preference will be assigned by date and time of application for that job opening.

Seniority as calculated herein shall not be used in determining benefit eligibility/accrual and step adjustments (see applicable articles).

Section 21.2 Effect of Probation on Seniority: If an employee is laid off during his probationary period and subsequently rehired, any seniority accumulated during the twelve (12) months immediately preceding the rehire date shall be counted toward the seniority.

Section 21.3 Additional Accumulation: Seniority shall include in addition to length of continuous time of service defined in Section 21.1 above:

- a. The time lost by reason of industrial injury, industrial illness or jury duty.
- b. The time spent on authorized medical leave of absences, parental and family leaves.
- c. The time spent on leave of absence granted for the purpose of serving in the Armed Services of the United States.
- d. The time spent on authorized Union business or on leave of absence for Union business.
- e. The first thirty (30) days of any other authorized leave of absence.
- f. The time on layoff from the bargaining unit not to exceed in each instance a period of twelve (12) months.

Section 21.4 Loss of Seniority: An individual shall lose seniority rights for the following reasons:

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Retirement.

ARTICLE 22 - LAYOFF, RECLASSIFICATION, DOWNGRADES & RECALL

Section 22.1 Definitions: The meanings of certain terms used in this Article 22 and elsewhere in this Agreement are stated below:

- a. Reduction in Force (RIF) refers to reduction of the number of employees within a classification as listed in Appendix A of this Agreement.
- b. Reclassification refers to placement into a bargaining-unit classification of equal pay when a RIF occurs.
- c. Downgrade refers to placement into a bargaining-unit classification of lower pay when a RIF occurs.
- d. Recall refers to the process of reinstatement of employees to former jobs held which were lost by reason of a RIF.
- e. Layoff refers to the severance of employment of an employee due to a RIF.

Section 22.2 Notification of Layoff: The Employer shall inform the Union Stewards and the employees affected of date of layoff thirty (30) days or more in advance of such scheduled layoff.

Section 22.3 Reduction in Force Procedures: Reverse order of seniority within classification, shall determine which employee is affected by the RIF.

Section 22.4 Reclassification and Downgrade Rights: An employee affected by a RIF shall be granted rights of reclassification or downgrade to any previously held classifications if their seniority is greater than the seniority of another employee in such classification. The Employer shall offer the classification with highest rate of pay first to an employee with these rights, then if refused, shall offer the next lower paid classification held and so forth until all classifications previously held are exhausted. An employee may choose layoff rather than exercise these rights.

Section 22.5 Recall Rights: If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on the reverse order of the RIF subject only to the terms listed hereafter in this Agreement:

- a. Employees shall retain recall rights for a period of twelve (12) months from date of the reduction in workforce.
- b. Notice of Recall shall be sent to a laid off employee at the employee's last known address by certified/registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address. Any employee who fails to report for work within ten (10) days from the date of mailing notice of recall shall be considered resigned and shall have their name removed from the Recall List, unless such laid off employee is

temporarily incapacitated preventing the employee from reporting or is employed elsewhere, in which case the employee must notify the Employer in writing within five (5) days after the receipt of the notice to return for work as quickly as the employee's health will permit or to give adequate termination notice to the employee's present employer.

- c. An employee on layoff or downgrade who rejects a recall offer to a classification previously held shall lose recall rights to such classification only.
- d. Mason Transit employees with recall rights shall be notified in writing of recall seven (7) days in advance of such recall. The employee shall be allowed twenty-four (24) hours to accept or decline.

ARTICLE 23 - PROBATION

23.1 New Employees: All new employees shall serve a probationary period of nine (9) months commencing on their date of employment with the Employer. The retention of such employees shall be strictly within the discretion of the employer. This probationary period shall be extended by any period of unpaid leave. Upon mutual agreement of the parties, an employee's probationary period may be extended.

23.2 Rejected Employees: Rejected employees shall be notified of such action in writing by the Department Manager or designee at any time during their probationary period. Upon the completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall gain regular employee status. The employee shall be notified of successful completion by their supervisor.

23.3 Probationary Employees: Probationary employees shall not have recourse through the grievance procedure with regard to disciplinary actions, including discharge. On other contractual matters, except as noted below, the probationary employee shall be entitled to the same rights as other employees subject to the terms of this agreement.

Probationary employees are not eligible to receive vacation leave during their probationary period. Upon satisfactorily completing their probationary period, the employee will receive vacation leave retroactive to their date of hire into the bargaining unit.

ARTICLE 24 - PROMOTIONS AND TRANSFERS

Section 24.1 Job Openings and Posting: Promotion and transfer within the bargaining unit shall be made pursuant to the following procedures:

- a. The Employer shall post all vacancies, job openings and new classifications and it shall remain posted for five (5) days. The notice shall state the number of jobs to be filled, the rate of pay for each job to be filled and a job description including the work required and minimum qualifications.

- b. The notice shall be posted and applications received from employees prior to initiating public recruiting efforts, unless the vacant position is at the lowest classification level or, on the approval of the General Manager, it is in the best interests of the Employer to concurrently recruit internally and externally where, for example, there is a need to fill the position without delay or the position requires license or certificates, specialized qualifications not known to be possessed by employees.
- c. Human Resources shall be responsible for the initial screening of all employee applications for vacant positions for the purpose of determining which applicants possess the minimum qualifications. Human Resources shall refer the most qualified candidate(s) to the Operations Manager, or designee, for interviews and/or testing. If the Operations Manager is not satisfied with the candidate(s), additional recruiting may be requested.
- d. An employee who is not selected for the test and/or interview may request a meeting with the Operations Manager to learn the reasons why the employee was not selected.
- e. In the selection of an employee to fill a vacancy, the following factors may be considered:
 - Qualifications (experience, training, education, skill, ability and past performance);
 - Efficiency;
 - Disciplinary record; and
 - Length of service.

The Operations Manager will have discretion in making the final decision on employee selection.

Section 24.2 Right to Return to Former Position: Bargaining unit employees who transfer or are promoted to a position with Mason Transit but not covered by this Collective Bargaining Agreement shall have the right to return to their former position for a period of two (2) complete shift bids.

Any employee exercising their right to return to their former position shall have the same seniority as of the time they transferred out, but in no case will they accumulate seniority while working outside of the Bargaining Unit.

Section 24.3 Transfer to or from Bargaining Unit: Bargaining Unit Members that transfer or are promoted to a non-represented position within MTA shall receive a minimum of a five percent (5%) increase in pay based on their current wage rate. If the employee returns to their previous position within two (2) complete shift bids, their pay shall revert to the level appropriate to their original step date and shall regain their previous seniority status.

Employees not a part of the bargaining unit that transfer to the drivers' group shall be placed at the step listed in the table in Appendix A of this bargaining agreement that provides a wage rate closest to their current rate without reducing their pay, but not to exceed the maximum step. All employees transferring to the drivers' group, including those returning to a previous position after two (2) complete shift bids, shall retain their existing MTA seniority date for the purposes of vacation selection but will start at the bottom of the driver seniority list for purposes of shift selection and/or Reduction-In-Force.

ARTICLE 25 - SUBCONTRACTING

The Employer shall not contract out work performed as of the date of this contract by members of this bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen, or the Employer is not reasonably able to provide the necessary tools, personnel or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

ARTICLE 26 - SHIFT BIDDING

The Employer agrees to shift bidding three (3) times per year. Additional bids may be scheduled to meet business needs regarding routed or other service schedule changes upon mutual agreement with the Union. A minimum of two (2) weeks prior to the shift bid, MTA will post all available shifts and the current seniority list. For purposes of shift bidding, seniority will determine on the basis of length of employment within classification.

The Employer has the right to control the work force in its entirety, including the shifts to be offered; however, any alteration from the shift bid will be submitted to the Union for review and input at least thirty (30) days before shift bidding begins. The bid shall go into effect at least two (2) weeks from the start of shift bidding. The Employer has the right to establish the number of positions by classification.

Unanticipated vacancies that occur between bids as the result of a voluntary or involuntary termination, or an extended absence of greater than thirty (30) days (including for training or a light duty assignment), will be filled by the Employer offering the shift to the Driver who is the most senior driver and then to drivers next on the seniority list, and so on until all positions are filled ("line shake-up"). During the shift bid, upon the return of the Regular Driver from a leave of absence, the bid will revert back to the original bid at the start of the work week within two weeks of the notification from the Regular Driver stating the ability to return to full-time status. If the Regular Driver is only able to return part time, the Regular Driver will be assigned to the extra-board until a time comes the Regular Driver is able to return full time.

If there are fewer than thirty (30) days until the next shift bid, the position will be filled by the extra board until the return of the Regular Driver or the next shift bid. If newly created positions or new shifts will be offered in between bids, there will be a bid by seniority if the work will commence more than thirty (30) days before the next regular bid.

If a Driver is on a leave of absence that is expected to extend into a new bid cycle and expects to be able to work a regular shift during at least thirty (30) days of the bid cycle at any point, they shall be able to bid a shift of work. If a Driver is not expected to return to full time status within the first thirty (30) days of the bid cycle, a line shake-up for their work will immediately commence following the completion of the shift bid.

If the Driver is not expected to work at least thirty (30) days of the bid cycle, they may not bid, with the exception that a Driver on a protected leave of absence, (e.g. FMLA), may bid a shift regardless of expected dates of return.

ARTICLE 27 - SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect. Either party may request re-negotiation of invalid provisions for the purpose of adequate and lawful replacement thereof.

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ARTICLE 28 - DURATION OF AGREEMENT

This Agreement, when adopted by the Mason Transit Authority and approved by the Union, shall become effective as of and shall remain in effect until May 31, 2026 subject to the following provisions:

Letters of Understanding. In recognition of the possibility that changes may be desired for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. While neither party is obligated to negotiate changes to the Agreement during the contract term, should agreement be reached, the modification shall be attached as supplemental letter of understanding to this contract and shall remain in effect for the life of this Agreement.

AGREED TO THIS

MASON TRANSIT AUTHORITY

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, DISTRICT LODGE 160

Amy Asher, General Manager

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APPENDIX A - WAGE SCHEDULES

		2023	2024	2025		
Step		5.0%	3%	3%		
Training	0-.25 year	\$ 22.31	\$ 22.98	\$ 23.67		
1	.25-1.5	\$ 23.80	\$ 24.52	\$ 25.25		
2	1.5-2.5	\$ 24.70	\$ 25.44	\$ 26.20		
3	2.5-3.5	\$ 25.60	\$ 26.37	\$ 27.16		
4	3.5-4.5	\$ 26.48	\$ 27.28	\$ 28.09		
5	4.5-5.5	\$ 27.37	\$ 28.19	\$ 29.04		
6	5.5-6.5	\$ 28.27	\$ 29.11	\$ 29.99		
7	6.5-7.5	\$ 29.76	\$ 30.65	\$ 31.57		
Longevity	Per Hour				Pay Premiums	Per Hour
	10 YRS	0.70			Lead Driver	\$4
					OJT, Trainee	\$3
	15 YRS	0.90			Foreign Language	\$2
	20 YRS	1.20				
	25 YRS	1.40				
	30 YRS	1.65				

Adjust existing pay steps to reflect the following increases as shown above (retro for all employees currently employed at ratification):

6/1/2023: 5%

6/1/2024: 3%

6/1/2025: 3%

No change to longevity or other pay premiums

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APPENDIX B

ACCIDENT REVIEW COMMITTEE

1.0 Accident Review Definitions

- An “accident” is defined as any occurrence involving Mason Transit vehicle that results in damage or injury.
- A “preventable accident” is defined, according to National Safety Council (NSC) guidelines, as an accident in which the Driver failed to do everything reasonable to avoid it.
- A “non-preventable accident” is one in which the employee did everything reasonable to avoid the accident, yet was involved in an accident. An example would be an accident due to the negligence of another motorist.

1.1 Initial Review and Determination

Upon receipt of an Event Report regarding an accident, the Safety & Training Supervisor or designee will investigate the Event Report, including discussing the circumstances with the Driver involved. All available information will be gathered including statements from witnesses or other MTA staff with direct knowledge of the Event. A review will be conducted by the Safety & Training Supervisor or designee within fourteen (14) calendar days of the accident and a determination of “preventable” or “non-preventable” will be forwarded, in writing, to the Operations Manager, the Operations Supervisors, and the Driver. Failure to meet the fourteen (14) calendar day deadline shall result in the dismissal of any and all actions against the driver and removal of all documentation relating to the accident from the driver’s record.

If the Safety & Training Supervisor or designee is sent to the scene of an Event to interview the driver, they shall ask the driver if they would like to have a Union Steward present. If the driver asks for a Steward, the Supervisor shall either arrange for a Steward to join them at the scene and delay the interview until their arrival or reschedule the interview for a later time.

1.2 Appeal to Accident Review Committee

If the Driver disagrees with the findings, he/she may submit a written request within five (5) calendar days of receipt of the written finding to the Operations Manager requesting a review by the Accident Review Committee. The Accident Review Committee will consist of four members: two members identified by the Union, the Operations Manager, and an additional Employer designee.

The non-voting Safety & Training Supervisor or designee will chair the Committee. The ARC will meet as needed, and will try to meet within fourteen (14) calendar days of notice of the appeal, subject to service needs. ARC meeting time will be considered paid work time. The driver involved may choose to present their facts to the committee and the committee may call

the driver before them to present his/her facts regarding the accident. The driver will have the right to Union Representation at the meeting.

The decision of the Committee will be arrived at by secret ballot counted in the presence of the committee members. The Committee shall judge the accidents as non-preventable or preventable. In the event that the committee is unable to reach a majority decision, the original decision shall stand unless appealed to the General Manager. The Safety & Training Supervisor will inform the Operator and the Union in writing of the committee's decision.

1.3 Final Appeal

If the Driver does not agree with the Accident Review Committee findings, he/she may submit a written appeal to the MTA General Manager within five (5) calendar days of notice of the ARC decision requesting a review of the ARC's findings. The General Manager will review the findings, all available information, and meet with the Driver within five (5) working days of receipt of the Request for a Final Appeal. The General Manager will rate the accident as "preventable" or "non-preventable." The decision of the General Manager will be final.

APPENDIX C

FACILITIES and VEHICLE COMMITTEES

1. Facilities: When remodeling or refurbishing existing infrastructure or constructing new infrastructure, the Employer shall seek and consider feedback on furniture, equipment, access, usability and function of spaces as it relates directly to the driver work or break areas.
2. Acquisition of new vehicles: When the Employer purchases new vehicles to be used by drivers, it shall use a committee of drivers to assist in the selection, design, and approval of the vehicles. The Employer shall make a good faith effort to incorporate as many of the committee's recommendations as is practical. The committee shall be primarily composed of drivers who currently use or will be expected to use the same type of vehicle on a regular basis.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 7B – *Discussion*
Subject: First View of Transit Development Plan (TDP)
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: June 20, 2023

Background:

Public transit agencies are required to prepare a transit development plan annually and hold a public hearing on the plan as required under Washington State RCW Section 35.58.2795. MTA's 2023-2028 Transit Development Plan is a six-year plan that describes how MTA intends to meet state and local long-range priorities for public transportation, includes a description of capital improvements and significant operating changes planned for the system, and a financial plan for carrying out operating and capital projects. The Federal Transit Administration also requires agencies to outline a multi-year financial plan displaying operating and capital revenues and expenses that indicate adequate revenue to maintain and operate the system. This annual plan is submitted to the Washington State Department of Transportation by September 1 annually with copies distributed to the Transportation Improvement Board, the City of Shelton, Mason County and the Peninsula Regional Transportation Planning Organization.

The document presented today is in DRAFT form and financial components are still under development. We are in the process of receiving funding letters from WSDOT that reflect funding authorized in the Move Ahead Washington funding package and Consolidated Transit Grant program that will inform our 2023-25 project list.

Highlights in MTA's 2023-2028 Transit Development Plan include:

- Updates to Fares section to reflect our fare free pilot program.
- Plans to increase staffing and service beginning 2024.
- Fleet replacements and moderate fleet expansion.
- Low or zero emission staff car replacement in 2024.
- Fleet transition planning and facility development plans for MTA's John's Prairie Base.
- Bus stop improvements including shelter replacements, lighting, and ADA seating.

Summary: First view of Transit Development Plan.

Fiscal Impact:

None.

Staff Recommendation:

None at this time.

DRAFT 2023-2028

TRANSIT DEVELOPMENT PLAN

and

2022 Annual Report



**Mason Transit Authority
790 E Johns Prairie Rd
Shelton, WA 98584**



Date of Public Hearing:

_____, 2023

Adopted: _____, 2023

First DRAFT presented 6/20/2023

Prepared by Mason Transit Authority Staff

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Plan Adoption, Public Hearing and Distribution

Plan Adoption

Mason Transit Authority (MTA) Board of Directors adopted the 2023 Transit Development Plan on July 18, 2023

Public Participation Process

Public Comment Period: June ____, 2022 – July 18, 2023
Comments Submitted to: MTA@masontransit.org
Mason Transit Authority
Amy Asher, General Manager
790 E Johns Prairie Rd
Shelton, WA 98584

Public Hearing: Mason Transit Authority held one public hearing on the Transit Development Plan on July 18, 2023 at 4:00 pm at the Transit-Community Center, 601 W Franklin Ave, Shelton WA 98584. The public hearing was held in conjunction with the Board’s regularly scheduled meeting.

Notice Posted to Website: MTA posted a notice of the hearing on the Transit Development Plan to its website at www.masontransit.org on June ____, 2023.

Notice Published in Local Paper: The Shelton Journal published a notice of the hearing on the Transit Development Plan on June ____, 2023.

Requests for Paper or Digital Copies: MTA allowed the public to request a paper or digital copy of the Transit Development Plan on and after June ____, 2023 by emailing MTA@masontransit.org. or by calling (360) 426-9434.

Available to the Public for Review: MTA allowed the public to view a copy of the draft Transit Development Plan at the Mason Transit Authority Business Office, 790 E Johns Prairie Rd, Shelton, WA 98584 and at the Transit-Community Center, 601 W Franklin Ave, Shelton, WA 98584.

Plan Distribution

On July 19 ____, 2022, Mason Transit Authority distributed the adopted Transit Development Plan to:

- PTDPlans@wsdot.wa.gov
- The agency’s assigned WSDOT Community Liaison.

- The Transportation Improvement Board via:
 - Vaugh Nelson, Finance Manager at vaughnn@tib.wa.gov
 - Chris Workman, Engineering Manager at chrisw@tib.wa.gov
- All cities, counties and regional transportation planning organizations within which Mason Transit Authority operates.

Description of Service Area, Operations and Facilities

Service Area

Mason Transit Authority serves the general public throughout Mason County and provides regional connections with other transits and modes of transportation.

Regional connections with other transit systems occur Monday through Saturday with Intercity Transit, and Grays Harbor Transit in Olympia; Kitsap Transit and the Washington State Ferry system in Bremerton; and Jefferson Transit at Triton Cove State Park. Regional connection with Squaxin Transit occurs Monday through Friday at the Squaxin Island Tribe Park and Ride Facility near the intersection of SR-101 and SR-108.

The majority of MTA's connecting services are at transfer facilities located near services that allow connections to other ground transportation including Washington State Ferries in Bremerton and Greyhound and Amtrak in Olympia.

Service is available to persons traveling to and from area schools including Olympic College, South Puget Sound Community College, Evergreen State College, and Grays Harbor College by using MTA to transfer to Intercity, Grays Harbor and Kitsap Transit systems at respective transit centers.

Route schedules and maps can be found on MTA's website at <http://www.masontransit.org/>

Operations

MTA has been steadily increasing service to match demand by its ridership as the State of Washington announced its rescission of all remaining COVID-19 emergency proclamations and state of emergency to occur on October 31, 2022. MTA's days of operation are Monday – Saturday.

MTA provides services consisting of local and regional deviated fixed routes, Worker/Driver commuter service to Puget Sound Naval Shipyard (PSNS) and public commuter services on high demand regional routes, and Demand Response (general dial-a-ride). Vanpools and volunteers using private cars under the Volunteer Driver

Program were eliminated in 2021. Demand for vanpools dwindled during the pandemic and volunteer drivers were difficult to find in order to sustain the program.

MTA is currently increasing its number of drivers to align with the increase in service being provided . Our current hours of operation of the transportation service are 4:00 a.m. to 8:30 p.m., Monday through Friday, and 6:00 a.m. to 7:30 p.m. on Saturday. There is no service on Sunday, and either no service or reduced service on observed holidays, which are listed on MTA’s website. MTA operates eleven (11) Fixed Routes on weekdays and eight (8) routes on Saturdays that allow deviated service to persons traveling off designated routes. Dial-A-Ride service operates in rural areas where there is no fixed route service or where deviations are not possible. It also operates in populated areas of Mason County for people who have difficulty using the routed service. All Dial-A-Ride service is open to the general public. Riders using Dial-A-Ride can make a trip request from two (2) weeks prior to the preferred pick-up time but may request a ride at any time if there is availability. All vehicles in MTA scheduled service are equipped with bike racks and are accessible to persons with disabilities.

MTA coordinates all service requests with other local and regional area transportation providers. Squaxin Transit coordinates local service with MTA regional service at Kamilche. MTA partners with local and regional human and social services providers so that the best service possible is provided throughout the region on a regular basis.

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Map 1 – Service Area

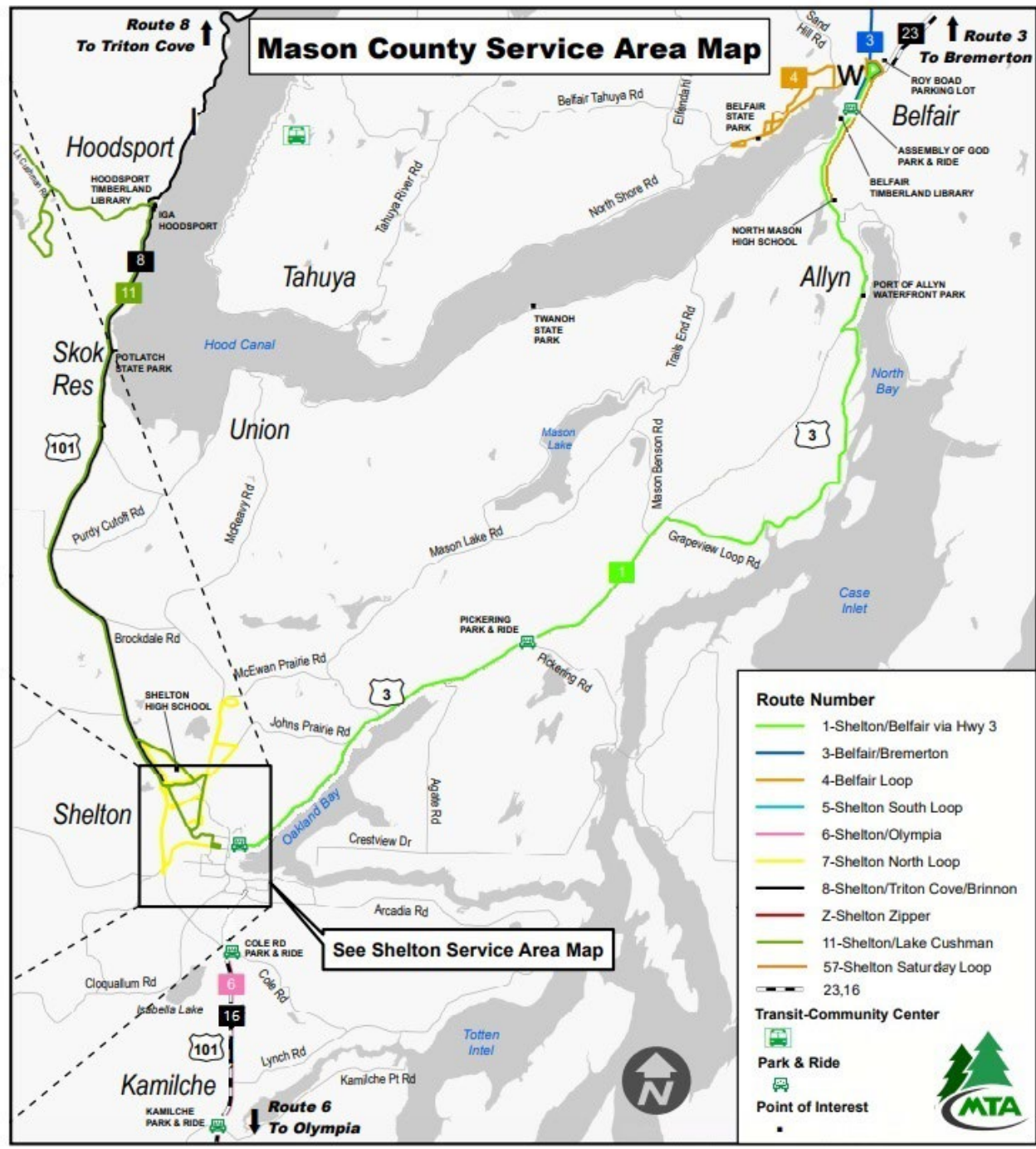




Table 1 – 2023 Fares*

Fare Type	Adult (19+)	Youth (6-18)	Seniors (65+)
Fixed/DAR	Free	Free	Free
Transportation Incentive Program Pass (PSNS)	\$110/month	Free	\$110/month

*Fares in the table are reported as of the date of publication. By its adoption of Resolution No. 2022-19, the Mason Transit Authority Board approved a pilot program to suspend fares for all services except the premium Worker/Driver Routes, where only those aged 18 and under ride free, during the period of January 1, 2023 through December 31, 2025.

Those who qualify for a reduced fare due to a disability that plan to use neighboring transit agency systems that do charge a fare are able to apply for a Regional Reduced Fare Permit through MTA. To qualify for reduced fare due to a disability, riders are required to show a Regional Reduced Fare Permit (RRFP) card. RRFP eligibility is based on age, disability or possession of a Medicare card. Personal care attendants ride free when accompanying a person with a RRFP.

Transportation Incentive Program (TIP) passes are available for Worker/Driver routes to and from Puget Sound Naval Shipyard for day shift employees. Routes originate in Belfair and Shelton. Active-duty military personnel with current military ID are not charged fare if ID is shown.

Facilities

MTA operations, maintenance and administrative facilities are located at 790 E. Johns Prairie Road in Shelton, Washington. In early 2022, MTA completed the construction of a park and ride and facility in Belfair. The lot contains 100 parking stalls and a building consisting of MTA office space, a meeting room, bathrooms, a kitchen, breakroom and future customer service area. The park and ride is located off the roundabout, also constructed by MTA, at 25250 NE SR 3, in Belfair.

MTA owns the Transit-Community Center, formerly the Shelton Armory, located at 601 W. Franklin St. in Shelton, Washington. The facility was renovated with additional new construction transforming the original armory built in the 1950s to a modern, ADA accessible Transit-Community Center (T-CC).

Park and Ride Lots

MTA supports a network of Park and Ride facilities that are located throughout Mason County. Approximately 330 parking spaces are provided at five facilities owned and operated by Washington State Department of Transportation, Mason County, Mason Transit, and the City of Shelton. While MTA manages and provides routine light maintenance to these locations, the agency does not own the properties, except for Belfair.

In November of 2015, MTA was formally awarded funding through the Washington State Regional Mobility Grant Program and the Connecting Washington Transit Project List for a major retrofit and improvement project of current Park and Ride

lots located within Mason County. The project added upgrades to existing locations including enhanced security, lighting, paving and electric car charging stations at high use lots. The project also included the construction of one new park and ride facility in North Mason County and one within the city limits of Shelton. The Shelton-Matlock Park & Ride was slated for improvements only but has been relocated due to the Coffee Creek Fish Passage project. The funding provided over nine million dollars and included local matching funds from MTA. In April of 2016, MTA selected SCJ Alliance of Lacey, Washington, to guide the project through to completion. The project was completed in early 2022.



MTA's Belfair Park and Ride, 2022.

State and Agency Goals, Objectives, and Strategies

From 2023-2028, Mason Transit Authority will focus on the five agency goals in Table 2 below. The table shows how MTA's local priorities align with state goals established in the Washington State Transportation Plan.

Through its mission, Mason Transit Authority strives to provide transportation choices that connect people, jobs and community; increasing the quality of life in Mason County. To that end, MTA's proposed project and action strategies line up with the mission statement and the state's public transportation objectives.

The state’s six policy goals are:

- **Economic Vitality:** To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy.
- **Preservation:** To maintain, preserve, and extend the life and utility of prior investments in transportation systems and services.
- **Safety:** To provide for and improve the safety and security of transportation customers and the transportation system.
- **Mobility:** To improve the predictable movement of goods and people throughout Washington State.
- **Environment:** To enhance Washington’s quality of life through transportation investments that promote energy conservation, enhance healthy communities, and protect the environment.
- **Stewardship:** To continuously improve the quality, effectiveness, and efficiency of the transportation system.

Table 2: 2023 – 2028 Goals, Objectives, and Strategies, and Alignment with State Goals

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Goal I: Provide a safe and secure transit system for the agency and the public.						
Objective 1.1 - Emphasize safety of MTA riders, citizens and employees in all aspects of MTA operations.						
L&I inspection of T-CC, JP and Belfair facilities.			X		X	
Review WSTIP's Best Practices in the area of safety.			X			
Update Safety Manual and include an emergency safety plan.			X	X		X
Replace vehicles to comply with State of Good Repair goals.		X	X			X
Objective 1.2 - Ensure training for a safe and secure experience for all and to eliminate preventable accidents.						
Quarterly Driver training and refresher training as required.		X	X			

Ensure L&I safety compliance through training.			X			
Objective 1.3 - Proactive approach to safety throughout the agency to increase and improve security throughout the service area.						
Change from flag stops to fixed stops in urban area of Shelton.			X	X		X
Objective 1.4 - Enforce transit rules and establish consistency of service to riders in a safe, accessible manner.						
Adjust for any mandates as needed.			X	X		X
Goal 2: Effective Transportation Services						
Objective 2.1 - Creating a positive transportation experience within all modes of MTA services that is reliable, accessible, equitable, safe, secure and comfortable for all users.						
Continue to adjust where needed to improve service as new commute patterns emerge post-pandemic.		X				X
Continue to provide timely, accurate, and clear service updates to the public.			X	X		
Objective 2.2 - Establish a culture of customer service and deliver services that are responsive to community needs.						
Benchmark route performance and discontinue or adjust low performing routes.						X
Objective 2.3 - Strive to look for ways to improve service through a variety of tools including outreach, community meetings, service review and passenger amenities.						
Review Dial-a-Ride services and hours to ensure efficiency and availability of resources.				X		X
Conduct outreach for all service changes.	X					X
Improve passenger amenities by providing apps and on-line scheduling and bus stop amenities.			X	X		X
Objective 2.4 - Seek new opportunities to enhance the riders' experience through better route planning and additional services when feasible.						
Seek pilot route opportunities to reach more riders.	X					X
Explore on-demand service in Shelton and Belfair.	X	X		X		X
Hoodspoint and Allyn Transit park and ride planning.	X			X		
Goal 3: Financial Stewardship						
Objective 3.1 - Operate an efficient, cost-effective system.						
Continually review funding opportunities to leverage local resources.						X
Continue to plan for future capital needs and cost escalations by maintaining a reserve.						

Review internal policies and practices continually to ensure resources are used responsibly.	X	X				X
Objective 3.2 - Maintain internal controls and compliance over public resources.						
Plan for GASB changes.						X
Continue to support staff training in their field to maintain compliance with required regulations.						X
Continued work in public records management.						X
Goal 4: Community Partnerships and Transportation Choices.						
Objective 4.1 - Cultivate partnerships throughout the community.						
Participate in outside committees, regional planning organizations and boards.	X					X
Continue to work with PR firm to promote MTA services to the community.	X					X
Continue to coordinate with local jurisdictions on planning and construction projects.	X	X	X			X
Participate in community events and partnerships that promote MTA services to the community	X			X	X	
Participate in mentorship programs at local schools and colleges.	X					X
Objective 4.2 - Provide transportation choices and support travel that uses less energy, produces fewer pollutants and reduces greenhouse gases in the region.						
Develop a fleet transition plan to prepare for alternatively fueled vehicles.	X	X			X	X
Support efforts to mitigate traffic congestion throughout the region.	X		X	X	X	X
Support groups like the PRTPO as well as partnering with other entities to help mitigate traffic. This includes using MTA's park & ride project for transit rider option to single occupant travel.	X		X	X	X	
Goal 5: Workplace Culture of Excellence						
Objective 5.1 - Provide an atmosphere where employees are valued and respected.						
Enhance meaningful employee recognition.						X
Ensure policies are up-to-date and current through a regular review cycle.						X
Objective 5.2 - Develop and empower employees.						
Promote skills and job knowledge through webinars, conferences and training.		X	X			X
Objective 5.3- Be an employer of choice in Mason County.						

Continue the Employee Engagement Committee for seeking opportunities to improve the work environment.		X				X
Continue to use Paylocity to communicate agency-wide announcements.						X
Board participation through designated committees.	X					X
Continue to provide opportunities for staff participation through designated committees.	X					X

Local Performance Measures and Targets

MTA uses various tools to measure performance by looking for key issues and opportunities that may impact the goals of the Agency. Performance indicators may relate to such things as funding, demographic changes, ridership decline or employee shortage. Measuring performance allows the agency leadership team to look for ways to minimize the impact of shortfalls and strategize ways to meet the strategic goals and objectives.

The Transit Asset Management plan is used as a method to maintain and guide decisions on the agency's assets, most importantly, rolling stock.

Table 3: 2023 – 2028 Performance Measurements and Targets

Performance Measure	Target
Technology Amenities	Provide apps and icons on the MTA website for customers to schedule
Passenger Amenities	Install lighting in all shelters. Finalize bus stop improvement plan and install fixed stops in City of Shelton.
Collisions	Collisions per 100,000 revenue miles less than or equal to 1.
Alternative Fuels	Convert 10% of fleet to a green, environmentally friendly alternative by 2025.
Transit Productivity	Benchmark of 8 passengers per service hour; 39,000 rides per month.
Vehicle State of Good Repair	Maintain 80% of the rolling stock within a state of good repair.
Service Hours	To maintain levels of service hours at 1,300 per week.

Plan Consistency

Mason Transit Authority is a voting member of the Peninsula Regional Transportation Planning Organization (PRTPO) and participates in the planning of regional project, policies and program decisions. Information regarding MTA is submitted to the PRTPO's Coordinated Public Transit-Human Services Transportation Plan to align the with region's goals. Projects are submitted to the Regional Transportation Improvement Program for inclusion in the State Transportation Improvement Program.

Within Mason County, the Mason County Comprehensive Plan is used to coordinate consistency. MTA participates in the planning process and submits information to the Plan as required. Staff remain engaged with planning staff and local committees to maintain coordination.

Throughout the region, MTA coordinates with other connecting transit agencies in Jefferson, Kitsap and Thurston counties, as well as efforts to align with the ferry systems, Amtrak and Greyhound.

MTA continues its own strategic planning process by identifying goals, objectives and work plans. Annually, the work plan is reviewed to develop projects adhering to local, state and federal guidelines, implementing effective/efficient service planning changes, fleet replacement standards, facility upgrade and modernization planning and implementation, policy development and modification, and procedural standards.

MTA incorporates the Transportation System Policy Goals throughout all strategies. These goals as addressed in RCW 47.04.280 include preservation, safety, mobility, environment, economic vitality and stewardship.

Planned Capital Expenses

The table below reflects planned capital expenses for 2023-2028. Details of expenses are outlined in the Multi-Year Financial Plan section. MTA will begin a zero emission fleet transition plan in 2023 and anticipates incorporating zero emission vehicles into the fleet beginning with the 2025 vehicle replacements. Once the fleet transition plan helps identify future vehicle needs, MTA will begin looking at its administration and

operations buildings at John’s Prairie to plan for replacement or a reconfiguration of the space to accommodate potential new fueling or charging of vehicles.

An effort to eliminate flag stops within the city limits of Shelton began in 2021 and continues in 2023. Future bus stop improvements will be further refined as we continue planning with the City to determine appropriate stop amenities according to ridership demand and adjacent road and pedestrian networks.

Table 4 – Planned Capital Expenses

Year Received/Expensed	Type	Preservation/Replacement (quantity)	Expansion/Improvement (quantity)
Vehicles			
2023	ADA Mini-Vans for DAR	3	
2023	Sewer Connection in Belfair	1	
2023	35' Coaches	5	
2023	Light-Duty Cutaways	6	
2024	35' Coaches	3	
2024	Medium Duty Buses	2	2
2024	Light-Duty Cutaways		3
2025	Community Van Replacements (TBD)	3	
2024	Alt Fueled Staff Car	1	
2025	ADA Mini-Vans for DAR		3
2026	Light-Duty Alt. Fueled Cutaways	10	
2028	35' Alt Fueled Coaches	3	
Equipment			
2023	Bus Wash		1
2023	Bus Lift	1	
2024	Charging Station TCC		1
2025	Pressure Washer	1	
2026	IT Equipment	1	
2028	Security Updates	1	1
Facilities and Infrastructure			
2023	TCC Customer Service Remodel	1	
2023	Pavement Preservation	1	
2023	Alternative Fueling Station (Propane)	1	1
2024	Bus Stop Creation/Improvements	15	15
2024	Administration Building Upgrade or Replacement Planning/Design	1	
2024	Allyn Park & Ride		1
2024	Hoodsport Park & ride		1
2025	Alternative Fueling Station (Type TBD)		
2025	Pavement Preservation	5	
2025	Bus Stop Creation/Improvements	15	15
2026	Bus Stop Improvements	3	
2026	Administration Building Upgrade or Replacement Construction	1	1
2027	Satellite Maintenance Shop		1
2027	Bus Stop Improvements	3	
2028	Bus Stop Creation/Improvements	3	

Planned Operating Changes

Service has rebound from COVID related closures in 2020 and 2021. MTA is focused on expanding service to meet community needs as resources and staff become available.

Table 5 outlines Mason Transit’s planned operating changes for 2023-2028.

Table 5 – Planned Operating Changes

Year	Type	Reduction	Expansion/Improvement
2023	Adjust routes to better serve the passengers as ridership patterns change. Work with PSNS to encourage ridership.		X
2024	Increase Operator FTE's to accommodate operational expansion in 2024.		X
2024	Explore pilot routes that were put on hold during COVID and implement priorities identified in the most recent Comprehensive Service Analysis.		X
2024	Adjust routes to serve new developments.		X
2024	Continue Mobility Management/Travel Training.		X
2024	Conduct Transit Service Analysis to determine new service needs.		X
2025	Adjust service based on analysis.		X
2026	Adjust routes as needed.		X
2027	Continue to add and adjust service as community needs are identified.		X
2028	Continue to add and adjust service as community needs are identified.		X

Multiyear Financial Plan

Capital Improvements:

- ❖ Future vehicle replacements are expected to be funded at 80% federal or state grants with a 20% match from local sales tax funding. Vehicle costs include the recent state contract increase of over 50% for cutaways and 11% for coaches.

Vehicle costs beyond 2022 include a 2% per year annual increase to estimate year of expenditure amounts.

- ❖ Feasibility studies are to be conducted for the Fleet Transition Plan, Allyn and Hoodspport park and ride facilities as well as the administration and operations building at John’s Prairie, and satellite maintenance facility station in Belfair.

Facility improvements, preservation and expansion that extend the life of the building according to MTA’s capitalization standards are expected to be funded by grants with local funds used as match. Building repairs or replacement to such equipment will be funded by reserves and appropriated through the capital budget presented annually.

Table 6 – Capital Improvement Program – DRAFT IN PROGRESS. FINAL TBD

Capital Expenditure	2022	2023	2024	2025	2026	2027
Cutaways		1,194,125		1,076,200	1,924,920	
Coaches		2,959,088		700,000	2,935,857	
IT Equipment	80,200					
Tire Service Equipment	90,000					
TCC Customer Service Remodel	100,000					
Bus Wash	45,000					
Bus Stop Improvements	100,000	50,000	250,000	30,000	30,000	30,000
Security Updates	156,000					
Bus Lifts		45,000				
Pavement Preservation JP		120,000				
Alternative Fueling Infrastructure			1,200,000			
Allyn Transit Center Capital Planning			50,000			
Hoodspport Transit Center Capital Planning			50,000			
Park & Ride Development	10,522,500					
Satellite Maintenance Shop						1,000,000
Administration building upgrade or replacement				200,000	4,302,000	
Total Capital Expenditures	\$ 12,444,312	\$ 4,368,213	\$ 1,550,000	\$ 2,006,200	\$9,192,777	\$ 1,030,000
Capital Revenue		2023	2024	2025	2026	2027
Federal Competitive	388,711	3,189,845		860,960	3,888,622	800,000
State Grants	10,027,698		1,240,000	560,000		
Local Funds	2,027,903	1,178,368	310,000	585,240	1,864,155	230,000
Total Revenue	\$ 12,444,312	\$ 4,368,213	\$ 1,550,000	\$ 2,006,200	\$9,162,777	\$ 1,030,000

Operating Financial Assumptions through 2028

- ❖ Local Sales Tax – Sales tax revenues in 2022 were up 9.4% over 2021. Revenues for 2023 to date are up 3% to date, however, at the time of this writing we are starting to see our first decrease in tax revenues. Years 2023 – 2028 are conservatively projected at a 3% growth rate year over year with the anticipation of a recession.

- ❖ Operating Grants – Utilization of Sales Tax Equalization dollars (Rural Mobility Formula Funds) for 2023-2025 have been applied to the operating grants to offset match requirements. A conservative estimate of future Sales Tax Equalization funds for 2023-2025 and beyond is applied with a 4% growth rate projected year over year.
- ❖ Fare Revenue – Fare revenue forecasts have been adjusted to recent ridership trends. MTA is partnering with PSNS on a campaign to encourage the use of the Worker Driver program for shipyard workers. Given the recent fare free pilot project for MTA’s other services, the assumption is a zero fare for 2023-2028.
- ❖ Salaries and Benefits – The salary and benefit budget was set to account for capacity for contract negotiations with both Drivers and Maintenance bargaining units. In 2023 MTA continues to strive to bring back the pre-pandemic number of drivers and plans to expand the number of drivers in 2024 to accommodate a growth in service.

Table 7 – Operating Financial Plan – DRAFT in PROGRESS

Projects of Regional Significance

Mason Transit Authority completed its project of regional significance in 2022 with the construction of a series of park and rides throughout Mason County. The next significant work for MTA will begin with movement toward low and no emission vehicles in its fleet. MTA will be developing a Fleet Transition Plan that will evaluate the current available zero emission and clean fuel technology, estimate MTA’s carbon reduction over time, create a resiliency plan, identify infrastructure requirements, utility and fueling needs, coordination with other entities, funding strategies and partnerships, and workforce training needs to begin incorporating zero emission vehicles into the fleet. The plan will be a first step in moving toward cleaner alternatives at MTA and our rural region. Once that plan is complete and infrastructure needs for those alternative fuels is identified, planning on the re-development of the MTA John’s Prairie Base will begin. Re-development will include accommodations for expanded alternatively fueled fleet, administrative building that is ADA compliant and allows for room to accommodate MTAs future growth.

Agency History, Organizational Structure, and Outreach Coordination

Mason County Public Transportation Benefit Area, doing business as Mason Transit Authority (MTA), is a Public Transportation Benefit Area (PTBA), authorized in Chapter 36.57A RCW. Located in Mason County, Washington, the Mason County voters approved the PTBA in November 1991 and began public transportation service in December 1992. The service area includes all of Mason County, if road access is available, with connections to adjacent counties.

The proposition imposing a sales and use tax of two-tenths of one percent (0.2%) to fund public transportation was also passed in 1991, creating a prepaid fare system service. In the aftermath of Initiative 695 and the elimination of Motor Vehicle Excise Tax that was available to transits, the voters were asked to approve an additional four-tenths of one percent increase (0.4%) in 1999. The first attempt failed but was successful when County residents responded with an approval of the additional sales tax increase on September 18, 2001. This raised the taxing base to six-tenths of one percent (0.6%) or \$.06 on every \$10 of retail sales, effective January 1, 2002. MTA then began to charge a fare, but only for routes going out-of-county.

Board of Directors:

The Mason County Public Transportation Benefit Authority Board of Directors is composed of ten members as follows:

- Three (3) elected members representing Mason County Commissioners;
- One (1) elected member representing the City of Shelton Council;
- Five (5) members who shall be elected officials selected by the Mason County Commissioners with the goal of seeking equal voting representation among the County Commissioner Districts. The recommendation was approved by Mason County and the City of Shelton pursuant to Resolutions Nos. 71-17 and 1112-1217, respectively; and

- In accordance with revisions made to RCW 36.57A.050, there shall be one (1) non-voting labor representative recommended by the labor organization representing the public transportation employees.

Mason County Public Transportation Benefit Authority (MTA) Board Members at time of publication are:

- John Campbell, North Mason School District (Chair)
- Eric Onisko, Mayor and City of Shelton Council, (Vice Chair)
- Randy Neatherlin, Mason County Commissioner
- Kevin Shutty, Mason County Commissioner
- Sharon Trask, Mason County Commissioner
- Wes Martin, Grapeview School District
- Cyndy Brehmeyer, Mary M. Knight School District
- John Sheridan, Port of Allyn
- Sandy Tarzwell, Shelton School District, Shelton School District
- Zachary Collins, Bargaining Unit Representative (non-voting)

Citizen Adviser to the Board:

Effective January 1, 2019, there may be one (1) non-voting representative of the public residing in Mason County, Washington, as a citizen adviser to the Board. The citizen adviser to the Board shall serve for a period of one year (unless extended by motion by the Authority Board).

At the time of publication of the Transit Development Plan, the position of the Citizen Adviser to the Board was filled by:

- John Piety

Public Outreach:

MTA staff is committed to public engagement and transparency through robust public interaction that informs, involves, and empowers people and communities. Staff participate in several opportunities to promote and educate citizens through the following methods:

- Public meetings
- Media – outreach
- Radio spots
- Community events and meetings
- Presentations
- Website improvements
- Social Media

The public outreach program includes:

- Developing an awareness of MTA services with non-riders through presentations, media and community events.
- Engaging riders and the general public by soliciting feedback through active seeking of information by face-to-face interaction and surveys.
- Seeking opportunities to increase ridership amongst riders of choice.
- Visiting businesses to discover ways to assist their employees with transportation, either by using fixed-route or Dial-a-Ride.
- Promoting positive public image in the community and build relationships throughout.
- Public Hearings for service changes, Transit Development Plan (TDP), fare changes, and other topics that impact citizens.

There are comment cards on MTA vehicles to be filled out and submitted as a method to communicate compliments, complaints or other information a rider wants staff to be aware. Management or designated staff responds to the individual comment cards as appropriate.

Citizens may contact MTA through customer service or to an individual by the following methods:

Email: mta@masontransit.org

Phone: 360-427-5033 or 360-426-9434 or 800-374-3747

TTY/TTD: 711 or 800-833-6388

Website: www.masontransit.org

Individual staff members may be contacted through using the website or phone to locate email addresses or phone extensions.

For ADA needs, citizens may use the website or call customer service for assistance.

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Report – Item 8A. – *Informational*
Subject: Financial Reports – May 2023
Prepared by: Jenna Cookston, Finance Administrator
Approved by: Amy Asher, General Manager
Date: June 20, 2023

Summary for Informational Purposes:

Included are the updated June 2023 Financial Reports.

Highlights:

Sales Tax Revenue

Sales tax revenue for March 2023 (received May 31, 2023) was \$616,540 1% above the 2023 budgeted amount, and -5% less than March 2022.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses will be 41.7% (5/12) of the budget through the end of the year. Total YTD Revenue is slightly over budget at 48%. Total YTD Operating Expenses are under budget at 31.4%.

- Passenger fare for (Worker Driver) is currently at 29.1% through the month of May.
- Rental Income is on par with the projections for the month at 42.7%
- Wages and Benefits under budget at 32.5% slightly under budget projections.
- Other Operating Expenses are up slightly at 40.6%. Many of these expenditures are dues & subscriptions that are typically paid for at the beginning of the year, and conference registrations.
- Fuel is slightly under budget at 36.4% for the month of May. This percentage may trend higher as the monthly average increases.
- Utilities is within the current budget at 38.1%

Fiscal Impact:

May fiscal impact reflect total revenues of \$1,197,994 and operating expenses of \$667,258 for a net income of \$530,736.

Mason Transit Authority Statement of Financial Activities

% through the year: 41.7%

June 2023 Board Report

May Statement of Financial Activities	May Actual	2023 YTD Actual	2023 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares- Community Van	\$ -	\$ 334	\$ 2,000		16.7%
PSNS WorkerDriver	5,500	31,989	110,000		29.1%
Total Operating Revenue (Fares)	5,500	32,323	112,000		28.9%
Sales Tax	652,332	2,301,582	7,422,932	(1)	31.0%
Operating Grants	521,748	2,608,740	3,210,488	(2)	81.3%
Rental Income	11,254	64,967	152,000		42.7%
Investment Income	-	255,456	80,000		319.3%
Other Non-operating Revenue	7,160	18,773	20,070	(3)	93.5%
Total Revenue	1,197,994	5,281,840	10,997,490		48.0%
Expenses					
Wages and Benefits	501,866	2,425,062	7,463,523		32.5%
Contracted Services	20,490	85,040	515,703		16.5%
Fuel	43,484	200,450	550,800	(4)	36.4%
Vehicle/Facility Repair & Maintenance	41,485	124,177	399,450		31.1%
Insurance	20,938	104,690	251,812		41.6%
Intergovernmental - Audit Fees	-	-	38,000		0.0%
Utilities	15,160	71,525	187,900		38.1%
Supplies & Small Equipment	13,452	91,731	363,886	(5)	25.2%
Training & Meetings	3,267	9,179	61,540		14.9%
Other Operating Expenses	7,114	70,197	172,786	(6)	40.6%
Pooled Reserves	-	-	120,000		0.0%
Total Operating Expenses	667,258	3,182,050	10,125,400		31.4%
Net Income (Deficit) from Operations	\$ 530,736	\$ 2,099,790	\$ 872,090		

NOTES

(1)	Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget used.
(2)	Operating grant revenue equals Q1 2023 accrual plus April & May 2023 accrual.
(3)	Includes: Sale of Maintenance Services - \$5,828; Gain/Loss on Disp. of Asset - \$0; Sales Tax Interest Income - \$2,443; Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$7,160; WSTIP Risk Management Grant - \$ 0; Other Non Transportation Revenue - \$3,342; plus other misc. non-operating revenue.
(4)	Average diesel price per gallon year to date is \$3.45. Average gasoline price per gallon year to date is \$3.27
(5)	Printing- \$1,706; Cleaning/Sanitation/Safety supplies - \$3,162; Office Supplies - \$5,126; Shop Supplies - \$4,231; Small Tools & Equipment - \$1,585; IT Equipment - \$6,272; Communications Equipment - \$0; Operating Supplies - \$1,734; Small Equipment & Furniture - \$4; Software - \$67,216; Postage - \$557; Shelter supplies - \$ 39; Communications Equip-\$0; Training supplies-\$99; plus other misc supplies and small equipment.
(6)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions. Expenses through the year include: Advertising - \$25,253.; Merchant/Credit Card fees - \$888; Dues, Memberships, Subscriptions - \$33,189; Unemployment Insurance - \$33; CDL Testing- \$0; CDL Exams- \$2,849; Rent-CDL Training- \$3,200; Property tax- \$94; Veh. Registration fee- \$459; Office Equip Lease -\$576; Small tools repair-\$179; Advertising promotional- \$0; plus Other misc. operating expenses- \$3,477.

Mason Transit Authority Cash and Investments

June 2023 Board Report

Cash Balances

	4/30/2023	5/31/2023	Change
Cash - MC Treasurer	\$ 2,381,587.32	\$ 1,906,558.40	\$ (475,028.92)
Investments - MC Treasurer	17,750,000.00	17,750,000.00	-
Payroll - ACH Columbia Bank	208,303.20	\$ 212,739.64	4,436.44
Petty Cash/Cash Drawers	-	-	-
TOTAL	\$ 20,339,890.52	\$ 19,869,298.04	\$ (470,592.48)

Cash Encumbrances

Grant Related:

Purchase 6 cutaways. Fed. 5339 - \$1,039,444, 25% match plus price increase encumbered	474,275.87
Purchase 5 coaches. Fed. 5339 - \$2,573,120. 20% Match	514,624.00
Green Transportation Grant - Fleet & Facilities Transition Plan, 20% Match	20,000.00
Purchase 3 Coaches. FY 2023 Consolidated Grant 20% Match	346,689.00
Total Grant Match	\$ 1,355,588.87

Reserves:

Total Grant Match	1,355,588.87
General Leave Liability (Vacation/Sick)	259,179.63
Emergency Operating Reserves	2,000,000.00
Facility Repair Reserve	150,000.00
Emergency/Insurance Reserves	100,000.00
Future Operating Reserves	4,100,000.00
Capital Project Reserves ¹	9,500,000.00
Fuel Reserves	120,000.00
IT Investments	80,000.00
Total Encumbered	\$ 17,664,768.50

Total of Cash	\$ 19,869,298.04
Less Encumbrances	17,664,768.50
Undesignated Cash Balance Total (Including Reserves)	2,204,529.54
Investments - MC Treasurer (Reserves)	17,750,000.00
Less Encumbrances	17,664,768.50
Undesignated Cash Reserves	\$ 85,231.50

Sales Tax Revenue received in excess of the budgeted amount placed in Capital Project Reserves.

Mason Transit Authority Proposed 2023 Capital Budget

June2023 Board Report
As of May 31, 2023

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Cost to Date	Purpose
Park & Ride Development - 2015-2023 RMG Funds	10,522,500	10,027,698	1,327,133		37,482	1,015,481	Finalize construction on 5 park & rides throughout county. Match satisfied in 2021. Utility Connection in 2023.
TCC customer service office remodel	100,000		100,000		-		Carry forward from 2022. Remove ADA ramp from middle of office and re-design space.
Bus washer	45,000		45,000		42,857		Carry forward from 2022. Additional walk behind bus washer. In 2022 budget. Ordered in 2022 and will be paid for in 2023.
Bus stop improvements	30,000		30,000		-		Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project.
Security cameras update	6,000		6,000		3,689	3,689	Continuation of TCC security cameras project from 2022. 7 cameras have been on backorder. Carry forward to 2023.
Capital Facilities Improvements	50,000		50,000		-		Improve Capital Facilities
Johns Prairie Parking lot seal & Repair	80,000		80,000		-		Reseal and repair of the Johns Prairie Parking lot and road.
Propane Fuel Pad	10,000		10,000		-		Pouring a Fuel Pad to hold the Propane tank and Bollards.
Oil Drum Tank Storage	10,000		10,000		8,922	8,922	Storage for oil (E.P.A Approved) c
Propane Conversion Kits	50,000		50,000		-		Convert six cutaways to propane.
Bus Column Lift Replacements	65,000		65,000		63,415	63,415	Replace one set of vehicle lifts past useful life. c
Bus Lift for Alignments on Buses	110,000		110,000		118,547	118,547	Install of Bus lift in order to do alignments. c
MTA Johns Prarie Base Facility Updates	800,000		800,000		-		Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020.
Total Misc Capital Projects	11,878,500	10,027,698	2,683,133	-	274,913	1,210,054	
6 - Cutaways	1,042,189	567,350	474,840	-			Grant PTD0344 Federal 5339 for 1 coach and 6 cutaways. Still waiting on the 6 cutaways. Board approved additional match Sept. 2022.
3 - ADA Mini Vans	256,000	256,000			235,116	235,116	Replace 3 retired vanpool vans with ADA minivans. State Transit Support Grant and Sales Tax Equalization funds to be used by June 2023. Zero match grant. c
5 - 35' Gilligs	2,573,120	2,058,495	514,625				FY 22 FTA 5339 Grant to replace 5 buses. Delivery Est. 2023.
Total Vehicle Replacements	\$ 3,871,309	\$ 2,881,845	\$ 989,465	\$ -	\$ 235,116	\$ 235,116	
Proposed 2023 Capital Projects	\$ 15,749,809	\$ 12,909,543	\$ 3,672,598	\$ -	\$ 510,029	\$ 1,445,170	

Capital Project Reserves - \$9,500,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

Mason Transit Authority Sales Tax Receipts

June 2023 Board Report

Sales Tax Collected as of 5/31/2023 for 3/31/2023



	2020	2021	2022	2023 Budget	2023 Actual	2023 Budget Variance	% Change 2022 - 2023 Actual
January	406,391	464,970	492,351	458,661	528,201	15%	7%
February	372,932	456,479	513,550	489,393	539,128	10%	5%
March	408,506	595,307	646,582	611,761	616,540	1%	-5%
April	409,532	585,816	599,278	581,921			
May	531,711	604,875	620,580	652,332			
June	568,045	640,945	677,991	728,689			
July	543,942	606,512	653,259	670,783			
August	525,644	590,886	678,818	724,478			
September	574,589	597,424	733,099	733,099			
October	536,963	576,267	652,444	599,161			
November	486,561	546,801	622,319	502,832			
December	586,883	602,943	624,958	669,823			
	5,951,698	6,869,226	7,515,228	7,422,932	1,683,869		

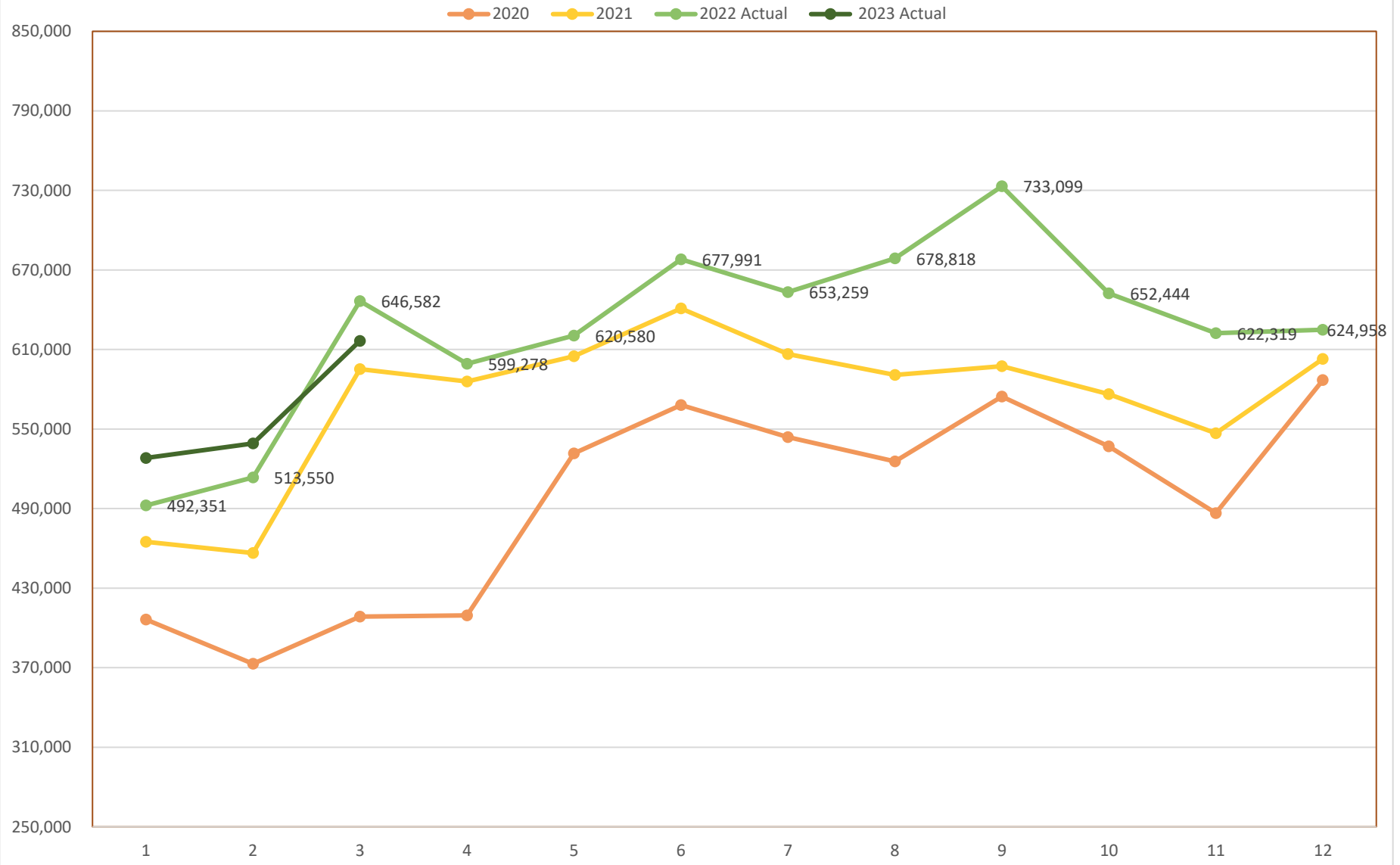
Budget Variance Average - YTD

9%

% Change 2022 vs 2023 Actual Average - YTD

3%

Monthly Sales Tax Trend



Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 8B – *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Amy Asher, General Manager

Date: June 20, 2023

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board June 20, 2023

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board June 20, 2023

GENERAL MANAGER'S REPORT

External Activities:

- Attended Mason Economic Development Council Board Meeting.
- Attended Washington State Transit Insurance Pool Executive Committee Meeting via Zoom.
- Attended Peninsula Regional Transportation Planning Organization Meeting via Zoom.
- Attended Transportation Improvement Board Meeting in Wenatchee.
- Attended Human Resources Committee Meeting in Walla Walla.
- Attended Washington State Transit Association Board Meeting in Walla Walla.
- Attended the Kitsap Transit hosted Peninsula Cup Rodeo in Bremerton.
- Walked with MTA staff and students from Shelton Highschool's Robotics Club in the Forest Festival Parade.
- Met with Gillig on the pre-production of our five-bus order, which is scheduled for completion in January 2024.

Internal Activities:

- Facilitated meeting with the Finance Committee of MTA Board to review Tentative Agreement with IAM.
- Posted job openings for Facilities Technician and Mechanic. Facilitated interviews for Technician and offered position. Mechanics' first round of review to occur June 26th.
- Hired and onboarded our new Administrative Assistant, Haddon Wulf. Welcome Haddon!
- Attended Digital Records Management training with our Public Records Officer and Technical Support Analyst as we begin to plan for a more robust records program in 2024.
- Attended Retirement 101 for Employers training with Department of Retirement Systems.
- Completed cyber security training, as did all staff with network access.
- Submitted grant reimbursement request to Ecology for T-CC Parking Lot clean up.
- Convened the Employee Engagement Committee for Wall of Fame nomination selections.
- Negotiated Tentative Agreement with IAM representing MTA Drivers.

TEAM UPDATES

MAINTENANCE/FACILITIES – Paul Bolte

Outreach and meetings:

- Attended MTA board meeting.
- Meet with representative from Uline.
- Attended pre-bid meeting at Belfair Park and Ride for the Sewer Connection project.

Facilities and Fleet Projects/Purchases/Maintenance

- Worked with Ben from Whistler to get radio installed in new Toyota minivans.
- Working on getting JP base reseal completed.
- Working to help Devin with Facilities work until new Technician starts in July.

T-CC Events/Maintenance

- **Gym:** Pickleball sessions numbered 311 participants this May. CHOICE Highschool P.E. is not utilizing the gym for the remainder of this school year. We hosted a funeral this month with around 225 family members and friends in attendance.
- **Conference Room:** The MTA monthly board meeting welcomed 10 members of the board this month. The regular Mason County EDC meeting had 16 members attend.
- **Kitchen:**
The kitchen user total in May was 40 people.

OPERATIONS – Jason Rowe

- **Outreach:** This month we participated in the North Mason Highschool Resource Fair and mock interviews.
- **Special Transportation:** We ran shuttles for the Goldsborough Creek Fun Run as well as participated in the Forest Festival Parade. We provided transportation for the Hawkins Middle School in North Mason as well as the Mason County Christian School to help transport kids to the Forest Festival festivities.
- **Training:** Two of our Operations supervisors completed Accident Investigations training and we had one complete supervisor training put on by WSTIP.
- **Recognition:** One of our drivers placed 2nd in the Peninsula Cup Rodeo. Congratulations James K!
- **Ridership Impacts:** Route ridership continues to soar, and we encourage more school student transportation on our established services. Our new objective is now to find ways to retain this newfound ridership and riders after the school year ends. If we can retain even a fraction of what we are seeing this would really impact on our service in a positive way.
- **Transportation Partnerships:** We transported a total of 1640 students this month for Shelton, Pioneer, and Mason County Christian Schools. This figure does not include those children that are utilizing our routed services.

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 8C – *Informational*

Subject: Operational Statistics

Prepared by: Jason Rowe, Operations Manager

Approved by: Amy Asher, General Manager

Date: June 20, 2023

Background:

The attached ridership data displays Total Ridership, Demand Response “Dial-a-Ride” and Fixed Route with combined Total Ridership monthly since 2020.

To be easily identifiable, 2023 passenger trips are labeled with the actual number.

The ridership trend for 2023 continues to increase. We see increased utilization of our existing routes by student populations to get to and from school. This, coupled with our special transportation routes, has really helped to boost our ridership for the month of May.

We saw a 23.8% increase in ridership compared to our April total ridership figures!

RIDERSHIP DATA

