



AGENDA

Mason Transit Authority Board
Regular Meeting
July 21, 2020, 4:00 p.m.
Mason Transit Authority

Pursuant to Governor's Proclamation 20-28.7, the public meeting held virtually using the following WebEx credentials

To join by phone: 1-408-418-9388

Meeting number (access code): 126 706 9767 (Password) 0790

Mason County is currently in Stage 3, therefore members of the public may also attend in person.

OPENING PROTOCOL

CALL TO ORDER
ROLL CALL AND DETERMINATION OF QUORUM
ACCEPTANCE OF AGENDA – *ACTION*

CORRESPONDENCE

CONSENT AGENDA – ACTION

1. Pg. 003: Approval of Minutes: Approval of the minutes of the May 19, 2020 MTA regular Board meeting.
2. Pg. 006: Financial Reports: May and June, 2020
3. Pg. 013: Check Approval: May 14 – July 13, 2020

REGULAR AGENDA

UNFINISHED BUSINESS: [None]

1. Pg. 018: Pear Orchard Cooperative Agreement– Resolution No. 2020-12 – *ACTIONABLE* (Danette)

NEW BUSINESS:

1. Pg. 042: Union Contract for Drivers CBU – Resolution No. 2020 –13 *ACTIONABLE* (Danette)
2. Pg. 095: First view of Transit Development Plan (TDP) – *DISCUSSION* (Danette)
3. Pg. 120: Revised Drug & Alcohol Policy (POL-301) – Resolution No. 2020-14 – *ACTIONABLE* (LeeAnn)
4. Pg. 135: WSTIP Risk Profile – *INFORMATIONAL* – (Danette)
5. Pg. 148: Surplus Vehicles – Resolution No. 2020-15 – *ACTIONABLE* (Marshall)
6. Pg. 151: Change Order 1 – Radich Building Parking Lot – *ACTIONABLE* (Danette)
7. Pg. 153: Change Order 7 and 8 – Roundabout Project – *INFORMATIONAL* (Danette)
8. Pg. 161: Change Order 2 – Pear Orchard - *ACTIONABLE* (Danette)

INFORMATIONAL

Reports

1. Pg. 163: Park and Ride Update
2. Pg. 164: Management Reports

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

ADJOURNMENT

UPCOMING MEETINGS:

Public Hearing on Transit Development Plan

*(Members of the public may attend in person or virtually.
See www.masontransit.org for more details)*

Mason Transit Authority

July 29, 2020 at 5:30 p.m.

Port of Allyn

Meeting Room

18560 State Route 3

Allyn

Public Hearing on Transit Development Plan

*(Members of the public may attend in person or virtually.
See www.masontransit.org for more details)*

Mason Transit Authority

August 6, 2020 at 5:30 p.m.

MTA Transit-Community Center

601 West Franklin Street

Shelton

Mason Transit Authority

Regular Meeting

August 18, 2020 at 4:00 p.m.

MTA Transit-Community Center

601 West Franklin Street

Shelton

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 19, 2020**

Pursuant to Governor's Proclamation 20-05, the public meeting was held virtually using WebEx with the public being able to attend in listen-only mode.



OPENING PROTOCOL

CALL TO ORDER: 4:00 p.m.

Authority Voting Board Members Present: Wes Martin, Chair; Sharon Trask, Vice Chair; John Campbell, Kevin Dorcy, Matt Jewett, Deb Petersen, Kevin Shutty and Sandy Tarzwell. **Quorum met, all named Board members present via WebEx virtual conference.**

Authority Voting Board Members Not Present: Randy Neatherlin.

Authority Non-voting Board Member Present via WebEx virtual conference: Greg Heidal, Business Representative, IAM and AW, District Lodge 160.

Citizen Advisor to the Board Present via WebEx virtual conference: John Piety

Others Present: Danette Brannin, General Manager, Tracy Becht, Clerk of the Board, LeeAnn McNulty, Administrative Services Manager; Marshall Krier, Maintenance and Facilities Manager and Mike Ringgenberg, Operations Manager.

Others Present via WebEx conference: Robert Johnson, Legal Counsel.

ACCEPTANCE OF AGENDA

Moved that the agenda for the May 19, 2020 Mason Transit Authority (MTA) regular board meeting be approved. **Campbell/Petersen. Motion carried.**

CORRESPONDENCE

Mason Transit Authority received a thank you card for its assistance in recent deliveries of weekly meals and monthly commodities.

CONSENT AGENDA

Moved to approve Consent Agenda items 1 – 3, as follows:

1. **Moved** to approve the minutes of the MTA regular Board meeting of April 21, 2020.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for May, 2020 as presented.

3. **Moved** that the Mason Transit Authority Board approve the payments of April 15, 2020 through May 13, 2020 financial obligations on checks #34033 through #34127, as presented for a total of \$1,547,165.51.

Campbell/Trask. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS [None.]

NEW BUSINESS

1. **CARES Act 5311 Operating Grant Agreement** – Danette Brannin, General Manager, described to the Board the purpose of this funding assistance through Washington State Department of Transportation's Operating Grant program to receive federal dollars in connection with the FTA 5311 Coronavirus Aid, Relief and Economic Security (CARES) Act. Citizen Representative John Piety asked whether or not there might be more money coming. Ms. Brannin indicated that there may be, but unknown with certainty. **Moved** that the Mason Transit Authority Board approve Resolution No. 2020-10 that approves the Operating Grant Agreement PTD0192 and authorizes the General Manager to sign that Agreement. **Shutty/Trask. Motion carried.**
2. **Electronic Signature Policy (POL-705)** – Ms. Brannin described the advantages to using electronic signatures, not only in the current COVID-19 environment, but also in the future when documents need to be signed while she is traveling and in other circumstances. She also stated that the policy had been reviewed by Sandy Tarzwell of the Policy Committee and Legal Counsel. **Moved** that the Mason Transit Authority Board approve Resolution No. 2020-11 and the attached Electronic Signature Policy (POL-705). **Trask/Campbell. Motion carried.**

INFORMATIONAL

Ms. Brannin shared that the roundabout construction in Belfair is almost finished and that Marshall Krier, Maintenance and Facilities Manager, is taking care of the final details of the T-CC Parking Lot which is also near completion. Board member Campbell inquired about the Shelton-Matlock park & ride timeline and Ms. Brannin indicated that she is anticipating the work to begin in the fall.

GENERAL MANAGER'S REPORT – No further additions.

COMMENTS BY THE BOARD – [None].

EXECUTIVE SESSION – The Board Chair announced that the Board was going to move into Executive Session for 20 minutes. There was no public in attendance of the WebEx meeting. It was confirmed that the only members permitted into the Executive Session were the voting Board members, General Manager and Legal Counsel; therefore, all others had either departed the WebEx conference or were in the WebEx or Johns Prairie office lobbies. The Executive Session commenced at 4:19 pm. At 4:39 pm, it was announced that the Executive Session would continue for five more minutes.

RESUME OPEN SESSION – The Board Chair announced that the meeting was opened in regular session. Restriction of any remaining in the electronic lobby was lifted and the meeting resumed at 4:44 p.m.

Moved that the meeting be adjourned.

ADJOURNED 4:45 p.m.

UPCOMING MEETING

**Mason Transit Authority
Regular Meeting**
June 16, 2020 at 4:00 p.m.
**MTA Transit-Community Center
601 West Franklin Street
Shelton**

DRAFT

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 2 – *Actionable*
Subject: Financial Reports – June 2020
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Summary for Discussion Purposes:

Included is the Combined May and June 2020 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

Highlights:

Sales Tax Revenue

Sales tax revenue for March 2020 (received May 29, 2020) was \$408,506, 11% lower than March 2019 but remaining 22% higher than March 2020's budgeted sales tax revenue. Sales tax revenue for April 2020 (received June 30, 2020) was \$409,532, 8% lower than April 2020 but remaining 29% higher than April 2020's budgeted sales tax revenue.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 50% (6/12) of the budget through the end of the year. Total YTD Revenue is over budget at 54.90%. The percentage of Total YTD Operating Expenses are under budget at 42.22%.

- Operating grant revenue is increased due to April and May operating expenses charged against the federal CARES Act 5311 Operating Grant which is funded at 100% with no match.
- Sales tax continues to perform above budget year-to-date, although actual receipts down 2% year-to-date through April 2020.
- MTA has spent \$27,700 in Covid related safety supplies, training, and public messaging.
- MTA continues to reserve sales tax revenues in excess of budget to capital project reserves as the park and ride projects progress.

Fiscal Impact:

The May/June fiscal impact reflects total revenues of \$1,876,455 and operating expenses of \$1,207,204 for a net income of \$669,241.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the financial reports for the period of May and June 2020, as presented.

Mason Transit Authority Statement of Financial Activities

July 2020 Board Report

% through the year: 50.00%

June Statement of Financial Activities

	Combined May/June Actual	2020 YTD Actual	2020 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares	\$ 1,753	\$ 25,078	\$ 105,000		23.88%
PSNS Worker/Driver & Vanpool Fares	22,934	88,628	260,000		34.09%
Total Operating Revenue (Fares)	24,687	113,705	365,000		31.15%
Sales Tax	735,953	2,333,313	4,054,264	(1)	57.55%
Operating Grants	1,080,166	1,660,921	3,049,288	(2)	54.47%
Rental Income	22,423	74,931	179,520		41.74%
Investment Income	9,262	62,158	50,000		124.32%
Other Non-operating Revenue	3,954	15,286	61,510	(3)	24.85%
Total Revenue	1,876,445	4,260,315	7,759,582		54.90%
Expenses					
Wages and Benefits	1,003,107	2,668,950	6,223,621		42.88%
Contracted services	59,446	124,170	180,475		68.80%
Fuel	21,204	114,717	377,450	(4)	30.39%
Vehicle/Facility Repair & Maintenance	14,151	76,065	325,354		23.38%
Insurance	40,434	121,302	242,605		50.00%
Intergovernmental - Audit Fees	-	-	33,000		0.00%
Rent - Facilities and Park & Ride	4,880	14,640	32,500		45.05%
Utilities	19,257	62,813	137,508		45.68%
Supplies & Small Equipment	33,621	79,803	122,801	(5)	64.99%
Training & Meetings	1,191	6,333	47,035		13.46%
Other operating expenses	9,914	62,648	167,639	(6)	37.37%
Total Operating Expenses	1,207,204	3,331,440	7,889,988		42.22%
Net Income (Deficit) from Operations	\$ 669,241	\$ 928,874	\$ (130,406)		
Pooled Reserves	166,072	713,105		(7)	

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 Q1-2020, April and May actuals, plus June accrual. April and May requests made against CARES Operating Grant.
- (3) Includes LMTAAA Volunteer program revenue - \$8,388, Volunteer Donations - \$297, Sale of Maintenance Services \$595, Community Van - \$553, Sales Tax Interest Income - \$2,563 and Insurance Recoveries - \$77, \$1,400 credit card rebate and other misc. supplies and small equipment.
- (4) Average diesel price per gallon year to date is \$1.85. Average gasoline price per gallon year to date is \$2.24
- (5) Printing jobs with a total cost of \$15,274; TCC Ops Office cabinets, countertops, and lockers totaling \$9,747; furniture Admin office \$3,632; Cleaning/sanitation/safety supplies totaling \$21,840 for May and June; Bulk advertising - pandemic related public messaging - \$1,800.
- (6) Includes budget line items from Vehicle Licensing, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement, Dues, Memberships, and Subscriptions. Expenses through the year include: Volunteer Driver Program reimbursements \$9,480, Advertising \$19612, Merchant/credit card fees \$2,824 Office Equipment Lease \$2,195, Dues, Memberships, Subscriptions \$24,098, plus other misc. expenses.
- (7) Pooled Reserves is the amount of actual sales tax money received for 2020 in excess of the 2020 budgeted amount. The 2020 YTD Actual amount is not an expenditure and represents the amount put to cash reserves.

Mason Transit Authority Statement of Financial Activities - TCC

July 2020 Board Report

May_June Statement of Financial Activities

% through the year: 50.00%

	2020 Combined May/June Actual	2020 YTD Actual	2020 Budget	Notes	% of Budget Used	YTD - Community Center	YTD - Transit Operations
Revenue							
T-CC Rental	\$ 19,112	\$ 64,998	\$ 158,020	(3)	41.13%	\$ 64,998	\$ -
Other Revenue	-	42	-			42	-
Total Revenue	19,112	65,040	158,020		41.16%	65,040	-
Expenses							
Wages and Benefits	22,400	63,124	140,365		44.97%	63,124	-
Contracted services	861	6,902	20,823		33.14%	6,026	875
Repair & Maintenance	818	9,011	15,354	(1)	58.69%	4,752	4,258
Insurance	2,694	8,081	16,161		50.00%	8,080	1
Utilities	6,516	23,601	49,684		47.50%	16,796	6,805
Supplies & Small Equipment	3,012	6,199	8,011	(2)	77.38%	4,265	1,934
Other Operating Expenses	269	1,136	2,112		53.80%	1,136	-
Total Operating Expenses	36,571	118,053	252,510		46.75%	104,180	13,873
Net Income (Deficit) from Operations	\$ (17,459)	\$ (53,013)	\$ (94,490)			\$ (39,140)	\$ (13,873)

- (1) HVAC repairs - \$710, HVAC Filters - \$975 ; Two digital store front locks totaling \$2,869; 5-yr comprehensive fire suppression inspection - \$3,068, Kitchen exhaust hood cleaning - \$707 plus other misc. repairs.
- (2) TCC-pandemic related cleaning/sanitation/safety supplies for May and June totalled \$2,004.
- (3) T-CC Event rental revenue reduced cancelled event rentals during the pandemic.

Mason Transit Authority Cash and Investments

July 2020 Board Report

Cash Balances

	5/31/2020	6/30/2020	Change
Cash - MC Treasurer	\$ 1,155,199.85	\$ 2,596,298.89	\$ 1,441,099.04
Investments - MC Treasurer	8,500,000.00	8,500,000.00	-
Payroll - ACH Columbia Bank	194,513.55	\$ 194,513.50	\$ (0.05)
Petty Cash/Cash Drawers	500.00	500.00	-
TOTAL	\$ 9,850,213.40	\$ 11,291,312.39	\$ 1,441,098.99

Cash Encumbrances

Grant Related:

Three (3) 35' Coaches, Six (6) Cutaways - 5339 Fed 25% Match	\$ 558,769
This encumbrance is dependent on grant application success.	
Park & Ride Development Project RMG 2015-2019 Match	950,000
Parking Lot (DOE Grant)	177,500
Total Grant Match	1,686,269

Reserves:

Total Grant Match	1,686,269
General Leave Liability	207,249
Emergency Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Operating Grant Match Reserve	84,875
Future Operating Reserves	2,600,000
Capital Project Reserves ¹ /Belfair Roundabout	1,500,000
Fuel Reserves	120,000
IT Investments	40,000
Total Encumbered	\$ 8,488,393

Total of Cash	\$ 11,291,312.39
Less Encumbrances	8,488,393.00
Undesignated Cash Balance Total (Including Reserves)	2,802,919.39
Investments - MC Treasurer (Reserves)	8,500,000.00
Less Encumbrances	8,488,393.00
Undesignated Cash Reserves	\$ 11,607.00

Future Sales Tax Revenue received in excess of the budgeted amount will be reserved in Capital Project Reserves as the Park and Ride projects progress¹.

Mason Transit Authority Capital Budget

July 2020 Board Report

As of June 30, 2020

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Costs to Date	Purpose
T-CC Parking Lot	302,500	250,000	177,500	-	-	5,615	Parking lot behind TCC
Park & Ride Development - 2015-2019 RMG Funds	6,371,134	5,617,000	950,000	-	2,141,348	4,091,412	Construct Belfair P&R; upgrade other P&Rs
JP Copy Machine	7,000	-	7,000	-	5,412	5,412	Purchase new copy machine rather than leasing over 5-year term.
JP Exterior Paint	85,000	-	-	85,000	-	-	
Radich building roof repair	35,000	-	-	35,000	-	-	
Scissor Lift - TCC	15,000	-	-	15,000	-	-	Lift for atrium and gymnasium maintenance
HVAC Units	50,000	-	-	50,000	-	-	Replace units in Buildings 1 and 2
Bus Technology	30,915	-	30,915	-	-	-	Final Payment for incorporated bus technology.
Coach Repairs	116,500	116,500	-	-	82,559	113,455	Rebuild engines and transmissions in 3 coaches to extend life. Funded by Sales Tax Equalization.
Total Miscellaneous Capital Projects	7,013,049	5,983,500	1,165,415	185,000	2,229,319	4,215,894	
2 Worker Driver Coaches	1,779,228	1,285,419	257,084	-	1,542,503	1,542,503	Replace low SGR ranking coaches
9 Cutaways	932,157	699,118	294,492	-	993,610	993,610	Replace low SGR ranking Cutaways
2 40' Coaches,	970,579	727,934	298,374	-	1,026,308	1,026,308	Replace low SGR ranking Coaches
Mini Cutaway	80,000	80,000	5,374	-	85,374	85,374	Expansion vehicle; funded through Sales Tax Equalization
1 Coach	510,000	-	-	510,000	-	-	Need to replace a coach and will seek grant opportunity. Purchase will be contingent on successful grant application.
Total Vehicle Replacements	4,271,964	2,792,471	855,324	510,000	3,647,795	3,647,795	
Total Capital Projects	\$ 11,285,013	\$ 8,775,971	\$ 2,020,739	\$ 695,000	\$ 5,877,114	\$ 7,863,689	

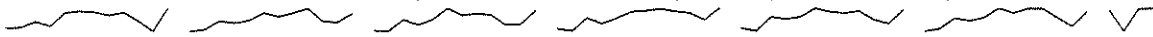
Capital Project Reserves - \$1,500,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

Mason Transit Authority Sales Tax Receipts

July 2020 Board Report

Sales Tax Collected as of 4/30/2020 for 02/29/2020

Monthly Cash-Flow Trend (January - December)

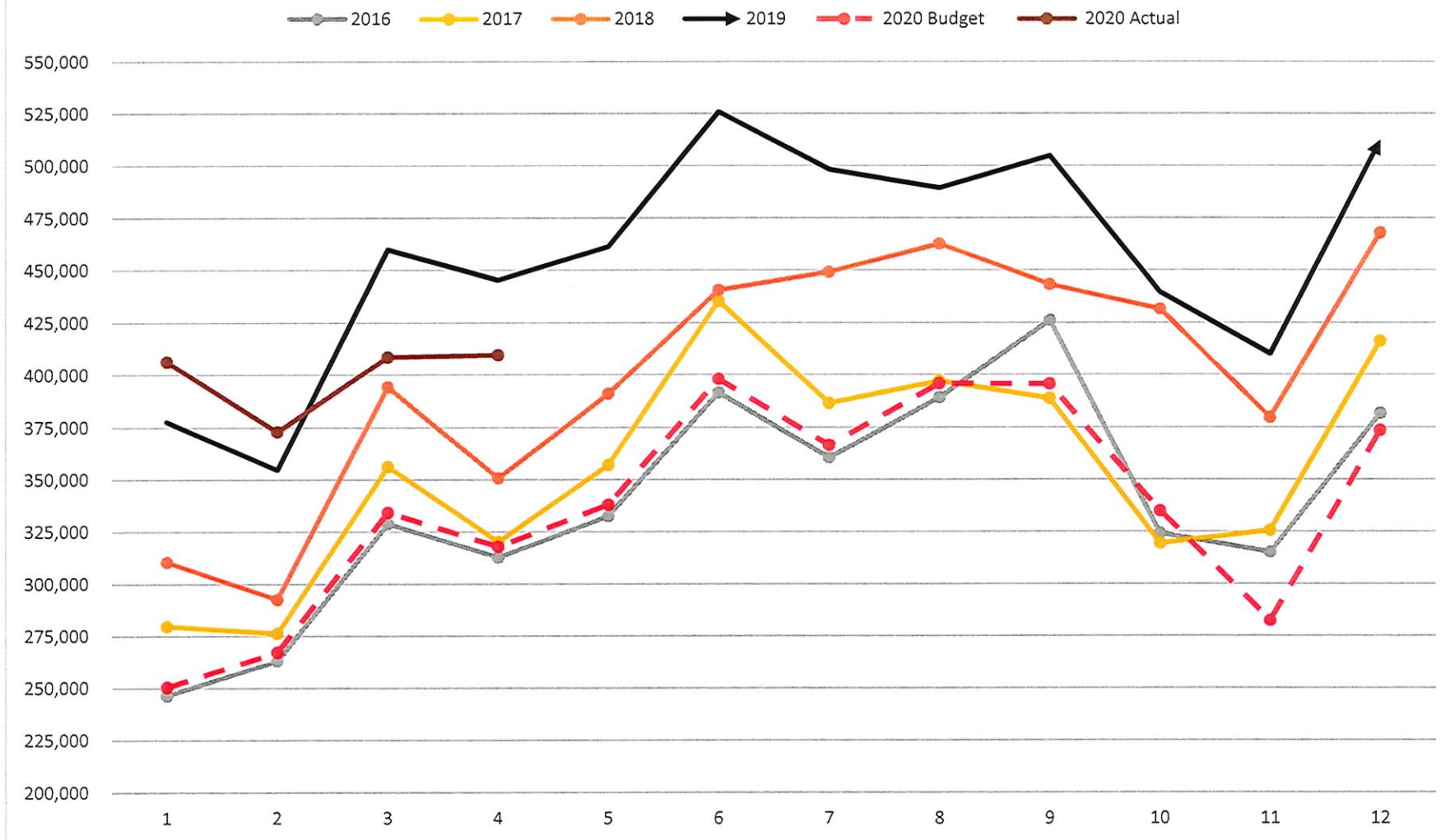


	2015	2016	2017	2018	2019	2020 Budget	2020 Actual	2019 Budget Variance	% Change 2019 - 2020 Actual
January	279,122	246,415	279,777	310,547	377,689	250,512	406,391	62%	8%
February	281,559	262,925	276,310	292,604	354,467	267,297	372,932	40%	5%
March	307,482	328,665	356,214	394,293	459,822	334,132	408,506	22%	-11%
April	286,903	312,635	320,241	350,586	445,171	317,834	409,532	29%	-8%
May	347,236	332,428	357,049	391,052	461,236	337,957			
June	354,920	391,485	435,445	440,606	525,839	397,996			
July	350,290	360,375	386,531	449,080	498,248	366,369			
August	336,522	389,222	397,061	462,622	489,291	395,696			
September	348,805	426,039	388,845	443,327	504,696	395,670			
October	309,042	324,125	319,477	431,530	439,534	334,940			
November	261,713	314,996	325,586	379,605	409,930	282,327			
December	367,053	381,623	416,254	467,960	512,346	373,534			
	3,830,645	4,070,933	4,258,790	4,813,813	5,478,270	4,054,264	1,597,361		

Budget Variance Average - YTD 38%

% Change 2019 vs 2020 Actual Average - YTD -2%

Monthly Sales Tax Trend



Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 3 – ***ACTION***
Subject: Check Approval
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Summary for Discussion Purposes:

Disbursements:

- *Active Construction, Inc.
 - Check #34237 – \$662,129.75 – Belfair Park & Ride Project
- *Schetky Northwest Sales
 - Check #34256 – \$543,548.40 – 5 – 23' Cutaways Buses 470-474
 - Check #34296 – \$450,261.80 – 4 – 25' Cutaways Buses 480-483
- *SCJ Alliance
 - Check #34166 – \$20,269.34 – Park & Ride Projects
 - Check #34257 – \$35,298.83 – Park & Ride Projects
- Ecolane USA, Inc.
 - Check #34183 – \$57,423.60 – Bus Technology Licenses
- Verizon Wireless
 - Check #34172 – \$5,810.26 – Bus Technology Equipment
- Landau Associates
 - Check #34247 – \$18,249.93 – TCC Parking Lot
- *Fast Signs
 - Check #34281 – \$17,821.43 – Graphics Buses 860 & 861
- *Cummins Northwest
 - Check #34182 – \$33,256.91 – Engine Rebuild Bus 300
- *US Transmissions, Inc.
 - Check #34303 – \$6,016.33 – Transmission Rebuild Bus 300

*Disbursements grant eligible.

May Fuel Prices: Diesel \$1.27, Unleaded \$1.65

June Fuel Prices: Diesel \$1.59 Unleaded \$2.80

General Manager Travel Expenditures:

- No Travel

Check Disbursement Fiscal Impact:

\$2,836,205.41

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of May 14, 2020 through July 13, 2020 financial obligations on checks #34127 through #34308, as presented for a total of \$2,836,205.41.



Mason Transit Authority
July 21, 2020 Disbursement Approval

The following checks for the period of May 14, 2020 through July 13, 2020 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

Description Accounts Payable Checks	Check Numbers 34127-34308	Total Amount \$2,836,205.41
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Included within the checks were:		
	Check #	Amount
Payroll & DRS – 5/27/2020	34148	160,594.33
Payroll & DRS – 6/11/2020	34202	157,814.95
Payroll & DRS – 6/24/2020	34236	155,191.22
Payroll & DRS – 7/07/2020	34265	162,504.30
Active Construction, Inc.	34237	662,129.75
Landau Associates	34247	18,249.93
Schetky Northwest Sales	34256	543,348.40
SCJ Alliance	34166	20,269.34
SCJ Alliance	34257	35,298.83
Fast Signs	34281	17,821.43
Schetky Northwest Sales	34296	450,261.80
US Transmissions, Inc	34303	6,016.33
Cummins Northwest	34182	33,256.91
Ecolane USA, Inc.	34183	57,423.60
Verizon Wireless	34172	5,810.26

Submitted by: LeeAnn McNulty Date: 7-13-2020
LeeAnn McNulty, Administrative Services Manager

Approved by: Danette Brannin Date: 7/14/2020
Danette Brannin, General Manager

Mason Transit Authority Credit Card Activity
 July 2020 Board Report

May & June Activity

GL Title	Transaction Description	Expenses
Construction in Progress P&R	MCLENDONS HARDWARE-BELFAIR PARK AND RIDE	\$ 21.45
Other Non-Transportation Revenue	US BANK REBATE	(1,400.00)
Security Services	Checkr - Background Check	45.64
Facility Repair/Maintenance	AMAZON-DOOR CHIME	35.79
Facility Repair/Maintenance	GREEN LIGHT DEPOT-LIGHT BULBS	127.25
Facility Repair/Maintenance	Home Depot - Facility JP	41.91
Facility Repair/Maintenance	Home Depot - Facility JP	109.87
Facility Repair/Maintenance	OLYMPIC LOCK AND KEY-SPARE KEY FOR TCC	17.24
Facility Repair/Maintenance	Supply House - Oil for hot water pump	20.09
Facility Repair/Maintenance	Supply House - Oil for hot water pump	49.19
Facility Repair/Maintenance	WALMART-LAWN FERTILIZER	31.40
Facility Repair/Maintenance	WALMART-WATER HOSE NOZZLE	64.32
Operating Supplies	Amazon - Face Masks	157.36
Operating Supplies	Amazon - Face Masks	482.83
Operating Supplies	Amazon - Face Shields	324.42
Operating Supplies	Amazon - Non-contact thermometers	336.48
Operating Supplies	Shop4Ties - Cloth Face Masks	544.80
Operating Supplies	TRANSFER CORP Q5-7580 WEBBING LOOPS-24	72.00
Operating Supplies	Uline - Plastic Chain for Social Distancing	538.66
Operating Supplies	ULINE-SAFETY ITEMS FOR PARKING	543.85
Office Supplies	Amazon - Medicine Cabinet	34.55
Office Supplies	Amazon-Black Ink Printer Cartridges for Records Vault	39.16
Office Supplies	Amazon-Tri-Colored Printer Ink Cartridges for Records Vault	79.50
Office Supplies	OFFICE DEPOT-10 KEY CALCULATOR	54.58
Shop Supplies	AMAZON-DRI-Z-AIR	67.49
Shop Supplies	Tractor Supply - Trailer Winch	108.49
Shop Supplies	ZORO-SHOP SUPPLIES	21.90
Cleaning/Sanitation Supplies	1000bulbs - Face Masks for Janitorial	33.43
Cleaning/Sanitation Supplies	1000bulbs - Face Masks for Janitorial	81.83
Cleaning/Sanitation Supplies	1000bulbs - Face Masks for Ops	951.11
Cleaning/Sanitation Supplies	Amazon - Vinyl Gloves for cleaning	32.16
Cleaning/Sanitation Supplies	Amazon - Vinyl Gloves for cleaning	78.74
Cleaning/Sanitation Supplies	AMAZON-FOGGER-COVID-19	(346.75)
Cleaning/Sanitation Supplies	BARGREEN.COM DETERGENT FOR TCC DISHWASHERS	160.49
Cleaning/Sanitation Supplies	Sarco Supply - Fogger	471.63
Shelter Supplies	McLendons - Shelter Supplies	8.13
Shelter Supplies	MCLENDONS HARDWARE-DOUBLE SIDED TAPE	8.67
Shelter Supplies	MCLENDONS HARDWARE-SCOTCH TAPE	5.41
Shelter Supplies	Smartsign - Bus Stop Signs	92.81
Shelter Supplies	WALMART-TRASH BAGS	13.89
Communications Equipment	Walmart-Headset/Microphone for Ecolane Teleconference	16.19
Communications Equipment	Walmart-Headset/Microphone for Ecolane Teleconference	21.69
Communications Equipment	Walmart-Headset/Microphone for Ecolane Teleconference	43.39
IT Equipment	Amazon - Privacy Screens	249.50
IT Equipment	Amazon - Smart Bus	17.13
IT Equipment	Amazon - Test Tablet Mount	174.53
IT Equipment	Napa - Test Tablet Charger	25.83

Mason Transit Authority Credit Card Activity
 July 2020 Board Report

May & June Activity

GL Title	Transaction Description	Expenses
Small Tools & Equipment	TRACTOR SUPPLY-BAGGER SET	489.59
Small Tools & Equipment	TRACTOR SUPPLY-MOWER BLADES	59.66
Safety Supplies	AMAZON-14 THERMOMETERS COVID 19	896.00
Safety Supplies	AMAZON-DISPOSABLE MASKS-COVID 19	711.18
Safety Supplies	AMAZON-FACE SHIELDS COVID-19	301.61
Safety Supplies	AMAZON-NITTILE GLOVES COVID-19	86.79
Safety Supplies	AMAZON-NITTILE GLOVES COVID-19	303.78
Safety Supplies	DISCOUNT MUGS-DISPOSABLE MASK COVID-19	1,628.74
Safety Supplies	MYSAFETYSIGN.COM-COVID-19 SAFETY SIGNS	786.58
Safety Supplies	QUALITY LOGO PRODUCTS-HAND SANITIZER	467.39
Safety Supplies	SAFETYSIGN.COM-COVID-19 SAFETY SIGNS	153.35
Safety Supplies	SPLIT MYSAFETYSIGN.COM	321.28
Safety Supplies	SPLIT SAFETYSIGN.COM	62.64
Safety Supplies	ULINE-SAFETY GLASS WIPES	136.60
Safety Supplies	ULINE-SAFETY ITEMS FOR PARKING	246.25
Safety Supplies	WSTA-COVID MASKS	408.14
Veh License/Registration Fee	DOL MASON COUNTY-LICENSING BUSES 470-473	254.51
Veh License/Registration Fee	DOL MASON COUNTY-LICENSING BUSES 474-480	127.21
Veh License/Registration Fee	DOL MASON COUNTY-LICENSING BUSES 481-483	190.81
Dues, Memberships, Subscriptions	DOR-BUSINESS LICENSE	11.28
Dues, Memberships, Subscriptions	POSTER GUARD-3 LABOR LAW SUBSCRIPT	260.37
Travel & Meeting Expense MTA	Alaskan Airlines - Gillig Inspection, Ellertsen	164.20
Travel & Meeting Expense MTA	HATHORNE SUITES-GILLIG BUS BUILD	482.21
Travel & Meeting Expense MTA	WALLY PARK-GILLIG BUS BUILD	89.12
Training / Seminars	MRSC-Webinar on PRA Deep-Dive Personnel & Employment	35.00
Training / Seminars	Summit Law - Covid Webinar	75.00
Advertising/Promotion Media	Shelton Booster Club - Banner Display	200.00
Advertising/Promotion Media	Shelton Mason Journal - 10 Weeks of Ads	1,800.00
Other Misc Expenses	Amazon - Future of Public Transit Book	28.15
Passenger Parking Facilities	Glacier West - Belfari Parking	550.00
Passenger Parking Facilities	GLACIER WEST-PARKING	550.00
Total		<u>\$ 16,587.47</u>

Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 1 – *Actionable*
Subject: Cooperative Agreement with the City of Shelton
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Background:

As part of the overall park & ride development project, MTA is constructing a park & ride on property owned by the city of Shelton known as Pear Orchard.

The project will consist of improvements to the Pear Orchard Park and Ride Facility, which will include new pavement, pavement reconstruction, stormwater facilities, illumination, security, signing, striping, bus shelter and other work, all in accordance with the Contract Plans, Provisions and Standard Specifications.

The Cooperative Agreement is needed to provide an understanding of the responsibilities of each party and to provide terms of agreement.

Legal Counsel has reviewed the Cooperative Agreement.

Summary: Approve the Cooperative Agreement with the City of Shelton and authorize the General Manager to sign the Cooperative Agreement.

Fiscal Impact:

TBD.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board adopt Resolution No. 2020-12 approving the Cooperative Agreement between Mason Transit Authority and the City of Shelton for the purpose of the Pear Orchard Park & Ride and authorizing the General Manager to sign the Cooperative Agreement.

COOPERATIVE AGREEMENT

Operation and Maintenance of the Pear Orchard Park and Ride

THIS COOPERATIVE AGREEMENT (Agreement) for the operation and maintenance of the **Pear Orchard Park and Ride** is made and entered into by and between the **city of Shelton** hereinafter called (CITY) and the **Mason County Public Transportation Benefit Area dba Mason Transit Authority** hereinafter called (TENANT).

RECITALS

- A. TENANT desires to constructed and operate a park and ride lot commonly known as the Pear Orchard Park and Ride located near SR 3 and Front Street in Shelton, WA);
- B. The Park and Ride Lot is located on real property owned by the CITY;
- C. The TENANT provides public transportation within the city of Shelton and Mason County, and has adopted a comprehensive plan to provide mass transit for said rural area, which includes providing transit services at the Park and Ride Lot;
- D. The TENANT agrees to operate and maintain the Park and Ride Lot in exchange for the right to operate transit services; and
- E. The City and the TENANT are authorized to enter into this agreement pursuant to Chapter 39.34 RCW.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED THAT:

1. PREMISES.

A. The premises covered by this Agreement is shown hachured on **Exhibit A**, attached hereto and by this reference made a part hereof, and defined as follows:

Legal Description attached

B. TENANT has examined the Premises and accepts it in its present condition as part of the consideration of this Agreement.

2. USE OF PREMISES.

A. No use other than operation and maintenance of a park and ride lot in conjunction with transit services shall be permitted without the prior written approval of the CITY. Operation of transit services are the transfer of motorists from private vehicles to buses or to or from private carpool vehicles, bus to bus transfers, transfers to TENANT van pools, and necessary security activities. Any other use authorized by the CITY will be pursuant to separate written agreement. This provision applies to other uses by TENANT and uses by third parties.

B. TENANT shall have access to the Premises at the location shown on **Exhibit A**.

C. In using the Premises, TENANT must comply with all City municipal codes, policies, and regulations heretofore adopted or hereafter promulgated by the CITY relative to the location, operation, and maintenance of improvements located on the Premises.

D. In using the Premises, it is expressly agreed that TENANT must comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements, that are in force or which may hereafter be in force and secure and maintain all necessary permits and licenses.

E. TENANT agrees to maintain the following park and ride parking spaces on the Premises, unless otherwise agreed to in writing by the parties: Total of 32 as follows: 30 Standard; 0 Compact; 0 Handicapped; and 2 Handicapped Vans.

F. Signs, display lights, or advertising media/materials are not permitted on the Premises except on transit buses, unless shown on a separate plan sheet and must receive prior written approval by the City. The signs as shown on **Exhibit B**, attached hereto and by this reference made a part hereof, are hereby approved.

G. TENANT will not disturb markers installed by a franchise or permit holder and will contact the franchise or permit holder prior to any excavation in order that the franchise or permit holder may locate the utility. It is TENANT's responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents, employees, tenants, and/or invitees. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12") or greater, TENANT must call the one-number locator service in TENANT's area as required by RCW 19.122 to ascertain the existence of underground utilities. TENANT must comply with all provisions of ch. 19.122 RCW relating to underground facilities. ~~Excavation on the Premises is new construction subject to the terms and conditions set forth in Section C herein.~~

3. **TERM.** This Agreement shall be a 20-year tenancy, commencing on April 1, 2019.

4. RENEWAL.

A. This Agreement may be renewed for a 20-year period; provided that;

(1) TENANT is not in default and has not been in default during the term or any Renewal Period of this Agreement;

(2) there is no other public need for the Premises;

(3) the Park and Ride Lot is, in the CITY's determination, continuing to serve a functional highway purpose; and

(4) the terms and conditions of this Agreement conform to then existing city policies or practices, laws, regulations, and contracts, or provided TENANT is willing to amend this Agreement to bring it into compliance with such policies, practices, laws, regulations, and contracts.

B. The Agreement for the Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts, as reflected in a written amendment signed by both parties.

C. TENANT shall give notice of its intent to renew this Agreement for the Renewal Period at least ninety (90) calendar days, but not more than six (6) months prior to the expiration of this Agreement, or any renewal thereof.

5. TERMINATION BY CITY.

A. The CITY may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) upon thirty (30) calendar days' written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by the CITY in its sole judgment, if TENANT is diligently working to cure the default; and

(2) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers under the Bankruptcy Act.

B. Waiver or acceptance of any default of the terms of this Agreement by the CITY shall not operate as a release of TENANT's responsibility for any prior or subsequent default.

C. If TENANT defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed “non-curable” and this Agreement may be terminated by the CITY on thirty (30) days written notice.

6. TERMINATION BY TENANT.

A. TENANT may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) upon not less than thirty (30) calendar days’ prior written notice.

(2) upon not less than thirty (30) calendar days’ prior written notice to the CITY, if the CITY defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by TENANT in its sole judgment, if the CITY is diligently working to cure the default.

(3) Immediately, upon written notice, if in TENANT’s judgment the Park and Ride Lot is destroyed or damaged so as to substantially and adversely affect TENANT’s authorized use of the Park and Ride Lot.

7. CONSIDERATION. In exchange for the use of the Premises by TENANT to operate a park and ride lot in conjunction with transit services, as described elsewhere herein, the TENANT agrees to perform the maintenance services on the Premises, as provided elsewhere herein.

8. MAINTENANCE.

A. TENANT agrees to maintain the Premises in accordance with CITY standards set forth in the CITY Maintenance Manual, and any amendments thereto, which by this reference are incorporated herein.

B. Fences shall be maintained by TENANT. If any fence is damaged as a result of TENANT’s activities, TENANT will promptly repair such damage at its cost to the CITY’s satisfaction.

C. The CITY reserves the right to periodically observe and inspect the maintenance work conducted by TENANT on the Premises. The CITY shall provide written notice to TENANT to include details of those elements or areas not in compliance with specifically referenced CITY maintenance requirements. The notice will set a specified reasonable period of time in which requested corrective action must be taken; provided that, if an emergency exists, corrective action must be taken immediately. If corrective measures are not completed within the specified time

period, the CITY may either perform the maintenance as provided elsewhere herein and seek reimbursement from the TENANT, or issue a notice of default as provided elsewhere herein.

9. IMPROVEMENTS. TENANT may install improvements on the Premises at the locations previously agreed to by the parties and as shown on **Exhibit C**. Prior to the installation of these improvements TENANT shall notify the CITY and the parties shall coordinate their activities to facilitate such installations. The above approved improvements shall be in accordance with the Plans and Specifications dated March 26, 2019, which by this reference are incorporated herein.

10. PERSONAL PROPERTY.

A. The CITY shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the Premises, except for such claims or losses that may be caused by the CITY, its authorized agents, or employees.

B. TENANT shall not be liable in any manner for, or on account of, any loss or damage sustained to any CITY, its franchisees, lessees, and permittees, or other authorized users' personal property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by TENANT, its authorized agents, or employees.

C. Upon termination of this Agreement, the CITY or its agent may remove all personal property of TENANT and TENANT improvements or modifications to the Premises remaining on the Premises at TENANT's expense and dispose of it in any manner the CITY deems appropriate. TENANT agrees to reimburse the CITY for the costs of such removal and disposal within thirty (30) calendar days of the date of the CITY's invoice.

11. CONSTRUCTION. No construction of new or reconstruction of existing improvements is permitted without the prior written approval of the CITY. TENANT covenants that any regrading or improvements to be constructed on the Premises will not at any time during or after construction either damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or the operation thereof. The CITY shall be furnished with one (1) set of complete plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by the CITY. All construction work shall be done in conformity with the plans and specifications as approved. All construction shall comply with the City municipal code, regulations, construction standards, permit requirements, or other applicable rules, which includes but is not limited to inspection by a certified project inspector. The CITY may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure observation of the plans and specifications, protection of all parts and elements of the facility, and compliance with the CITY's construction and safety standards. The improvements

shall be designed and constructed in a manner that will permit access to the Premises for the purpose of inspection, maintenance, and construction when necessary.

12. CITY RESERVATION OF RIGHT.

A. Right of Entry.

(1) Nothing herein shall affect the CITY's, its agent's, and/or contractor's right to enter upon and use the Premises at any time for any purpose.

(2) Other than in an emergency, the CITY, as a matter of courtesy, will attempt to give TENANT a minimum of thirty (30) calendar days' notice of any entry that will unreasonably disrupt TENANT's operation or maintenance on the Premises. All reasonable steps will be taken to minimize impacts to TENANT's operation and maintenance, however, the CITY assumes no liability of any kind for any such disruption.

B. Right to Grant/Maintain/Operate Utility Franchises/Permits/Easements/Leases.

(1) Nothing in this Agreement shall affect the CITY's right to grant franchises, easements, permits, or enter into leases or other documents concerning the use of the Premises; provided that, such use does not unreasonably interfere with TENANT's operation or maintenance of the Premises.

(2) Nothing in this Agreement shall affect the right for franchisees, permittees, or lessees, to enter upon the Premises to maintain, repair, and enhance existing facilities and install, maintain, and repair new facilities.

(3) Any installation, maintenance, and repair of the Premises by a franchisee, permittee, or lessee will be accomplished in such a manner as to minimize any disruption to TENANT's operation and maintenance on the Premises. Except in the event of an emergency, the franchisee, permittee, or lessee will be required to notify TENANT of activities that will involve the use of the Premises prior to such use. In addition, the franchisee, permittee, or lessee will be required to restore paving and grading damaged by the installation, maintenance, and/or repair.

13. VACATION OF PREMISES. Upon termination of this Agreement, TENANT shall cease its operations on the Premises and, if so directed by the CITY, restore the Premises to its condition prior to TENANT's occupancy. This restoration may include the removal of personal property and any TENANT improvements or modifications to the Premises. This work shall be done at TENANT's expense and to the reasonable satisfaction of the CITY. In the event TENANT fails to vacate and, if so directed by the CITY, restore the Premises prior to the date of termination, TENANT shall be liable for any and all costs to the CITY arising from such failure and agrees to

reimburse the CITY for all such costs within thirty (30) calendar days of the date of the CITY's invoice for such costs.

14. TAXES/ASSESSMENTS/UTILITIES.

A. TENANT agrees to pay all assessments that benefit the Premises, and/or which may hereafter become a lien on the interest of TENANT. TENANT shall have the right to appeal disputed charges.

B. TENANT also agrees to pay all taxes that may hereafter be levied or imposed upon TENANT or by reason of this Agreement. TENANT shall have the right to appeal disputed charges.

C. TENANT agrees, except as noted herein, to pay the cost for all utility bills incurred at the Park and Ride Lot, including, but not limited to, sewer, electric, water, surcharges, and rate adjustments that serve the Premises. TENANT also agrees to pay any other fee associated with the Premises that may be required by the City municipal code, including but not limited to General Facilities Fees.

15. LIENS.

A. Nothing in this Agreement shall be deemed to make TENANT the agent of the CITY for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. TENANT acknowledges that the CITY may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by TENANT.

B. TENANT shall at all times indemnify and save the CITY harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Premises, TENANT shall either (1) record a valid release of lien; or (2) deposit sufficient cash with the CITY to cover the amount of the claim on the lien in question, and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or (3) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien. Should TENANT fail to accomplish either C. (1), (2) or (3) above within thirty (30) calendar days after the filing of such a lien, this Agreement shall be in default per **Section 5.A.(1)**.

16. ENVIRONMENTAL REQUIREMENTS.

A. The CITY and TENANT each represent, warrant, and agree that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state, and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of the CITY and under such terms and conditions as may be specified by the CITY. For the purposes of this Agreement, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. TENANT is hereby authorized to bring on to the Premises gasoline and petroleum products necessary to carry out the maintenance and operation requirements set forth in this Agreement. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by the CITY staff or independent third parties where there is evidence of contamination on the Premises, or where the CITY is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse the CITY for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide the CITY with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit the CITY to participate in all settlement or abatement discussions. In the event that TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, the CITY may elect to perform such work, and TENANT covenants and agrees to reimburse the CITY for all direct and indirect costs associated with the CITY's work where those costs are determined to have resulted from TENANT's use of the Premises. TENANT further agrees that the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Agreement, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify, and hold the CITY harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties which are caused by or result from TENANT'S activities on the Premises. TENANT further agrees to retain, defend, indemnify, and hold the CITY harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

F. The CITY agrees to indemnify, defend, and hold TENANT harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the existence of, and/or removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to the other properties, which are caused by or result from the CITY's activities on the Premises. The CITY further agrees to retain indemnify, defend, and hold TENANT harmless from any and all liability arising from the off-site disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from the Premises.

G. The provisions of this Section shall survive the termination or expiration of this Agreement.

17. INSURANCE.

MASON TRANSIT AUTHORITY: MASON TRANSIT AUTHORITY will maintain general, auto and completed operations liability coverage to assume the general, auto, and completed operations liability risks associated with the work under this agreement. CITY OF SHELTON understands and acknowledges that MASON TRANSIT AUTHORITY is a member of a risk-sharing program, the Washington State Transit Insurance Pool. As such, the Washington

State Transit Insurance Pool provides the equivalent of these coverages normally found under a commercial lines policy or policies:

- Auto liability coverage for any auto (owned or non-owned) no less than \$1 million each accident.
- General liability coverage no less than \$5 million per occurrence and a \$10 million aggregate limit. This also provides products and completed operations and personal injury.
- Pollution liability insurance for this specific location no less than \$1 million per pollution condition with an annual aggregate of at least \$1 million and shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense or settlement of claims.

MASON TRANSIT AUTHORITY maintains workers' compensation as required by the Industrial Insurance laws of Washington through the state of Washington Department of Labor and Industries.

Should MASON TRANSIT AUTHORITY add structures or personal property to this property, MASON TRANSIT AUTHORITY agrees to insure such in the following manner:

- All risk property insurance coverage

MASON TRANSIT AUTHORITY is solely responsible for the payment of any deductible or self-insured retention.

18. INDEMNIFICATION.

A. TENANT, its successors, and assigns, will protect, save, and hold harmless the CITY, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Agreement on or off the Premises. TENANT further agrees to defend the CITY, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the negligence of the CITY or its authorized agents or employees.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the TENANT and

the CITY, its officers, officials, employees, and volunteers, the TENANT'S liability hereunder shall be only to the extent of the TENANT'S negligence

B. **WAIVER:** TENANT agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to the CITY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The provisions contained in this Section shall survive the termination or expiration of this Lease.

19. INDEPENDENT CAPACITY. TENANT shall be deemed an independent contractor for all purposes and the employees of TENANT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of the CITY.

20. NONDISCRIMINATION. TENANT, for itself, its successors and assigns, as part of the consideration hereof, do hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including but not limited to chapter 49.60 RCW.

21. ASSIGNMENT. Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred.

22. BINDING CONTRACT. This Agreement shall not become binding upon the CITY unless and until executed by CITY signatories.

23. PERFORMANCE BY CITY.

A. If TENANT defaults in the performance or observation of any covenant or agreement contained in this Agreement, the CITY, without notice if deemed by the CITY that an emergency exists, or if no emergency, with thirty (30) calendar days' written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement. Such emergency shall include, but not be limited to, endangerment of the life or safety of users of the Park and Ride Lot and the adjacent highway facility, or the endangerment of the Park and Ride Lot or the adjacent highway facility.

B. TENANT shall reimburse the CITY the entire cost and expense of such performance by the CITY within thirty (30) calendar days of the date of the CITY's invoice.

C. Any act or thing done by the CITY under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

24. MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

25. INTERPRETATION. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

26. SEVERABILITY. If any covenant or provision or part thereof, of the Agreement be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.

27. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by either party except to the extent that the same are expressed in the Agreement.

28. DISPUTE RESOLUTION.

A. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

CITY: City Administrator

TENANT: MTA General Manager

B. CITY Designated Representative and TENANT Designated Representative shall confer to resolve disputes that arise under this Agreement as requested by either party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

C. In the event the Designated Representatives are unable to resolve the dispute, the appropriate CITY Administrator and the MTA General Manager for TENANT shall confer and exercise good faith to resolve the dispute.

D. In the event the CITY Administrator and the MTA General Manager for TENANT are unable to resolve the dispute, the parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The parties shall then seek to mutually agree upon the mediation

process, who shall serve as the mediator, and the time frame the parties are willing to discuss the disputed issue(s).

E. Each party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; provided that, any settlement executed by the parties shall not be considered confidential and may be disclosed. Each party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Shelton, Washington, unless the parties mutually agree in writing to a different location.

F. If the parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either party may institute a legal action in the County of Mason, State of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

29. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own attorney's fees and costs.

30. VENUE. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Mason County, Washington.

31. AGREEMENT MANAGEMENT.

A. The Program Manager for each of the parties shall be responsible for administration of this Agreement and shall be the contact person for all communications and billings regarding the administration of this Agreement, which expressly excludes notices of default and reporting, and correcting defects covered under warranty.

B. The Program Manager for TENANT is: MTA General Manager.

C. The Program Manager for the CITY is: Public Works Director.

D. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an

additional and/or different person to whom such notice, request, report or other communication are thereafter to be addressed.

32. NOTICES.

A. Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified mail or overnight mail addressed to the appropriate party(ies) at the addresses provided herein, unless a different address is designated in writing or delivered to the other party.

B. Notices of default of this Agreement shall be given to the Program Manager and the individuals listed below:

- (1) TENANT: MTA General Manager
- (2) CITY: City Administrator

C. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices of default are to thereafter to be addressed.

<p>Mason County Public Transportation Benefit Area dba Mason Transit Authority</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>City of Shelton</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM</p> <p>By: _____</p>	<p>APPROVED AS TO FORM</p> <p>By: _____</p>

TENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON)

) ss

COUNTY OF _____)

On this _____ day of _____ 20____, before me personally appeared, _____ to me known to be the _____ of the _____ that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the state of Washington,
residing at _____
My commission expires _____.

CITY ACKNOWLEDGEMENT

STATE OF WASHINGTON)

) ss

COUNTY OF)

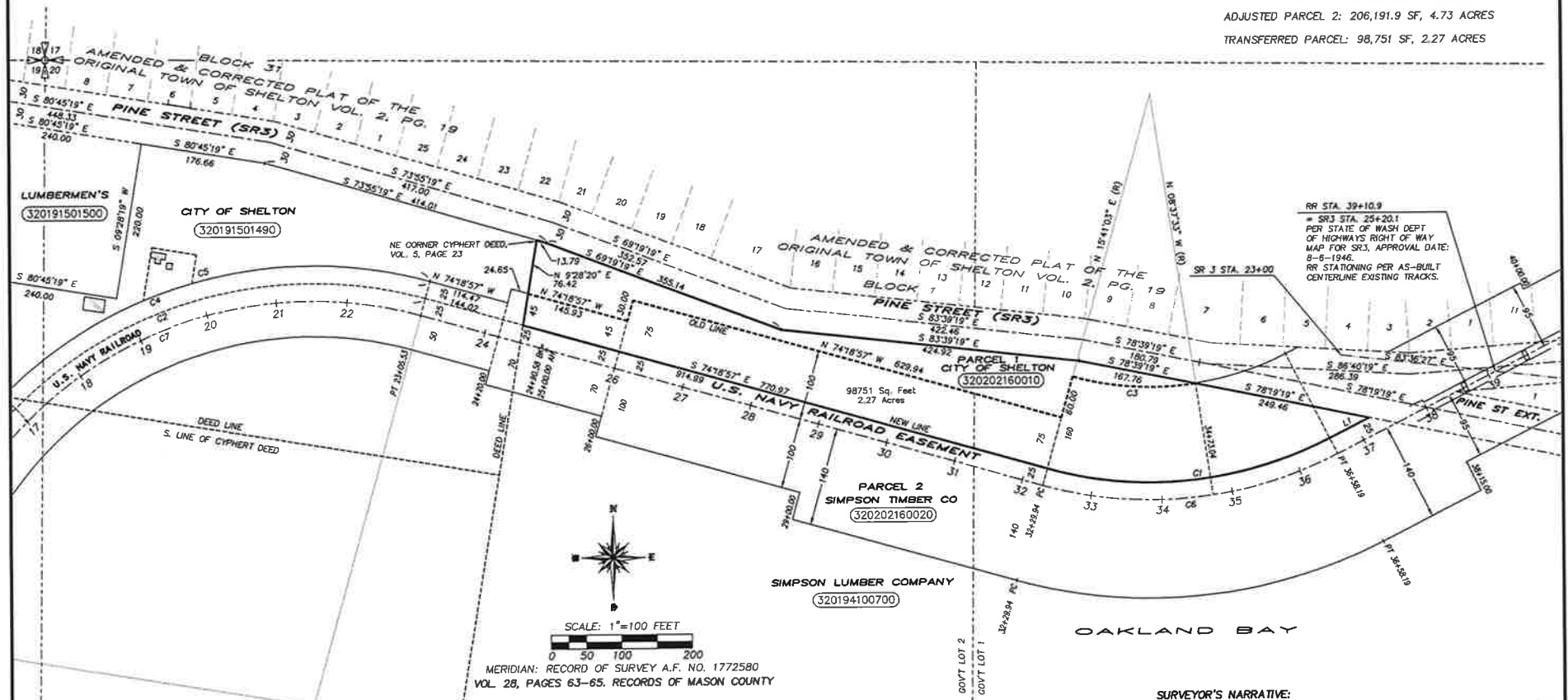
On this _____ day of _____, 20__ before me personally appeared _____, to me known to be the duly appointed _____, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20__.

Notary Public in and for the state of Washington,
residing at _____
My commission expires _____.

BOUNDARY LINE ADJUSTMENT
GOV'T LOTS 1 AND 2 SECTION 20, TOWNSHIP 20N, RANGE 3W, W.M.

PARCEL AREAS:
 ORIGINAL PARCEL 1: 39,301.5 SF, 0.90 ACRES
 ORIGINAL PARCEL 2: 304,942.9 SF, 7.00 ACRES
 ADJUSTED PARCEL 1: 138,052.5 SF, 3.17 ACRES
 ADJUSTED PARCEL 2: 206,191.9 SF, 4.73 ACRES
 TRANSFERRED PARCEL: 98,751 SF, 2.27 ACRES



SCALE: 1"=100 FEET
 0 50 100 200
 MERIDIAN: RECORD OF SURVEY A.F. NO. 1772580
 VOL. 28, PAGES 63-65, RECORDS OF MASON COUNTY

CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	42°49'30"	547.96	409.57
C2	84°07'54"	597.96	878.03
C3	24°18'36"	412.96	175.21
C4	78°10'28"	622.96	849.97
C5	60°22'18"	622.96	656.41
C6	42°49'30"	572.96	428.25
C7	96°20'00"	572.96	963.34

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 62°51'33" E	63.22
L2	N 09°28'19" E	66.12
L3	S 68°26'51" E	7.80

SURVEYOR'S NARRATIVE:
 ALL BOUNDARY AND RIGHT-OF-WAY INFORMATION SHOWN HEREON IS BASED ON SURVEY FOR THE CITY OF SHELTON AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580, VOL. 28 OF SURVEYS, PAGE 63. THE PURPOSE OF THIS BOUNDARY LINE ADJUSTMENT MAP IS TO ILLUSTRATE THE TRANSFER OF OWNERSHIP OF THAT PORTION OF THE RAILROAD RIGHT-OF-WAY OWNED BY SIMPSON TIMBER COMPANY (SUBJECT TO EXISTING US NAVY RAILROAD EASEMENT PER AF NO. 125869) TO THE CITY OF SHELTON PARCEL NO. 320202160010.

kpf CONSULTING ENGINEERS
 4200 6TH AVENUE SE, SUITE 309
 LACEY, WASHINGTON 98503
 (360) 292-7230 FAX (360) 292-7231

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE LEGAL DESCRIPTIONS OF THIS BOUNDARY LINE ADJUSTMENT ARE THE FULL AND CORRECT DESCRIPTIONS.



THOMAS J. SWIFT CERTIFICATE No. 38489

BOUNDARY LINE ADJUSTMENT
 FOR
CITY OF SHELTON
 NW NW 20 20 N 3 W, W.M.
 QTR-QTR QTR. SECTION TWP. RANGE
MASON COUNTY WASHINGTON

AUDITOR'S INDEX DATA

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9	10	11	12
13	14	15	16

20

SEC. 20, TWP. 20N, RNG. 3W

JOB No.: 414008
 DWG NAME: S414008.BLA
 DRAWN BY: TJS
 CHECKED BY: JFC
 DATE: 11/28/2016
 SCALE: 1"=100'
 SHEET: 2 OF 2

BOUNDARY LINE ADJUSTMENT

**GOV'T LOTS 1 AND 2 SECTION 20, TOWNSHIP 20N, RANGE 3W, W.M.
CITY OF SHELTON, MASON COUNTY, WASHINGTON**

SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 2	NOTES, DESCRIPTIONS, SIGNATURES
2 OF 2	MAP

COUNTY'S TREASURER'S CERTIFICATE

ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF THIS CERTIFICATION HAVE BEEN DULY PAID, SATISFIED, OR DISCHARGED.

TREASURER OF MASON COUNTY _____ DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2016, AT _____ M. IN VOLUME _____ OF PAGE _____ AT THE REQUEST OF _____
AUDITOR'S FILE NUMBER: _____

MASON COUNTY AUDITOR _____

LEGAL DESCRIPTION OF EXISTING LOTS:

PARCEL 1: CITY OF SHELTON PARCEL NO. 320202160010

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF PINE STREET AS SHOWN ON THE AMENDED AND CORRECTED PLAT OF SHELTON, 660 FEET EASTERLY FROM THE INTERSECTION OF SAID SOUTHERLY BOUNDARY WITH THE WESTERLY BOUNDARY OF SAID SECTION 20, SAID POINT BEING THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID CYPHERT TRACT, TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE U.S. NAVY RAILROAD; THENCE EASTERLY, ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE, TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF PINE STREET; THENCE WESTERLY, ALONG SAID SOUTHERLY BOUNDARY, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, RIGHT-OF-WAY FOR STATE ROUTE 3 (FORMERLY STATE ROUTE 14A).

CONTAINING 39,301.5 SF, 0.90 ACRES.

PARCEL 2: US NAVY RAILROAD RIGHT-OF-WAY EASEMENT PARCEL NO. 320202160020

THAT PORTION OF THE RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING SOUTHERLY OF PINE STREET AND EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23;

CONTAINING 304,942.9 SF, 7.00 ACRES.

LEGAL DESCRIPTION OF ADJUSTED LOTS:

ADJUSTED PARCEL 1

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF PINE STREET AS SHOWN ON THE AMENDED AND CORRECTED PLAT OF SHELTON, 660 FEET EASTERLY FROM THE INTERSECTION OF SAID SOUTHERLY BOUNDARY WITH THE WESTERLY BOUNDARY OF SAID SECTION 20, SAID POINT BEING THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23; THENCE SOUTHERLY, ALONG THE EASTERLY BOUNDARY OF SAID CYPHERT TRACT, TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF THE U.S. NAVY RAILROAD; THENCE EASTERLY, ALONG SAID NORTHERLY RAILROAD RIGHT-OF-WAY LINE, TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF PINE STREET; THENCE WESTERLY, ALONG SAID SOUTHERLY BOUNDARY, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, RIGHT-OF-WAY FOR STATE ROUTE 3 (FORMERLY STATE ROUTE 14A).

TOGETHER WITH THAT PORTION OF RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23, AND LYING SOUTHERLY OF STATE ROUTE 3, AND LYING NORTHERLY OF A LINE DRAWN 25 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD RIGHT-OF-WAY AS NOW CURRENTLY LOCATED AND DEPICTED ON RECORD OF SURVEY RECORDED ON JANUARY 17, 2002, UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580.

CONTAINING 138,052.5 SF, 3.17 ACRES.

ADJUSTED PARCEL 2

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23, AND LYING SOUTHERLY OF STATE ROUTE 3, AND LYING SOUTHERLY OF A LINE DRAWN 25 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF THE RAILROAD RIGHT-OF-WAY AS NOW CURRENTLY LOCATED AND DEPICTED ON RECORD OF SURVEY RECORDED ON JANUARY 17, 2002, UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580.

CONTAINING 206,191.9 SF, 4.73 ACRES.

LEGAL DESCRIPTION TRANSFERRED PARCEL 3:

A TRACT OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 20, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M., BEING A PORTION OF PARCELS A AND C OF BOUNDARY LINE ADJUSTMENT NO. 02-16, AS RECORDED UNDER MASON COUNTY AUDITOR'S FILE NO. 2057467, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF RAILROAD RIGHT-OF-WAY ACQUIRED BY THE UNITED STATES OF AMERICA UNDER JUDGMENT ON THE DECLARATION OF TAKING ENTERED ON JULY 19, 1948, IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WASHINGTON SOUTHERN DIVISION UNDER COURT CAUSE NO. 619, RECORDED ON JULY 24, 1948, UNDER MASON COUNTY AUDITOR'S FILE NO. 125869, LYING EASTERLY OF A TRACT OF LAND CONVEYED TO MARY E. CYPHERT IN DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 23, AND LYING NORTHERLY OF A LINE DRAWN 25 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF SAID RAILROAD RIGHT-OF-WAY AS NOW CURRENTLY LOCATED AND DEPICTED ON RECORD OF SURVEY RECORDED ON JANUARY 17, 2002, UNDER MASON COUNTY AUDITOR'S FILE NO. 1772580.

CONTAINING 98,751 SF, 2.27 ACRES.

SURVEYOR'S CERTIFICATE

THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF LANDS SURVEYED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF RCW 58.17, LAWS OF WASHINGTON AT THE REQUEST OF THE CITY OF SHELTON.



THOMAS J. SWIFT, PLS 38489 DATE _____

CERTIFICATE OF OWNERSHIP

THIS BOUNDARY LINE ADJUSTMENT HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER

OWNER'S SIGNATURE _____ DATE _____

NOTARY:

STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____ AD, 2016, BEFORE ME THE UNDERSIGNED A NOTARY IN AND FOR THE STATE OF _____, DULY COMMISSIONED AND SWORN TO ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS A FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY COMMISSION EXPIRES: _____

DIRECTOR'S APPROVAL

APPROVED FOR RECORDING PURSUANT TO TITLE 19 OF THE SHELTON MUNICIPAL CODE

COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR _____ DATE _____

k p f f CONSULTING ENGINEERS
4200 6TH AVENUE SE, SUITE 309
LACEY, WASHINGTON 98503
(360) 292-7230 FAX (360) 292-7231

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTIONS OF THIS BOUNDARY LINE ADJUSTMENT ARE THE FULL AND CORRECT DESCRIPTIONS.

THOMAS J. SWIFT CERTIFICATE NO. 38489



BOUNDARY LINE ADJUSTMENT
FOR
CITY OF SHELTON
NW NW 20 20 N 3 W, W.M.
NE NW 20 20 N 3 W, W.M.
QTR-QTR QTR SECTION TWP. RANGE
MASON COUNTY WASHINGTON

AUDITOR'S INDEX DATA



JOB No.: 414008
DWG NAME: S414008.BLA
DRAWN BY: TJS
CHECKED BY: JEC
DATE: 11/28/2016
SCALE: 1"=100'
SHEET: 1 OF 2



MASON TRANSIT AUTHORITY PARKING AREA

PARKING AREA AVAILABLE TO PUBLIC TRANSPORTATION USERS

48 HOURS MAXIMUM STAY

FOR THE SAFETY AND CONVENIENCE OF EVERYONE USING THE FACILITY, PLEASE PARK ONLY IN THE DESIGNATED SPACES. VEHICLES BLOCKING ACCESS LANES, ENTRANCES, EXITS, AND OTHER VEHICLES; OR LEFT UNATTENDED FOR OVER 48 HOURS WILL BE REMOVED AT THE OWNER'S EXPENSE. (RCW 46.61.570,577)

MASON TRANSIT AUTHORITY DOES NOT ASSUME LIABILITY FOR ANY LOSS, THEFT, OR DAMAGE TO A VEHICLE OR ITS CONTENTS. UNAUTHORIZED VEHICLES AND VEHICLES "FOR SALE" ARE NOT PERMITTED ON THIS FACILITY AND WILL BE REMOVED AT OWNER'S EXPENSE.

CALL (360) 426-9434 FOR MAINTENANCE, SECURITY CONCERNS,
AND RIDESHARE INFORMATION

EXHIBIT C

Pear Orchard Park and Ride Improvements

Mason Transit Authority will construct a new park and ride facility at the Pear Orchard property owned by the city of Shelton. The plans will include new pavement, pavement reconstruction, stormwater facilities, illumination, signing, security cameras, striping, bus shelter and other work, all in accordance with the Contract Plans, Provisions and Standard Specifications approved by the city of Shelton and dated March 26, 2019.

RESOLUTION NO. 2020-12

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE INTERLOCAL AGREEMENT WITH THE CITY OF
SHELTON REGARDING PEAR ORCHARD PARK AND RIDE OPERATION
AND MAINTENANCE AND AUTHORIZING THE GENERAL MANAGER TO
SIGN THAT AGREEMENT.**

WHEREAS, Mason Transit Authority (“MTA”) through its Authority Board desires to construct and operate a park and ride lot commonly known as the Pear Orchard Park and Ride located near SR 3 and Front Street in Shelton, WA; and

WHEREAS, MTA and the City of Shelton (“City”) desire to enter into an agreement relating to the operation and maintenance of the Pear Orchard Park and Ride lot, which is located on real property owned by the City; and

WHEREAS, MTA provides public transportation within the City of Shelton and Mason County, and has adopted a comprehensive plan to provide mass transit for said rural area, which includes providing transit service at the Pear Orchard Park and Ride lot; and

WHEREAS, MTA agrees to operate and maintain the park and ride lot in exchange for the right to operate transit services; and

WHEREAS, MTA and the City are authorized to enter into this agreement pursuant to Chapter 39.34 RCW;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD approved the Cooperative Agreement between MTA and the City relating to the operations and maintenance of the Pear Orchard Park and Ride; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Cooperative Agreement.

Adopted this 21st day of July, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, 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 1 – *Actionable*

Subject: Union Contract for Drivers

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: July 21, 2020

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.

Attached is a copy for review and approval.

Highlights to note:

- Top of the scale increased by 1.25%. Starting wage increased by 8.5% for the purpose of attracting new drivers.
- Wages in the matrix were aligned by a percentage of the top wage with drivers reaching the top of the scale at 6.5 years.
- Drivers' wages were aligned with their years of service.
- Year two of the contract allows for a 2.5% general wage increase to the matrix. All drivers will be in the matrix in year two, which has been a goal.
- In the third year of the contract, wages will be open for negotiation.
- Longevity increased by .30 for 10 years of service; .30 for 15 years of service; .40 for 20 years of service; .40 for 25 years of service. 30 years of service longevity pay was added to the matrix.
- Foreign language premium of \$2 was added when a driver that is fluent in a foreign language is asked to help translate written documents.
- Payout on sick leave was added. Drivers may ask annually for a cash out on any hours above 480 on a 1:2 basis. Upon separation, under non-disciplinary circumstances and with at least 5 years of employment
- Increase of \$25 for annual uniform reimbursement. Added \$40 every two years for reimbursement for purchase of a timepiece.
- Increase in vacation payout up to 80 hours from 40 hours if a driver is unable to use down vacation to below 240 hours due to MTA's ability to allow time off.
- Guaranteed 30 hours per week for extra board drivers.

Contract was negotiated with the assistance of Shannon Phillips from Summit Law. The contract has been viewed by Legal Counsel and by a member of each of the Board's Operation and Maintenance Committee (Matt Jewett) and Human Resources Committee (Deb Petersen).

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

Fiscal Impact:

The fiscal impact for 2020 is \$131,077 in wages.

Staff Recommendation:

Approve the IAM&AW contract for MTA's drivers.

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, 2020 to May 31, 2023 (the "Agreement") and approve Resolution No. 2020-13 authorizing the General Manager to sign the Agreement.

**TENTATIVE
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 to May 31, 2023

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DRAFT

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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 once it receives the authorization. An authorization remains in effect until revoked in writing, in accordance with the terms and conditions of the authorization.

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. 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 (5) 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.)

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 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 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 with a copy of the medical examiners certificate.

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 with an original copy of the completed physical examination, 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 in all drivers' lounges 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 day, 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. Notice of the intention to swap must be given to the scheduling supervisor 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: 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 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 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 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 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.

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 by seniority.

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 (10) 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, Independence Day, Labor Day, Veteran's Day (public service provided), Thanksgiving Day, Day after Thanksgiving Day (public service provided) and Christmas Day

- 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. 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.

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).

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.
- 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.

Section 18.15 Donated Leave: An employee may, on a strictly voluntary basis, donate 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 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 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 AIG/Valic 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.

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 for pants, shorts, shoes, belts and hats. Additionally, the Employer shall reimburse drivers up to \$40 for timepieces once every two 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.

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.

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) 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 Manager 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 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 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, 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, 2023 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 ____ DAY OF _____.

MASON TRANSIT AUTHORITY

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

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APPENDIX A - WAGE SCHEDULES

Step				6/1/2020	6/1/2021
					2.50%
Training	0 - .25 yrs		75%	19.20	19.68
	1 .25- 1.5 yrs		80%	20.48	20.99
	2 1.5 - 2.5 yrs		83%	21.25	21.78
	3 2.5 - 3.5 yrs		86%	22.02	22.57
	4 3.5 - 4.5 yrs		89%	22.78	23.35
	5 4.5 - 5.5 yrs		92%	23.55	24.14
	6 5.5 - 6.5 yrs		95%	24.32	24.93
	7 6.5 - 7.5 yrs		100%	25.60	26.24

LONGEVITY		Per Hour
10 YRS		0.70
15 YRS		0.90
20 YRS		1.20
25 YRS		1.40
30 YRS		1.65

Pay Premiums	Per Hour
Lead Driver	\$4
OJT, Trainee	\$3
Foreign Language	\$2

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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.

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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 the same type of vehicle on a regular basis.

RESOLUTION NO. 2020-13

**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, 2020 TO MAY 31, 2023 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, 2020 to May 31, 2023;

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, 2020 to May 31, 2023 (the "Agreement"); and

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

Adopted this 21st day of July, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, 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 2 – *Discussion*
Subject: Transit Development Plan (TDP) – First View
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Background:

The attached draft Transit Development Plan (TDP) is Mason Transit Authority’s annual update as required under Washington State RCW Section 35.58.2795, Public Transportation Systems – Six-Year Transit Plans. This report provides summary information for 2019 as well as projected changes for 2020-2025. The TDP details MTA’s current service, infrastructure, equipment and financial outlook and provides a five-year forecast of and planned service development, capital investment and budget assumptions. The structure of the TDP has changed and been updated according to the required elements that must be present in the TDP.

Public hearings to receive comment will be held on July 29 at the Port of Allyn and August 6 at the T-CC. Additional details relating to those public hearings are on the MTA website, as well as the copy of the TDP. MTA will take written questions and/or comments until 4:00 p.m. on Friday, August 14, 2020.

The attached draft is the Board’s first view of the TDP. Staff will be seeking final approval of the TDP at the August Board meeting.

Summary: First view of Transit Development Plan (TDP).

Fiscal Impact:

None.

Staff Recommendation:

None at this time.



2020-2025

TRANSIT DEVELOPMENT PLAN

and

2019 Annual Report

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



Date of Public Hearings:

July 29, 2020 and August 6, 2020

Adopted on: August 18, 2020

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 2020 Transit Development Plan on August 18, 2020

Public Participation Process

Public Comment Period: July 21, 2020 – August 13, 2020

Comments Submitted to: MTA@masontransit.org
Mason Transit Authority
General Manager
790 E Johns Prairie Rd
Shelton, WA 98584

Public Hearing: Mason Transit Authority held two public hearings on the Transit Development Plan on July 29, 2020 at 5:30pm at the Port of Allyn 18560 E State Route 3, Allyn, WA 98524 and August 6, 2020 at 5:30 pm at the Transit-Community Center, 601 W Franklin Ave, Shelton, WA 98584.

Notice Posted to Website: MTA posted a notice of the hearing on the Transit Development Plan to its website at www.masontransit.org on July 17, 2020.

Notice Published in Local Paper: The Shelton Journal published a notice of the hearing on the Transit Development Plan on July 23, 2020.

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 July 17, 2020 by emailing MTA@masontransit.org or by calling (360) 426-9434.

Available to the Public for Review: MTA allow 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 August 19, 2020, 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:
 - Vaughn 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, Sound 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

At time of publication of the Transit Development Plan, MTA was running reduced service due to COVID-19. Days of operations were Monday – Friday, with limited emergency Dial-a-Ride on 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, Demand Response (general dial-a-ride), Vanpools and volunteers using private cars under the Volunteer Driver Program that serves those over the age of 60 needing out-of-county services.

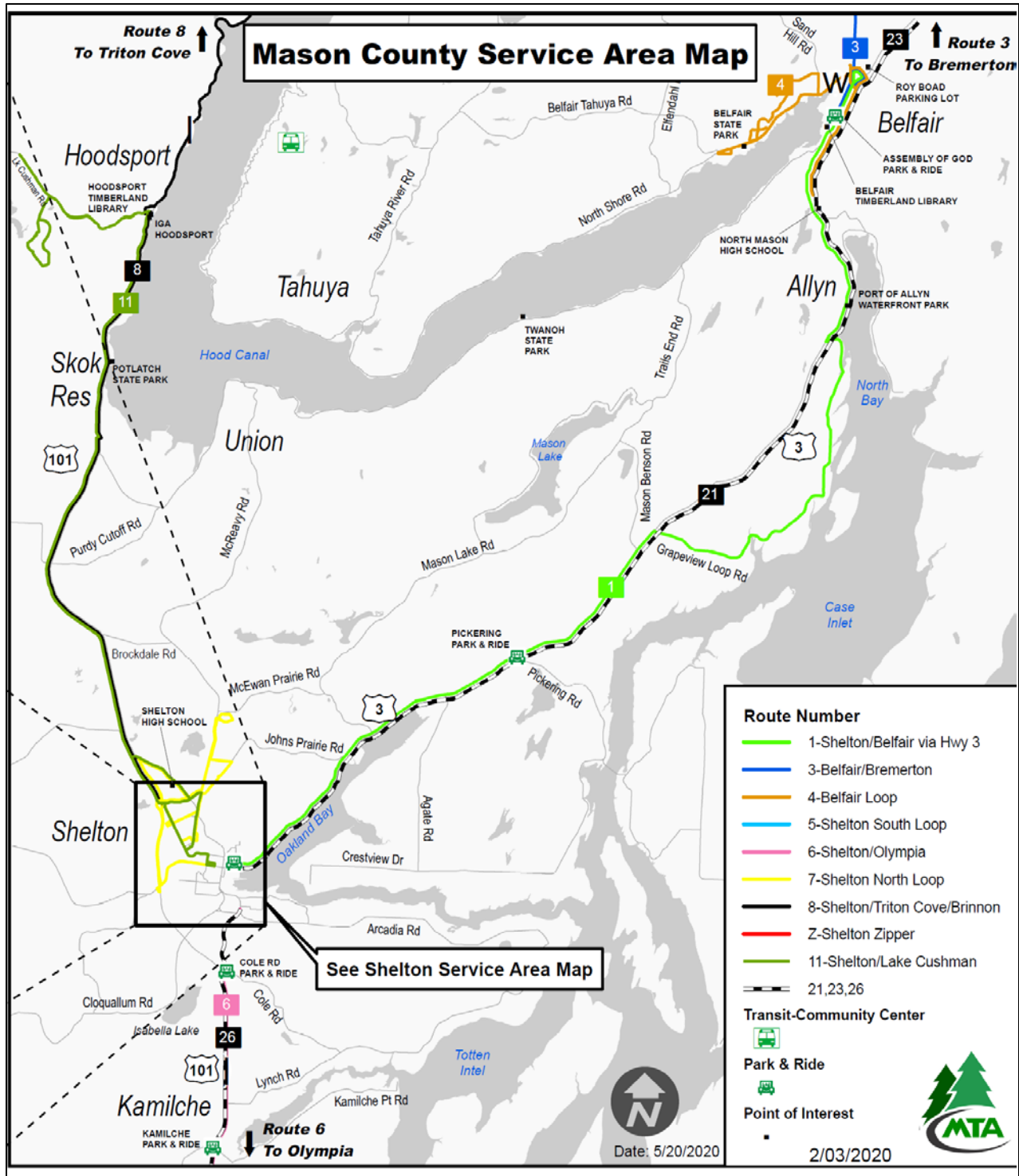
Hours of operation of the transportation service are 4:00 a.m. to 8:30 p.m., Monday through Friday, and 6:00 a.m. to 8:30 p.m. on Saturday. There is no service on Sunday, and either no service or reduced service on observed holidays. MTA operates nine (9) Fixed Routes on weekdays and eight (8) routes on Saturdays that allow minimal 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 as well as 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) hours before to two (2) weeks prior to the preferred pick-up time but may request a ride for anytime 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 Kamaliche. 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.

MTA administers a Volunteer Driver Program (VDP) that is possible through partnership with the Lewis, Mason and Thurston County Area Agency on Aging and funding from the Federal Older Americans Act and the Washington State Senior Citizens Act, as well as donations from recipients. The VDP provides essential transportation for seniors (60+) who are unable to drive or use public transit to their out-of-county medical appointments and other essential services. To provide this service, MTA utilizes volunteers that donate their time and drive their own vehicles. In 2019, the Volunteer Driver Program served 149 clients and covered 1,354 rides, 60,463 miles and 2,726 volunteer hours.

MTA's vanpool program started in 2005. At time of publication, MTA has a fleet of 12 vanpool vans to promote statewide ridesharing goals and benefits to commuters living or working in Mason County. This program complements Mason Transit Authority's network of local and express services, providing commute alternatives to destinations that cannot be effectively served by Fixed Route services. In 2019, Mason Transit Authority Vanpools provided over 20,222 rides, 5.5% of the agency's fixed route ridership. 2019 ended with 8 active vanpools.

Map 1 – Service Area



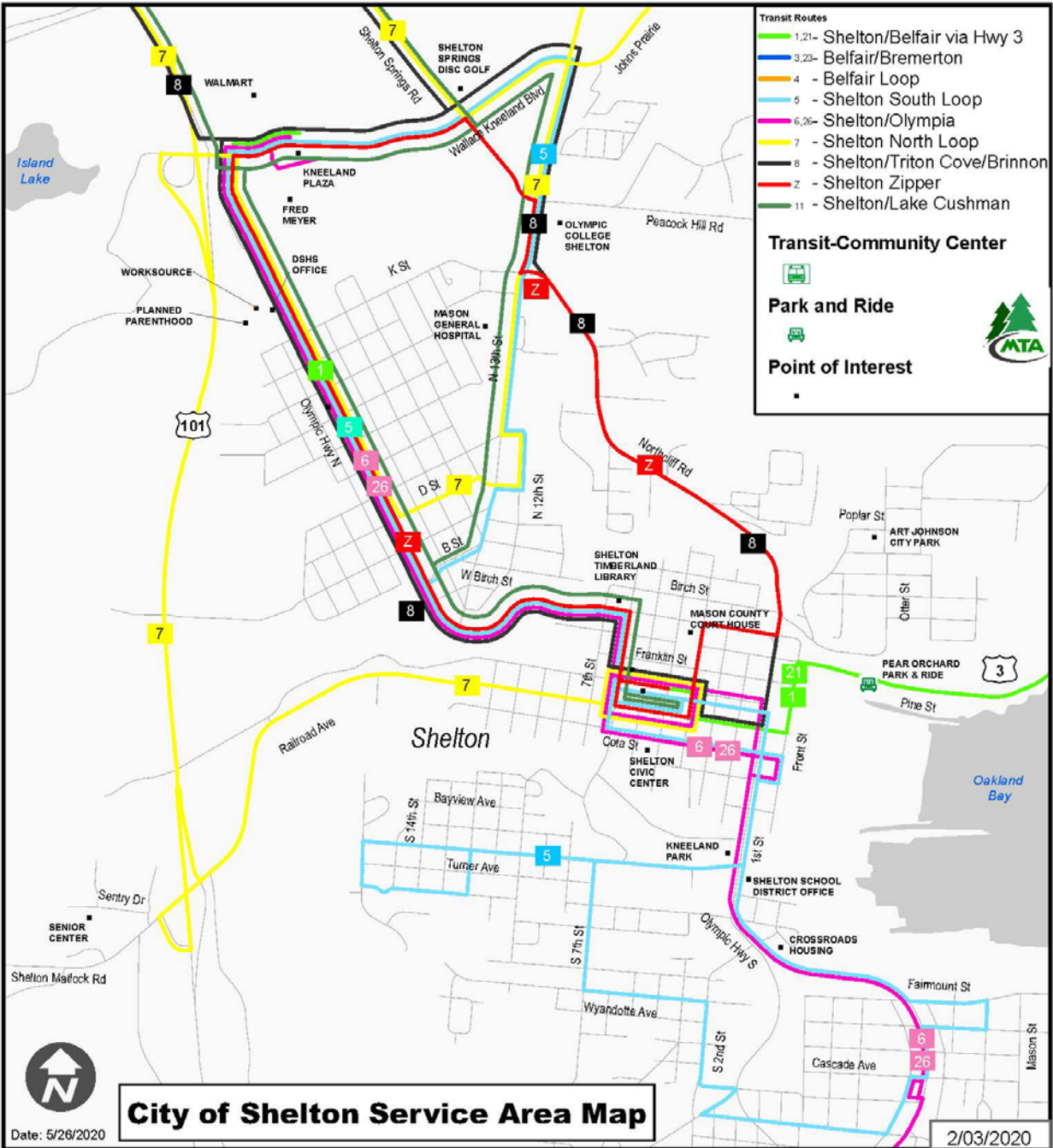


Table 1 - Fares

<i>Travel within Mason County and Active Military</i>	<i>Fare Free</i>
Out of County Travel:	
Cash Fares	
Adults and Youth (one way)	\$1.50
Seniors and Persons with Disabilities	\$.50
Transportation Incentive Program (PSNS)	\$ 2.50
Children under six	No Charge
Monthly Pass	
Adults	\$ 30.00
Seniors and Persons with Disabilities	\$ 10.00
Youth (ages 6-17 years)	\$ 18.00
Summer Youth Adventure Pass	\$ 20.00
Transportation Incentive Program (PSNS)	\$110.00

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.

In July 2018, MTA began recognizing the STAR pass for State of Washington employees living in Mason County that work in Thurston County. STAR pass holders are not charged a fare and MTA is compensated through the funds provided in the Transportation budget.

Facilities

MTA operations, maintenance and administrative facilities are located at 790 E. Johns Prairie Road in Shelton, Washington. A rented satellite operations facility is located at 23780 NE State Hwy 3 in Belfair, Washington. MTA also leases space at the Glacier West Boat, RV & Self Storage commercial storage facility on SR 106 in Belfair to park two coaches and five cutaway vans used to provide services in the northern part of Mason County.

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 1950's to a modern, ADA accessible and LEED Silver Certified Transit-Community Center (T-CC).

A seven-acre parcel was purchased north of Belfair for a Park and Ride lot. The lot will contain 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 slated to open in summer of 2021 with the building to open in 2022.

Park and Ride Lots

MTA supports a network of Park and Ride facilities that are located throughout Mason County. At time of publication, 255 parking spaces are provided at facilities owned and operated by Washington State Department of Transportation, Mason County and the City of Shelton. While MTA manages and provides routine light maintenance to these locations, the agency does not own the properties. On average, 37 percent of the Park and Ride lot capacity is occupied on any given weekday.

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 will add needed upgrades to existing locations including enhanced security, lighting, paving and electric car charging stations at high use lots. The project also includes the building 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 will now be relocated due to the Coffee Creek Fish Passage project. The funding provides over nine million dollars and includes local matching funds from MTA. The state funding is apportioned over the current and next biennium budget periods. In April of 2016, MTA selected SCJ Alliance of Lacey, Washington, to guide the project through to completion. MTA expects completion of the project in 2022.

State and Agency Goals, Objectives and Strategies

From 2020-2025, Mason Transit Authority will focus on the five key priorities 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: 2020 – 2025 Goals, Objectives, and Strategies, and Alignment with State Goal

Goals, Objectives and Strategies	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Goal I: Safe and Secure						
Objective 1.1 - Emphasize safety of MTA riders, citizens and employees in all aspects of MTA operations						
Strategic Work Plan 1.1.1 Define Safety Committee's purpose and direction			X		X	
Strategic Work Plan 1.1.2 Place curbs or bollards in parking area next to building at Johns Prairie			X			
Strategic Work Plan 1.1.3 Review WSTIP's Best Practices in the area of safety			X	X		X
Strategic Work Plan 1.1.4 Purchase rain jackets for employee safety			X			
Strategic Work Plan 1.1.5 Replace vehicles to comply with State of Good Repair goals		x	X			
Objective 1.2 - Ensure training for a safe and secure experience for all and to eliminate preventable accidents						
Strategic Work Plan 1.2.1 Quarterly Driver training and refresher training as required		X	X			

Strategic Work Plan 1.2.2 Ensure L&I safety compliance through training.			X			
Objective 1.3 - Provide technology and resources to support secure movement of buses						
Strategic Work Plan 1.3.1 Complete CAD/AVL/GPS installation				X		X
Objective 1.4 - Proactive approach to safety throughout the agency to increase and improve security throughout the service area						
Strategic Work Plan 1.4.1 Change from flag stops to fixed stops in urban area of Shelton			X	X		X
Objective 1.5 - Enforce transit rules and establish consistency of service to riders in a safe, accessible manner						
Strategic Work Plan 1.5.1 Have a manager or supervisor on duty during service hours by moving the Ops office to the T-CC			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						
Strategic Work Plan 2.1.1 Continue review of the Comprehensive Service Review suggestions to improve services						X
Strategic Work Plan 2.1.2 Plan for 2021 service changes and ensure each mode meets the goals of creating a positive transportation experience for all		X	X	X		X
Objective 2.2 - Establish a culture of customer service and deliver services that are responsive to community needs.						
Strategic Work Plan 2.2.1 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						
Strategic Work Plan 2.3.1 Review Dial-a-Ride services and hours to ensure efficiency and availability of resources				X		X
Strategic Work Plan 2.3.2 Conduct outreach for all service changes	X					X
Strategic Work Plan 2.3.3 Improve passenger amenities by providing apps and on-line scheduling			X	X		X
Objective 2.4 - Seek new opportunities to enhance the riders' experience through better route planning and additional services when feasible						

Strategic Work Plan 2.4.1 Seek pilot route opportunities to reach more riders	X					X
Strategic Work Plan 2.4.2 Expand Zipper route time to 8:00am - 5:00 pm		X		X		X
Strategic Work Plan 2.4.3 Allyn Transit Parking Lot planning		X				
Goal 3: Financial Stewardship						
Objective 3.1 - Operate an efficient, cost-effective system						
Strategic Work Plan 3.1.1 Prepare for potential revenue impacts						X
Objective 3.2 - Maintain internal controls and compliance over public resources						
Strategic Work Plan 3.2.1 Ensure compliance of 2019-2021 grant contracts						X
Strategic Work Plan 3.2.2 Review and renew leases for T-CC and Johns Prairie tenants		X				X
Strategic Work Plan 3.2.3 Continued work in records management cleanup						X
Objective 3.3 - Provide current, accurate and transparent financial data						
Strategic Work Plan 3.3.1 Provide accurate, timely financial reports to the Board and the public						X
Objective 3.4 - Strive for a 5-year sustainability plan						
Strategic Work Plan 3.4.1 Review 5-year sustainability plan and adjust as needed						X
Objective 3.5 - Plan for future operational and capital needs through maintaining financial reserves						
Strategic Work Plan 3.5.1 Transferring excess revenue to reserves for future operating and capital needs.		X				X
Objective 3.6 - Proficiency in regulatory requirements through continuing education						
Strategic Work Plan 3.6.1 Procurement training for Public Works projects, prevailing wage requirements and FTA compliance						X
Strategic Work Plan 3.6.2 Complete the competitive purchases analysis for FTA compliance						X
Objective 3.7 - Manage key financial indicators						
Strategic Work Plan 3.7.1 Identify needed financial policies or manual to outline financial objectives						X
Goal 4: Community Partnerships						
Objective 4.1 - Cultivate partnerships throughout the community						

Strategic Work Plan 3.1.1 Prepare for potential revenue impacts		X		X		X
Objective 4.2 - Participate in outside committees, regional planning organizations and boards						
Strategic Work Plan 3.2.1 Ensure compliance of 2019-2021 grant contracts						X
Strategic Work Plan 3.2.2 Review and renew leases for T-CC and Johns Prairie tenants						X
Strategic Work Plan 3.2.3 Continued work in records management cleanup						X
Objective 4.3 - Participate in mentorship programs at local schools and colleges						
Strategic Work Plan 4.3.1 Staff share knowledge of the transit industry and job opportunities through mentorship programs and job fairs.	X	X				
Objective 4.4 - Exemplify exceptional customer service that goes above and beyond						
Strategic Work Plan 4.4.1 Training throughout the agency to ensure highest standards of customer service.		X		X		X
Objective 4.5 - Provide transportation choices and support travel that uses less energy, produces fewer pollutants and reduces greenhouse gases in the region						
Strategic Work Plan 4.5.2 Seek opportunity through federal and state grants for electric or hybrid service vehicles					X	
Strategic Work Plan 4.5.1 Continue seeking opportunities to add electric infrastructure to MTA facilities					X	
Objective 4.6 - Support efforts to mitigate traffic congestion throughout the region						
Strategic Work Plan 4.6.1 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	
Objective 4.7 - Cooperative relationships with T-CC tenants and events						
Strategic Work Plan 4.7.1 Continue support to the tenants and promotion of events.	X					X
Goal 5: Workplace Culture of Excellence						
Objective 5.1 - Provide an atmosphere where employees are valued and respected						
Strategic Work Plan 5.1.1 Enhance meaningful employee recognition.						X

Strategic Work Plan 5.1.2 Ensure policies are up-to-date and current through a regular review cycle.						X
Objective 5.2 - Develop and empower employees						
Strategic Work Plan 5.2.1 Promote skills and job knowledge through webinars, conferences and training.		X	X			X
Strategic Work Plan 5.2.2						
Strategic Work Plan 5.2.3						
Objective 5.3 - Support the philosophy of team culture						
Strategic Work Plan 5.3.1 Bargain contracts		X		X		X
Objective 5.4 - Promote healthy dialogue on important issues						
Strategic Work Plan 5.4.1 Improve communications through established methods and monitor outcome through a survey.		X				X
Objective 5.5 - Encourage an active and engaged environment including Board of Directors						
Strategic Work Plan 5.5.1 Provide more Belfair interaction and oversight.						
Strategic Work Plan 5.5.2 Board participation through designated committees.	X	X	X	X		X
Objective 5.6 - Be an employer of choice in Mason County						
Strategic Work Plan 5.6.1 Continue the Employee Engagement Committee for seeking opportunities to improve the work environment.		X				X
Strategic Work Plan 5.6.2 Incorporate strategies for work/life balance in MTA's wellness program and encourage participation.						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.

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: 2020 – 2025 Performance Measurements and Targets

Performance Measure	Target
Technology Amenities	Install CAD/AVL in all revenue vehicles Install tablets on all revenue vehicles Provide apps and icons on the MTA website for customers to schedule
Passenger Amenities	Install lighting in all shelters Construct or improve park and ride lots throughout Mason County to create convenient, safe locations for riders to park that will then increase ridership.
Collisions	Collisions per 100,00 revenue miles less than or equal to 1.
Alternative Fuels	Convert 10% of fleet to 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 current 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 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.

Within Mason County, the Mason County Comprehensive Plan is used to coordinate consistency. MTA submits information to the Plan as required.

Throughout the region, MTA coordinates with other connecting transits as well as efforts to align with the ferry systems, Amtrak and Greyhound.

MTA continued efforts in strategic planning and implementation of goals, objectives and work plans. Annually, we review the work plan to create projects to meet the goals of constant adherence to guidance provided through local, state and federal oversight implementing all service planning and effective/efficient 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 14.04.280 include preservation, safety, mobility, environment, and stewardship.

Planned Capital Expenses

The table below reflects planned capital expenses for 2020-2025.

Table 4 – Planned Capital Expenses

Year Received/Expensed	Type	Preservation/Replacement (quantity)	Expansion/Improvement (quantity)
Rolling Stock			
2020	Light-duty Cutaways	9	
2020	40' Coaches	2	
2020	Mini-cutaway		1
2021	Light-duty Cutaways	6	
2021	35' Coaches	4	
2022	N/A		
2023	N/A		
2024	35' Coaches	2	
2025	N/A		
Equipment			
2020	Copy Machine	1	
2021	Scissor lift for T-CC		1
2021	Generator to power Johns Prairie		1
2022	Generator to power T-CC		1
Facilities and Infrastructure			
2021	North Mason Base		1
2021	Radich building roof repair	1	
2023	Allyn Park & Ride		1
2024	Bus Wash		1
2025	Administration building upgrade or replacement		1

Planned Operating Changes

At the time of preparing MTA's Transit Development Plan, the agency is uncertain in regards to the ability to plan expansion due to the pandemic and the unknown outcome of I-976, both of which have the potential to reduce revenue to the system,

which would result in a reduction of service. The agency is planning for a reduction in 2021 due to I-976 but is taking the approach of looking for ways to improve the system. This approach will include looking for new areas for potential routes, increasing frequency on popular routes, lining up time points with major employers and exploring more efficient ways to deliver service.

Table 5 outlines Mason Transit’s planned operating changes for 2020-2025.

Table 5 – Planned Operating Changes

Year	Type	Reduction	Expansion/Improvement
2020	Implement service changes that include more Zipper hours of service and adjusted DAR hours		X
2020	Add a route to a high use area that is now served by DAR		X
2020	Adjust express routes to better fit needs of riders		X
2021	Adjust route to serve new park & ride facility opening		X
2021	Revise service hours based on impact of I-976	X	
2022	No service changes planned		
2023	Add service previously cut back as funding allows		X
2024	No service changes planned		
2025	Conduct an assessment of current service and adjust as needed		X

Multiyear Financial Plan

Capital Improvement:

- ❖ The Park and Ride Development Project is expected to be completed in the 2021-2023 Biennium.
- ❖ Additional vehicle replacements are expected to be funded at 80% with a 20% match from local funds.

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 Purchases

Capital Expenditure	2020	2021	2022	2023	2024	2025
Cutaways	990,000	660,000				
Coaches	1,020,000	4,080,000			1,020,000	
Mini cutaway	82,000					
Copy Machine	7,000					
Scissor Lift		15,000				
Generators		100,000	100,000			
North Mason Base		1,750,000				
Radich Roof Repair		35,000				
Allyn Park & Ride				1,000,000		
Bus Wash facility					500,000	
Park & Ride Development	3,847,379	1,992,612	1,542,500	771,250		
Administration building upgrade or replacement						2,500,000
Total Capital Expenditures	5,946,379	8,632,612	1,642,500	1,771,250	1,520,000	2,500,000
Capital Revenue	2020	2021	2022	2023	2024	2025
Federal Competitive	1,507,500	3,555,000		800,000	1,216,000	2,000,000
State Grants	3,646,147	2,521,250	1,542,500	771,250		
Local Funds	792,732	1,335,000	100,000	200,000	304,000	500,000
Total Revenue	5,946,379	7,411,250	1,642,500	1,771,250	1,520,000	2,500,000

Operating Financial Assumptions through 2025

- ❖ Local Sales Tax –While the average growth rate of sales tax revenue has been 8% over the past five years, to remain conservative, a 3% growth rate has been used to project out through 2025.
- ❖ Operating Grants – State grant funds are anticipated to be reduce due to impact of I-976. At time of preparing the TDP, MTA has not included state funds in revenue projects beginning July 1, 2021.
- ❖ Fares – Assumed 1% growth beginning in 2022.
- ❖ Expended Reserves – Based on current projections expended reserves are deemed necessary to meet current service levels. Services designated for operating will expend in early 2022.
- ❖ Salaries and Benefits – Based on union contracts through 2021 and non-represented compensation assumptions, then assumed 2.5% growth through 2025.
- ❖ Insurance – Used 5-year trend.
- ❖ T-CC Expenses – 2.5% growth for expenses other than wages and benefits through 2025.

- ❖ Other Goods and Services – Assumed 2.5% growth.

Table 7 – Operating

Operating Revenues	2020 Budget	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected
Sales Tax	4,054,264	3,973,179	4,092,374	4,215,145	4,341,600	4,471,848
Farebox	105,000	105,000	106,050	107,111	108,182	109,263
Worker/Driver - Vanpool	260,000	260,000	262,600	265,226	267,878	270,557
State Operating Grants	1,390,600	695,304				
Federal Operating Grants	1,658,688	1,436,854	1,465,027	1,494,328	1,524,215	1,554,699
Other	291,030	348,597	359,055	369,827	380,921	392,349
Transfers from Reserves	130,406	1,639,011	830,583			
Total Operating Revenues	7,889,988	8,457,945	7,115,689	6,451,636	6,622,795	6,798,716
Annual % Change		7%	-16%	-9%	3%	3%
Operating and Maintenance Expenses	2020	2021	2022	2023	2024	2025
Fixed Route Preservation and Maintenance	4,650,463	5,024,681	3,894,128	3,991,481	4,091,268	4,193,550
Demand Response (DAR) Preservation and Maintenance	1,953,583	2,109,870	1,635,149	1,676,028	1,717,928	1,760,877
Worker/Driver Preservation and Maintenance	1,046,043	1,077,424	1,104,360	1,131,969	1,160,268	1,189,275
Vanpool Preservation and Maintenance	71,240	72,665	74,481	76,343	78,252	80,208
Other	166,639	173,305	177,638	182,079	186,630	191,296
Total Operating Expenses	7,889,988	8,457,945	6,885,756	7,057,900	7,234,347	7,415,206
Profit (Loss)	-	-	229,933	(606,263)	(611,552)	(616,490)

MTA designates reserves for future capital and operating expenditures, emergency funds, grant match obligations and general liabilities. At the end of 2019, the cash reserve balance invested was \$10,000,000, which was an increase of approximately 48% over the balance at the end of 2018. It is anticipated operating reserves currently set aside will be exhausted by the end of 2022 and require additional service reductions. This outcome is the result of the anticipated loss of state funds due to I-976 impacts.

Projects of Regional Significance

Mason Transit Authority has one major project of regional significance. In 2014, MTA was awarded funds to construct new park & ride lots and upgrade existing lots with security enhancements, passenger amenities and increased stalls.

Agency History, Organizational Structure, Accomplishments, Outlook 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:

- Wes Martin, Grapeview School District (Chair)
- Sharon Trask, Mason County Commissioner (Vice Chair)
- Randy Neatherlin, Mason County Commissioner
- Kevin Shutty, Mason County Commissioner
- Kevin Dorcy, City of Shelton Council Member
- John Campbell, North Mason School District
- Deborah Petersen, Hood Canal School District
- Sandy Tarzwell, Shelton School District
- Matt Jewett, Southside School District
- Greg Heidel, Bargaining Unit Representative

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

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 way to assist their employees with transportation, either by using vanpool, fixed-route or Dial-a-Ride.
- Promoting positive public image in the community and build relationships throughout.
- Conducting Community Conversations to give the public opportunity to give input, suggestions and ask questions about MTA.
- 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.

2019 Accomplishments:

The following chart lists major accomplishments by MTA during 2019.

Table 9 – 2019 Accomplishments

2019 Accomplishments toward State Goal Areas	State Goal Areas					
	Economic Vitality	Preservation	Safety	Mobility	Environment	Stewardship
Administration						
Updated server, installed new desktops and other IT upgrades						X
Reorganized records vault and began records management						X
Wage analysis on non-represented employees, maintenance and drivers						X
Restructured finance department for better efficiency						X
Improved on-boarding process for drivers			X			X
Lowered turn-over rate						X
Updated 18 policies; created 6 new policies						X
Created Employee Engagement Committee; re-established Wellness Committee						X
Outreach						
Staff participation on outside committees to promote transit	X					
Participated in local events	X					
Presentations on Transit to community organizations		X		X		
Community Conversations with public	X	X		X		X
Public Meetings for service changes, roundabout project and North Mason Park & Ride	X	X		X		
Outreach to major employers in the region to coordinate work and bus schedules	X			X		
T-CC						
Passenger information Kiosk installed with monitor, charging station, electronic sign for passenger information and one for estimated arrival times		X				X
Parking lot proposal released; soil testing completed	X	X				
Operations						
Reviewed recommendations from the Comprehensive Service Review	X	X	X	X		X
Eliminated non-productive routes	X	X		X		X

Created the Zipper route to provide a shorter, more frequent route	X			X		
Addressed frequency of fixed route as requested in the survey done during the Comprehensive Service Review				X		
Lined up fixed route times in Olympia and Bremerton to better serve large employers				X		
Begin pilot route planning	X			X		
Added another Operations Supervisor to make sure coverage is available during hours of operation			X			
Outlined supervisor training to ensure success of the operations team			X			X
Consistent driver training - lowered rate of accidents per 100k miles			X			
Semi-annual driver evaluations			X			
Upgraded cameras on coaches for safety and to expand storage for footage			X			
Maintenance						
Installed LED lighting in shop		X	X		X	
New roofs on building 1 and 2		X				
Installed new door hoods		X	X			
Created separate work/break areas						X
Installed solar lighting in additional shelters			X			
Purchased coolers for shop		X	X			X
Replaced gate to bus lot for safety			X			
Chip sealed bus parking lot and driveway		X				
L&I Training and tech training			X			X
Bus replacement builds for 9 cutaways, 4 coaches and mini cutaway		X	X			
Major Projects						
Bus Technology - continue progress in installing tablets, CAD/AVL, new scheduling software, passenger counters		X	X	X		
Park & Ride Development - continued with new construction of park & ride lots and retro-fitting, upgrading existing lots	X	X	X	X		X
T-CC Parking Lot - released RFP and continued work with Department of Ecology for the Voluntary Cleanup Program	X	X	X		X	
New bus shelters add in 5 locations			X		X	

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 3 – *Actionable*
Subject: Update to Drug and Alcohol Policy (POL-301)
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Background:

This policy was previously prepared using the USDOT/FTA Policy builder. This update to the policy relates to a new Section 5.0 relating to MTA's obligation to report positive test results and refusals to test for pre-employment and current CDL holders per RCW 46.25.

Since this addition is a requirement by the USDOT and FTA for grant funding, this has not been reviewed by the Policy Committee.

This has been reviewed by Legal Counsel.

Summary: Amend existing Drug and Alcohol Policy (POL-301).

Fiscal Impact:

None.

Staff Recommendation:

Approve

Motion for Consideration:

Move that the Mason Transit Authority Board Resolution No. 2020-14 and the attached Drug and Alcohol Policy (POL-301).



Title:	Drug and Alcohol Policy
Number:	301
Effective:	July 21, 2020
 Cancels:	June 18, 2019
Prepared by:	LeeAnn McNulty Administrative Services Manager
Approved by:	Authority Board Resolution No. 2020-14

I.0 Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager’s office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect Mason Transit Authority’s policy **or Washington State law. Portions of this policy are mandated by state law and are reflected in italics.** Mason Transit Authority’s additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All Mason Transit Authority employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the DAPM/DER, see Attachment B, no later than five days after such conviction.

2.0 Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver’s license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service



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- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3.0 Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4.0 Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.



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Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per Mason Transit Authority policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

5.0 Positive Test Reporting

In accordance with the provisions of RCW 46.25, Mason Transit Authority shall report positive drug test results and refusals to test of current CDL holders for tests conducted under the authority of the FTA regulations 49 CFR Part 655 to the Washington State Department of Licensing (DOL) under the following circumstances:

- 1) An employee is terminated or resigns;*
- 2) An employee has exhausted all grievance processes up to, but not including, arbitration;*
- 3) An employee has not been cleared to return to performing safety sensitive functions.*

Also in accordance with this regulatory requirement, Mason Transit Authority's MRO and BAT shall report all positive pre-employment drug test results or refusals to test for current CDL holders to DOL after consultation with Mason Transit Authority's Drug and Alcohol Program Manager to confirm applicability of the regulation.

Individuals whose positive test results or refusals to test are reported to DOL will be subject to the consequences outlined in the RCW.

6.0 Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.



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If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Mason Transit Authority has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. **Following a reasonable suspicion test, a covered employee will be removed from safety-sensitive duties and placed on paid administrative leave until test results are received.**

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Mason Transit Authority using the best information available at the time of the decision, will be tested.



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Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Mason Transit Authority using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. **Following a post-accident test, a covered employee will be removed from safety-sensitive duties and placed on paid administrative leave until test results are received.**

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.



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A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee’s shift, must be provided at least 30 minutes before the end of the shift.

7.0 Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, Mason Transit Authority will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Mason Transit Authority guarantees that the split specimen test will be conducted in a timely fashion.

Test Refusals

As a covered employee, you have refused to test if you:



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- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Mason Transit Authority.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Mason Transit Authority for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Mason Transit Authority's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8.0 Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may



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voluntarily refer her or himself to the DAPM/DER, see Attachment B, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9.0 Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the DAPM/DER, see Attachment B. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10.0 Contact Person

For questions about Mason Transit Authority's anti-drug and alcohol misuse program, contact the DAPM/DER, see Attachment B.



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Attachment A: Covered Positions

The following list includes safety-sensitive job titles of MTA employees or contractors who meet FTA safety-sensitive criteria:

- Cleaner/Fueler
- CommCenter Supervisor
- Custodian/Detailer
- Customer Service Representative
- Drivers
- Facilities Technician
- Mechanic
- Maintenance Manager
- Maintenance Support Technician
- Operations Manager
- Operations Supervisor
- Operations Safety & Training Supervisor
- Scheduler/Dispatcher
- Service Mechanic
- Worker/Driver



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Attachment B: List of Program Contacts

Drug and Alcohol Program Manager (DAPM) & Designated Employer Representative (DER)

LeeAnn McNulty, Administrative Services Manager
790 E Johns Prairie Road, Shelton, WA 98584
Office: (360) 426-9434 or 1-800-281-9434 ext. 138
Secure Fax: 360) 426-9143
Agency Cell: (360) 545-7969
Email: lmcnulty@masontransit.org

Alternate Designated Employer Representative (DER)

Haley Dorian, Accounting Assistant
790 E Johns Prairie Road, Shelton, WA 98584
Office: (360) 426-9434 or 1-800-281-9434 ext. 123
Fax: (360) 426-9143
Email: hdorian@masontransit.org

Second Alternate Designated Employer Representative (DER)

Christina Haugan, Accounting Assistant
790 E Johns Prairie Road, Shelton, WA 98584
Office: (360) 426-9434 or 1-800-281-9434 ext. 152
Fax: (360) 426-9143
Email: chaugan@masontransit.org

Testing Coordinator

Mason General Hospital Lab
901 Mountain View Drive
Shelton, WA 98584
Phone: (360) 427-9565
Hours: Mon-Fri 8 am to 3 pm
24 hr. Post-Accident/Reasonable Suspicion

AWorkSAFE Service, Inc.
1696 Capital St. NE
Salem, OR 97301
Phone: (503) 391-9363
Hours: 24 hr./day



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Medical Review Officer

Drug Free Business
Dr. Dee McGonigle, MD, MRO
11511 N.E. 195th Street, Suite 102
Bothell, WA 98011
Phone: 866-448-0651
Phone: 425-489-0832

Employee Assistance Program

ComPsych
1-800-570-9315
www.guidanceresources.com

Substance Abuse Professionals

ComPsych

1-800-570-9315
www.guidanceresources.com

Alfreda Haines, NAADAC, SAP

F.H. Counseling & Associates, PLLC
917 Pacific Ave., Suite #214
Tacoma, WA 98402
Phone: (253) 777-4772 Ext. 31

David Pearlman, NCAC II, SAP

20102 Cedar Valley Road
Suite 103 (Main Office)
Lynnwood, WA 98036
(425) 478-0152



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ACKNOWLEDGEMENT OF MASON TRANSIT AUTHORITY DRUG AND ALCOHOL TESTING POLICY

I, _____, hereby acknowledge that I have received a copy of the revised MTA Drug & Alcohol Policy mandated by the U.S. Department of Transportation, Federal Transit Administration, for all covered personnel who perform a safety-sensitive function.

I understand this policy is required by and conforms to 49 CFR PART 655, as amended, and has been duly adopted by the governing body of MTA. Any provisions contained herein which are not required by either 49 CFR Part 655 or 49 CFR Part 40, as amended, and have been imposed solely on the authority of MTA designated as such in the policy.

I also affirm my understanding that compliance with all provisions contained in this policy is a condition of my initial and continued employment. By accepting employment or continuing to be employed by MTA in a safety-sensitive position, I am giving my consent to submit to testing for alcohol and drugs as specified in this policy and the regulations upon which it is based.

I hereby agree to comply with all requirements of MTA policy and USDOT regulations 49 CFR 655 and 49 CFR 40 with regard to implementation and execution of their substance abuse programs.

I further understand that the information contained in the approved policy is subject to change, and that any change or addendum to this policy shall be provided to me in a manner consistent with the provisions of 49 CFR Part 655, as amended.

Please sign and date this certification and return it to the Administrative Services Manager.

Employee Name (Print)

Witness Name (Print)

Employee Signature

Witness Signature

Date

Date

RESOLUTION NO. 2020-14

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
ADOPTING A REVISED DRUG AND ALCOHOL POLICY.**

WHEREAS, the Mason Transit Authority Board approved and adopted Mason Transit Authority's Drug and Alcohol Policy (POL-301) on February 6, 1996; and

WHEREAS, from time to time, revisions are necessary to be consistent and in compliance with drug and alcohol testing as mandated by the Federal Transit Administration (FTA) and the U.S. Department of Transportation (DOT) in 49 CFR Part 40, and Part 655, as amended; and

WHEREAS, this revised policy includes a new Section 5.0 relating to MTA's obligation to report positive test results and refusals to test for pre-employment and current CDL holders per RCW 46.25;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the revised Drug and Alcohol Policy (POL-301), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 21st day of July, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, 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 4 – *Informational*

Subject: WSTIP Risk Profile

Prepared by: Danette Brannin, General Manager

Approved by: Danette Brannin, General Manager

Date: July 21, 2020

Background:

Annually, WSTIP prepares a risk profile for each member that looks at auto losses. During the performance years, we have had three significant occurrences that have raised our loss statistics for Fixed Route (driver hit a guardrail) and Demand Response (two passenger falls). Vanpool has no loss statistics for the period being reported. Administrative/Maintenance had one occurrence with two claims in 2018 (ladder fell hitting two vehicles).

Operations has taken steps to have frequent, quarterly and annual training to reduce potential losses.

Summary: Risk Profile information on MTA's performance for years 2014-2018.



The Art of Shared Vision

2019 Risk Profile

WASHINGTON STATE TRANSIT INSURANCE POOL

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Scan the QR code to order additional printed copies of this Risk Profile.



Mason Transit Authority



About This Report

The following statistical information provides a comparison of your transit agency’s operational performance to other transit agencies of similar size and to the Washington State Transit Insurance Pool (WSTIP) as a group. The comparison will be of the fixed route, paratransit / demand response, vanpool modes and administrative & maintenance utilization for the years 2014 - 2018 with financial information presented as of 12/31/2019.

The loss data used in this report represents auto liability claims information only. No credit was given for deductibles or other recoveries. A claim is counted as a claim when an actual claim for damages was filed regardless if any money was paid (denied claims are counted as claims). Claim counts were not capped per event. The financial loss data used is capped, utilizing individual caps based on each agency’s size. This is the same financial loss cap utilized for determining member rates.

Your losses are capped at \$50,000 as are the losses of all agencies in your group. Your group includes: Clallam, Everett, Grant, Grays Harbor, Island, Link, Mason, Skagit, Whatcom and Yakima.

About the Graphs

For completeness, graphs have been prepared to include all agencies in your group. If an agency doesn't have the mode being graphed the agency name will be listed but with no values shown.

Loss Rate

is a financial figure determined by taking the financial loss data (paid losses plus reserves) for a mode, multiplied by 1,000 miles and divided by the actual miles traveled by that mode. The result is a dollar amount of incurred losses per 1,000 miles traveled.

Loss Rate Formula			
Losses Capped	x	1,000 Miles	= Loss Rate
Miles Traveled			

Loss Frequency

is the number of claims experienced for a mode, divided by the actual miles traveled by that mode and multiplied by 100,000 miles. The result is the number of claims incurred per 100,000 miles traveled.

Loss Frequency Formula			
Claims			
Miles Traveled			
x	100,000 Miles	=	Loss Frequency

Loss Severity

is a financial figure determined by taking the financial loss data (paid losses plus reserves) for a mode, divided by the number of claims experienced for that mode. The result is a dollar amount reflecting the average financial loss of a claim for that mode.

Loss Severity Formula			
Losses Capped			
Number of claims			= Loss Severity

For the years 2014 - 2018

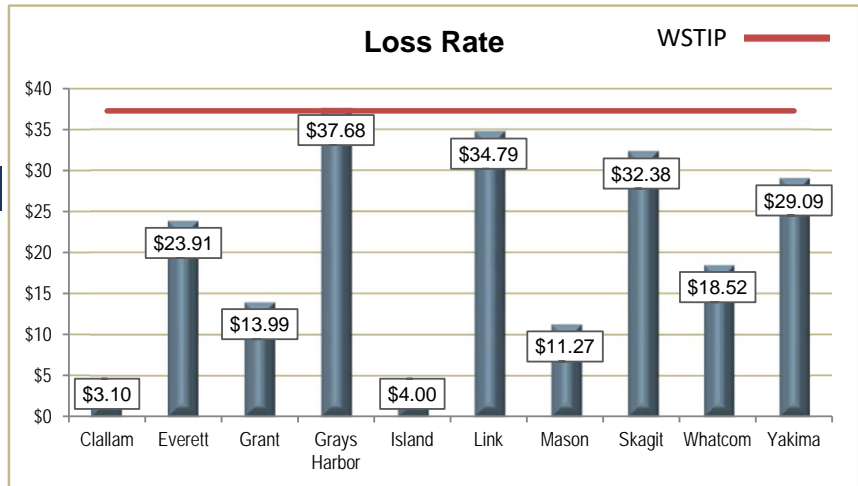
Mason had capped losses of \$40,613, traveled 3,602,350 miles, equating to an average loss rate of \$11.27 per 1,000 miles traveled.

Loss Rate Formula	
$\frac{40,613}{3,602,350} \times 1,000$	= \$ 11.27

The WSTIP combined average loss rate was \$37.29.

Mason's loss rate is 70% less than the WSTIP average.

Fixed Route

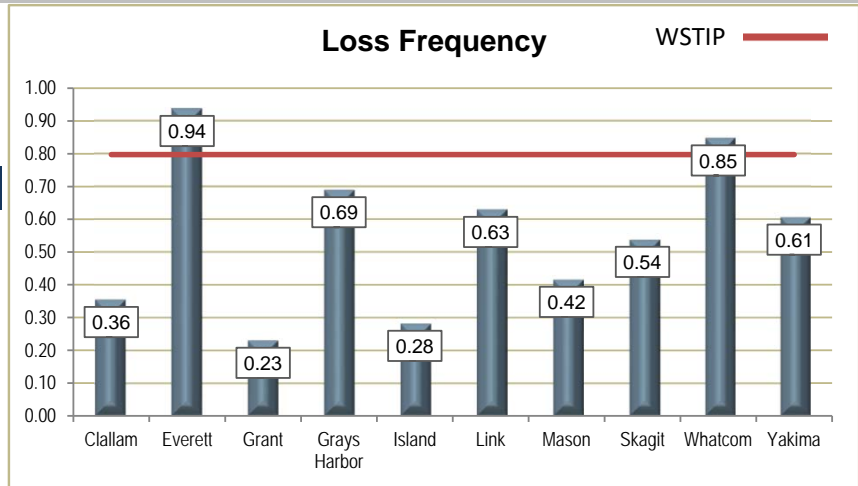


Mason had 15 claims, traveled 3,602,350 miles, equating to an average loss frequency of 0.42 claims incurred per 100,000 miles traveled.

Loss Frequency Formula	
$\frac{15}{3,602,350} \times 100,000$	= 0.42

The WSTIP combined average loss frequency was 0.80.

Mason's loss frequency is 48% less than the WSTIP average.

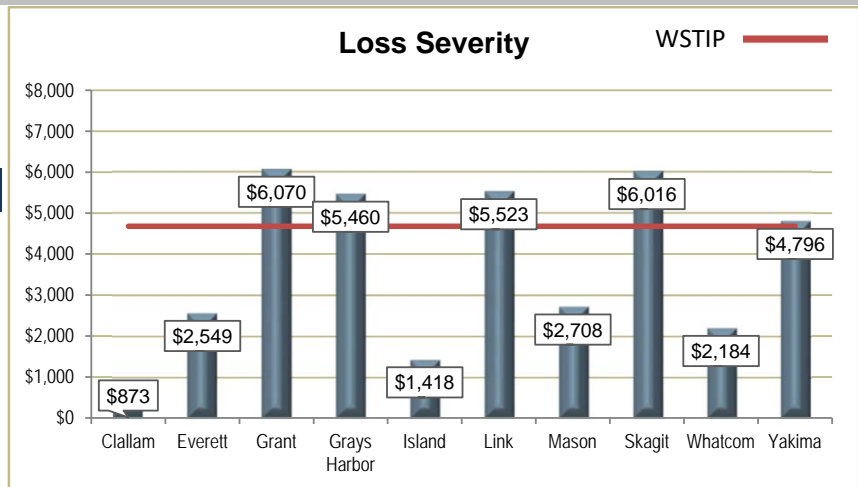


Mason had capped losses of \$40,613 and had 15 claims, equating to an average loss severity of \$2,708 per claim made.

Loss Severity Formula	
$\frac{40,613}{15}$	= \$ 2,708

The WSTIP combined average loss severity was \$4,678.

Mason's loss severity is 42% less than the WSTIP average.



For the years 2014 - 2018

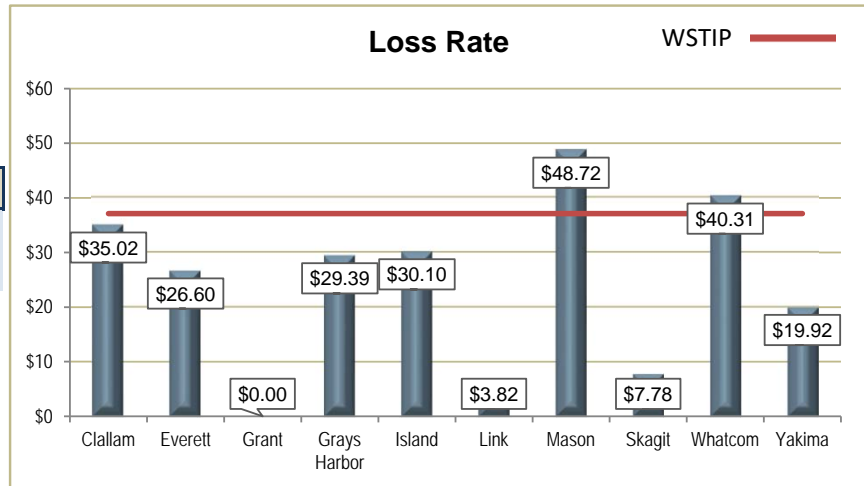
Mason had capped losses of \$84,006, traveled 1,724,385 miles, equating to an average loss rate of \$48.72 per 1,000 miles traveled.

Loss Rate Formula	
$\frac{84,006 \times 1,000}{1,724,385}$	= \$ 48.72

The WSTIP combined average loss rate was \$37.11.

Mason's loss rate is 31% more than the WSTIP average.

Paratransit / Demand Response

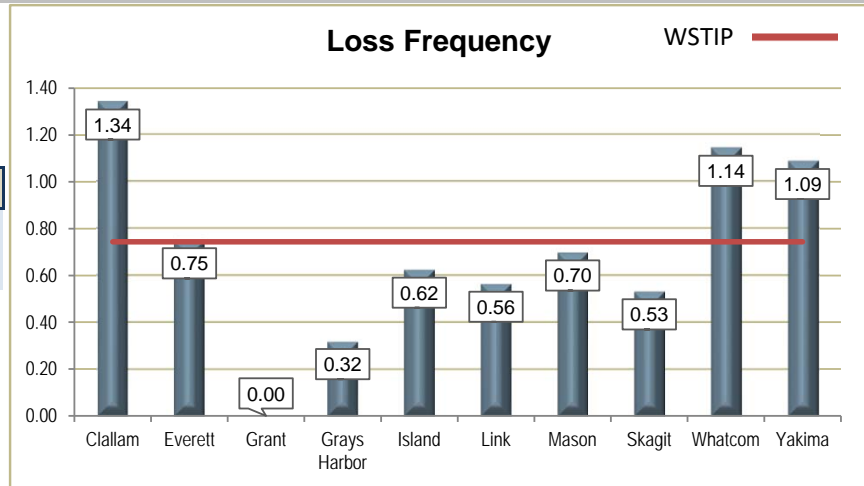


Mason had 12 claims, traveled 1,724,385 miles, equating to an average loss frequency of 0.70 claims incurred per 100,000 miles traveled.

Loss Frequency Formula	
$\frac{12}{1,724,385} \times 100,000$	= 0.70

The WSTIP combined average loss frequency was 0.74.

Mason's loss frequency is 6% less than the WSTIP average.

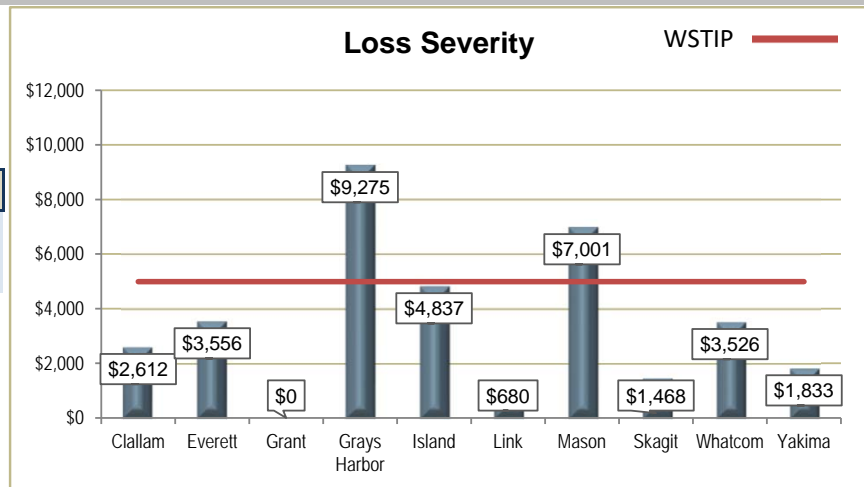


Mason had capped losses of \$84,006 and had 12 claims, equating to an average loss severity of \$7,001 per claim made.

Loss Severity Formula	
$\frac{84,006}{12}$	= \$ 7,001

The WSTIP combined average loss severity was \$4,992.

Mason's loss severity is 40% more than the WSTIP average.



For the years 2014 - 2018

Mason had capped losses of \$0, traveled 1,159,337 miles, equating to an average loss rate of \$0.00 per 1,000 miles traveled.

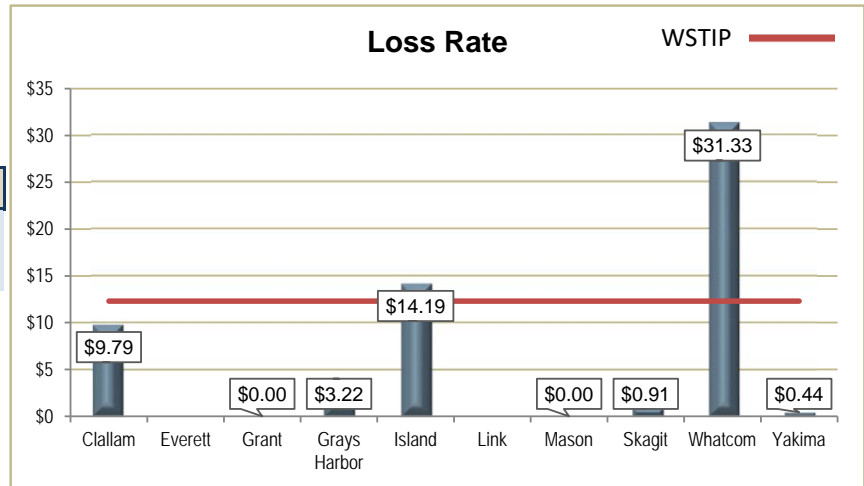
Loss Rate Formula	
0	x 1,000

1,159,337	= \$ -

The WSTIP combined average loss rate was \$12.30.

Mason's loss rate is 100% less than the WSTIP average.

Vanpool



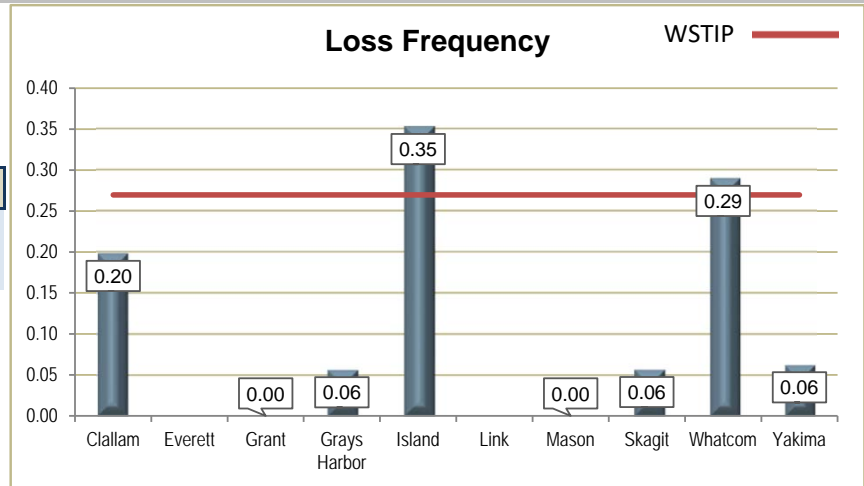
Mason had 0 claims, traveled 1,159,337 miles, equating to an average loss frequency of 0.00 claims incurred per 100,000 miles traveled.

Loss Frequency Formula	
0	x 100,000

1,159,337	= -

The WSTIP combined average loss frequency was 0.27.

Mason's loss frequency is 100% less than the WSTIP average.

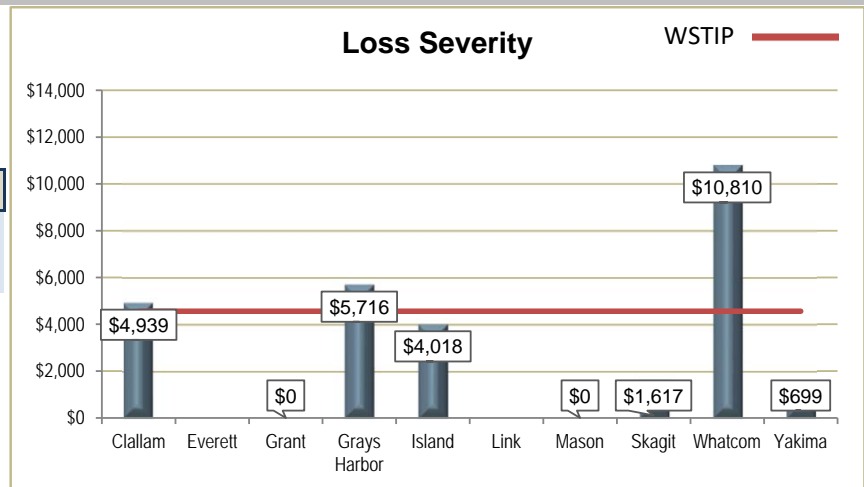


Mason had capped losses of \$0 and had 0 claims, equating to an average loss severity of \$0 per claim made.

Loss Severity Formula	
0	= \$ -
0	

The WSTIP combined average loss severity was \$4,561.

Mason's loss severity is 100% less than the WSTIP average.



For the years 2014 - 2018

Administrative / Maintenance

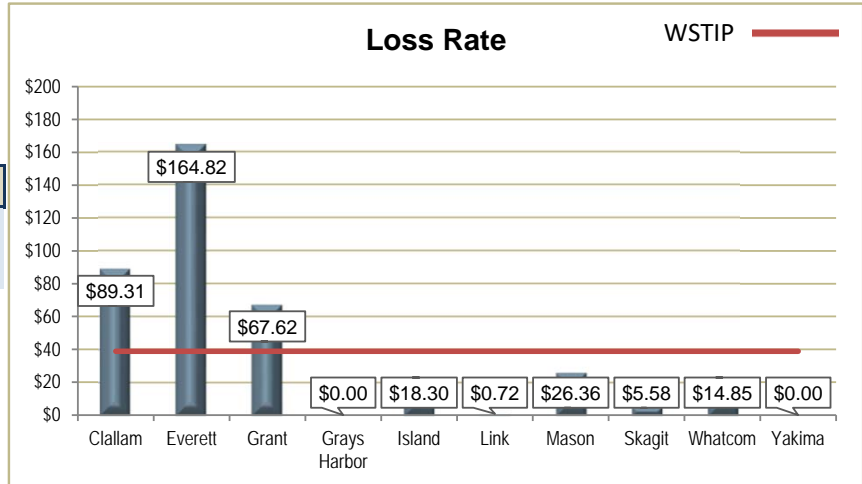
Mason had capped losses of \$3,359, traveled 127,440 miles, equating to an average loss rate of \$26.36 per 1,000 miles traveled.

Loss Rate Formula	
3,359	x 1,000

127,440	= \$ 26.36

The WSTIP combined average loss rate was \$38.83.

Mason's loss rate is 32% less than the WSTIP average.



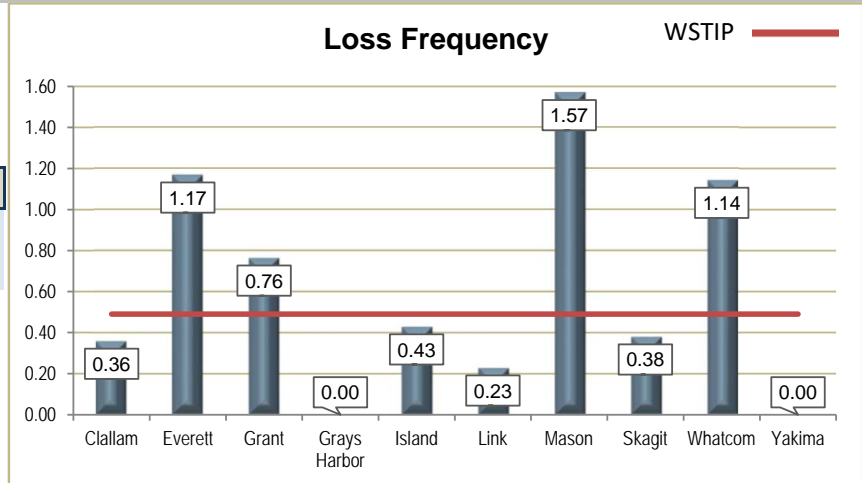
Mason had 2 claims, traveled 127,440 miles, equating to an average loss frequency of 1.57 claims incurred per 100,000 miles traveled.

Loss Frequency Formula	
2	x 100,000

127,440	= 1.57

The WSTIP combined average loss frequency was 0.49.

Mason's loss frequency is 220% more than the WSTIP average.

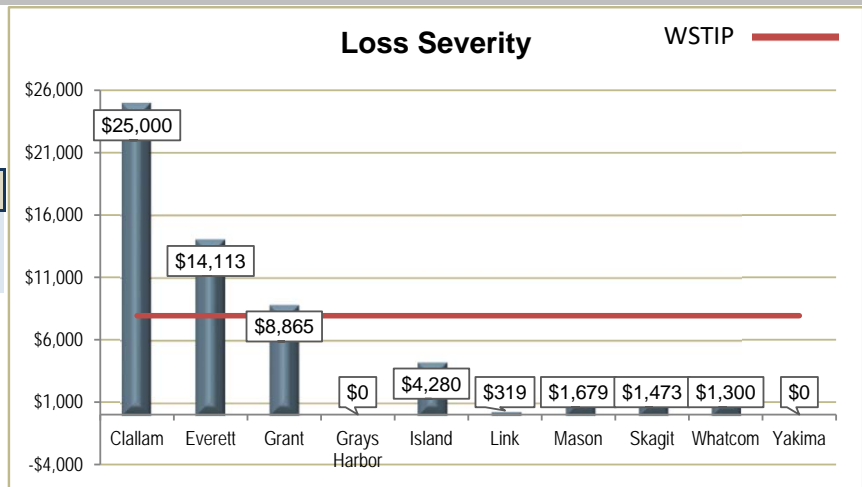


Mason had capped losses of \$3,359 and had 2 claims, equating to an average loss severity of \$1,679 per claim made.

Loss Severity Formula	
3,359	-----
2	= \$ 1,679

The WSTIP combined average loss severity was \$7,927.

Mason's loss severity is 79% less than the WSTIP average.



Exposure to Loss Table: Auto Liability Uncapped (paid loss + reserves)

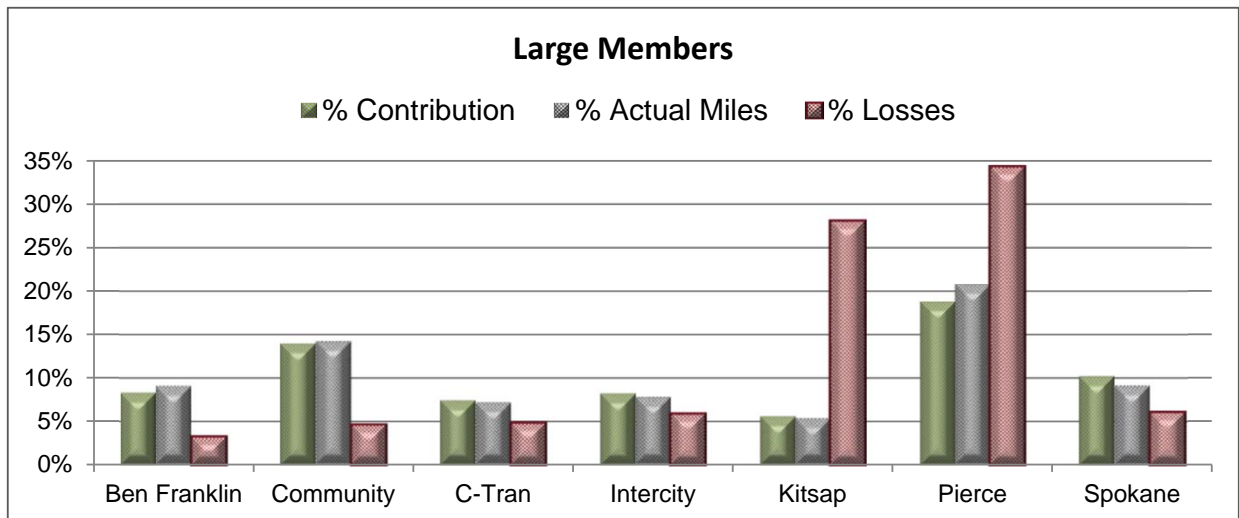
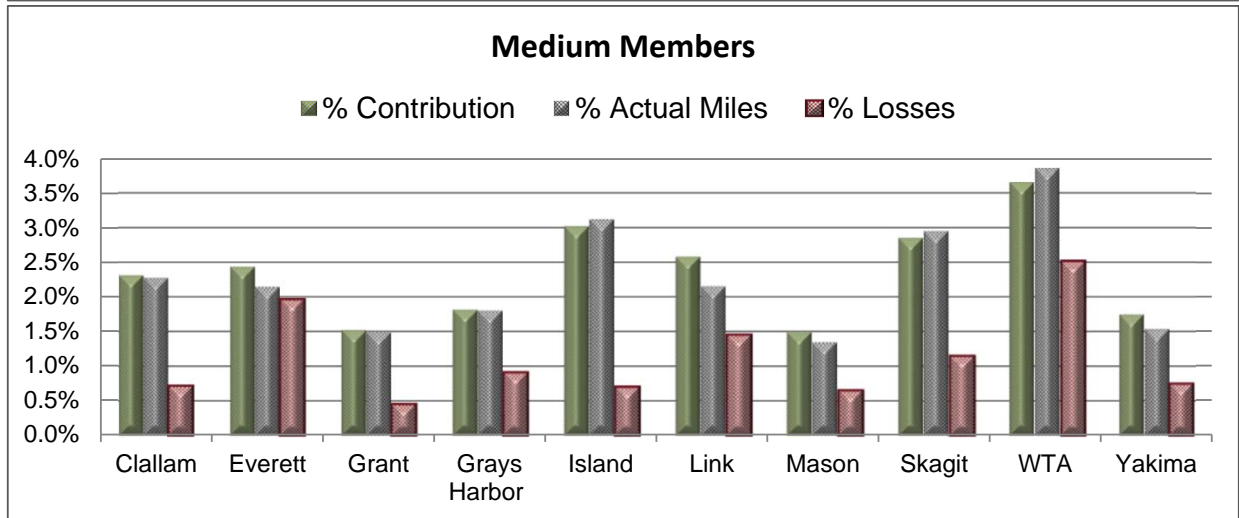
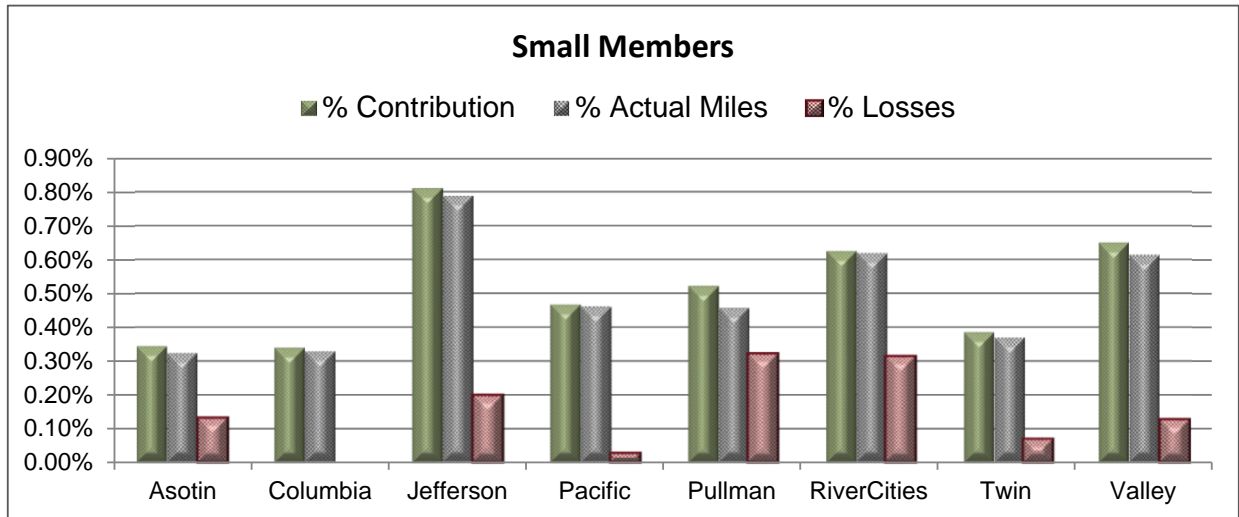
This table shows contributions for auto liability, miles traveled and auto liability losses for the years 2014 - 2018.

Column H compares a members % of loss to their % of miles to WSTIP as a whole (or 100% of the Pool).

A **favorable loss trend** is less than 100% of the Pool and indicates the member's performance is better than of the WSTIP average (and therefore helping the Pool). An **unfavorable loss trend** is more than 100% of the Pool and indicates the member's performance is worse than WSTIP average.

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	
Members	Member Contribution	% of Total	Miles Traveled	% of Total	Auto Liab Losses (Uncapped)	% of Total	[E] / [C] Losses per Mile	% of Total	[F] / [D] (Loss% / Miles%)
Small									
Asotin	\$ 163,998	0.35%	1,593,077	0.32%	\$ 36,561	0.13%	\$ 0.023	2.40%	41.10%
Columbia	161,696	0.34%	1,617,992	0.33%	-	0.00%	-	0.00%	0.00%
Jefferson	385,321	0.81%	3,878,632	0.79%	54,995	0.20%	0.014	1.49%	25.39%
Pacific	222,271	0.47%	2,268,381	0.46%	7,850	0.03%	0.003	0.36%	6.20%
Pullman	248,472	0.52%	2,249,147	0.46%	88,742	0.32%	0.039	4.13%	70.66%
RiverCities	297,251	0.63%	3,043,685	0.62%	86,509	0.32%	0.028	2.98%	50.90%
Twin	183,525	0.39%	1,818,341	0.37%	19,329	0.07%	0.011	1.11%	19.04%
Valley	309,108	0.65%	3,016,670	0.61%	35,280	0.13%	0.012	1.23%	20.95%
Medium									
Clallam	1,097,216	2.31%	11,175,449	2.27%	197,598	0.72%	0.018	1.85%	31.67%
Everett	1,156,575	2.44%	10,539,916	2.14%	540,582	1.97%	0.051	5.37%	91.86%
Grant	720,143	1.52%	7,327,223	1.49%	125,564	0.46%	0.017	1.80%	30.69%
Grays Harbor	861,930	1.81%	8,854,319	1.80%	252,018	0.92%	0.028	2.98%	50.98%
Island	1,434,089	3.02%	15,340,347	3.12%	193,782	0.71%	0.013	1.32%	22.62%
Link	1,224,410	2.58%	10,575,811	2.15%	401,476	1.46%	0.038	3.98%	67.99%
Mason	707,537	1.49%	6,613,512	1.35%	180,261	0.66%	0.027	2.86%	48.82%
Skagit	1,353,251	2.85%	14,489,146	2.95%	316,987	1.15%	0.022	2.29%	39.18%
WTA	1,736,271	3.66%	18,979,285	3.86%	691,080	2.52%	0.036	3.82%	65.21%
Yakima	828,733	1.75%	7,537,339	1.53%	206,548	0.75%	0.027	2.87%	49.08%
Large									
Ben Franklin	3,933,827	8.28%	44,404,542	9.03%	909,453	3.31%	0.020	2.15%	36.68%
Community	6,625,062	13.95%	69,839,542	14.21%	1,287,606	4.69%	0.018	1.93%	33.02%
C-Tran	3,522,102	7.42%	35,123,793	7.15%	1,349,915	4.92%	0.038	4.03%	68.83%
Intercity	3,898,026	8.21%	38,230,355	7.78%	1,636,191	5.96%	0.043	4.48%	76.65%
Kitsap	2,660,644	5.60%	26,130,006	5.32%	7,717,588	28.12%	0.295	30.95%	528.97%
Pierce	8,924,067	18.79%	102,261,966	20.80%	9,429,766	34.36%	0.092	9.66%	165.15%
Spokane	4,834,834	10.18%	44,664,861	9.09%	1,681,751	6.13%	0.038	3.95%	67.43%
WSTIP	\$ 47,490,359	100.0%	491,573,337	100.0%	\$ 27,447,432	100.0%	\$ 0.056	100.0%	

Exposure to Loss Graphs: For the years 2014 - 2018.



We Believe in Investing in Our Members

Grant Funding

The purpose of these grants is to provide funding for projects or programs intended to avoid, prevent, or reduce the likelihood of losses to WSTIP members.

Risk Management Grant

WSTIP members may receive up to \$2,500 per year. The grant is generally used for loss prevention, loss reduction, safety, or training programs/products.

Network Security Grant

WSTIP members may receive up to \$2,000 per year. The grant can be used for loss prevention, loss reduction, cyber security, or training programs/products.

Technology Grant

WSTIP members may receive up to 25% of any one project. Officially the Technology Risk Reduction Initiative

Grant Program, the Program exists to encourage WSTIP members to pilot emerging and or “new to the agency” technology specifically for loss prevention purposes. This grant program also strives to promote knowledge transfer among WSTIP’s membership regarding risk reduction technologies. This is a competitive grant program. Funding is subject to WSTIP budgeted amounts and is funded on a first come, first approved basis.

Put Ideas Into Action

Applications for Grant funding should be coordinated through your WSTIP Board Member Representative. Submit your application anytime before December 15. Questions regarding the grant program or your application are welcomed.

Contact Matthew Branson, Member Services Manager, matthew@wstip.org

**We Are
in This
Together**



2019 Executive Committee

Have questions about this report or how WSTIP can help you manage risk?

CONTACT US



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Member Services Manager
matthew@wstip.org



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Transit Risk Consultant
chris@wstip.org



Laura Juell
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Cedric Adams
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Joel Lambert
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We Believe in Training

We Believe in Managing Risk



WASHINGTON STATE TRANSIT INSURANCE POOL

PO Box 11219 Olympia, WA 98508

(360) 786-1620 | www.wstip.org

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5 – *Actionable*
Subject: Surplus Vehicles
Prepared by: Marshall Krier, Facilities and Maintenance Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Background:

Mason Transit has nine cutaways that have exceeded their useful life and are ready for surplus:

Vehicle Number	Year, Model & Description	Current Miles
438	2012 Chevrolet Champion Challenger	294,802
439	2012 Chevrolet Champion Challenger	272,243
440	2012 Chevrolet Champion Challenger	289,750
441	2012 Chevrolet Champion Challenger	278,886
442	2012 Chevrolet Champion Challenger	245,932
443	2012 Chevrolet Champion Challenger	246,984
444	2012 Chevrolet Champion Challenger	245,857
445	2012 Chevrolet Champion Challenger	244,927
446	2012 Chevrolet Champion Challenger	250,769

All of these vehicles were replaced by recently acquired cutaways numbered 470-474 and 480-483.

Summary: Surplus nine cutaway vehicles.

Fiscal Impact:

TBD.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board adopt Resolution No. 2020-15 declaring and approving the surplus and disposal of vehicles as set forth therein.

RESOLUTION NO. 2020-15

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AUTHORIZING THE DISPOSAL OF SURPLUS VEHICLES.**

WHEREAS, the Mason Transit Authority Board, by Resolution No. 2000-04, as amended, has adopted established policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA; and

WHEREAS, such policies ensure that the public shall receive the greatest possible value for such items;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the following vehicles be declared as surplus and to be disposed of pursuant to MTA's Surplus Disposal Policy (POL-408):

Vehicle Number	Year, Model & Description	Current Miles
438	2012 Chevrolet Champion Challenger	294,802
439	2012 Chevrolet Champion Challenger	272,243
440	2012 Chevrolet Champion Challenger	289,750
441	2012 Chevrolet Champion Challenger	278,886
442	2012 Chevrolet Champion Challenger	245,932
443	2012 Chevrolet Champion Challenger	246,984
444	2012 Chevrolet Champion Challenger	245,857
445	2012 Chevrolet Champion Challenger	244,927
446	2012 Chevrolet Champion Challenger	250,769

Adopted this 21st day of July, 2020.

Wes Martin, Chair

Sharon Trask, Vice-Chair

John Campbell, Authority Member

Kevin Dorcy, Authority Member

Matt Jewett, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Kevin Shutty, Authority Member

Sandy Tarzwell, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, 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 6 – *Actionable*
Subject: Change Order 1 – T-CC Parking Lot
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Background:

The following describes the need for Change Order 1 in connection with the contract between the City of Shelton and MTA dated February 25, 2016.

The outcome of the soil testing conducted to complete the requirements to receive a No Further Action letter from the Department of Ecology's Volunteer Cleanup Program resulted in finding contaminated soil that necessitated the handling, hauling and disposal of the soils to a facility that accepts contaminated soil. Because of the level of contamination in some of the soil, it had to be split between two facilities, one in Tacoma and one in Bremerton that takes higher level of soil contamination. The additional cost to the contract relates to the transporting of the contaminated soil, as well as three (3) additional working days.

The original bid accounted for hauling soil off site to a location in Shelton. Initially the cost was estimated to be \$33,810. The cost increased to \$114,054, resulting in a request for approval of Change Order 1 in the amount of \$80,244.

Summary: Approval of Change Order No. 1 and resulting increase in costs of \$80,244.

Fiscal Impact:

Not to Exceed \$80,244

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Change Order No. 1 expenditure increase of \$80,244 relating to the February 25, 2016 contract between the City of Shelton and MTA.



CHANGE ORDER

Project Engineer: Dominic Miller, P.E.	Phone Number: 360-292-7481
Contract Title: City of Shelton - MTA Parking Lot Retrofits	Change Order Number: 1
Prime Contractor: R.W. Scott Construction Company; (253) 351-0001 4005 West Valley Hwy STE A; Auburn, WA 98001	Change Order Date: June 30, 2020
Change Description: Handling and Hauling of Contaminated Soils	

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specification or the RFP
 Change proposed by Contractor

Change Description: Based on soil sampling results, disposal of the on-site contaminated soils is split between the Dickson Co. - Waller Road facility in Tacoma and the Waste Mgmt Inc. facility in Bremerton.

Item	Description	Unit	Contract Bid Items			Revised Bid Items		
			Quant.	Unit Price	Total Amt	Quant.	Unit Price	Total Amt
A-5	Excavation & Disposal of Site Soils	CY	980.0	\$ 24.50	\$ 24,010	220.0	\$ 24.50	\$ 5,390
A-20	Excavation & Disposal of Site Soils at Dickson	CY	-	\$ -	\$ -	638.2	\$ 125.00	\$ 79,775
A-21	Excavation & Disposal of Site Soils at Waste Mgmt.	CY	-	\$ -	\$ -	140.0	\$ 195.00	\$ 27,300
B-11	Excavated Soil Stockpiling	CY	980.0	\$ 10.00	\$ 9,800	158.9	\$ 10.00	\$ 1,589
					\$ 33,810	\$ 114,054		

Items A-20 and A-21 are new bid items created with this change order. The increase in contract cost related to contaminated soils is \$80,244 (\$114,054 less \$33,810). Revised bid items are subject to documentation of actual quantities. Contract time is increased by 3 working days as part of this change order.

MTA shall be responsible for all change order costs per Part 1 of Intergovernmental Agreement between the City of Shelton and the Mason Transit Authority, dated February, 2016.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

All works, materials and measurements to be in accordance with the provisions of the Contract for the type of construction involved unless stated otherwise in this document.

Original Contract Amount	Current Contract Amount	Est. Net Change this C.O.	Est. Revised Contract Amount
\$283,677.50	\$283,677.50	\$80,244.00	\$363,921.50

Prime Contractor Signature <u></u>	Date: <u>7/6/20</u>
Project Engineer Recommendation <u></u>	Date: <u>7/6/20</u>
Mason Transit Authority Approval <u></u>	Date: <u>7/6/2020</u>
City of Shelton Approval _____	Date: _____

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 7 – *Informational*
Subject: Change Order 7 and 8 – Roundabout Project
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Background:

The following describes Change Order 7 pertaining to the Log Yard Road/SR 3 Roundabout: Provide short block walls at several illumination pole vault locations due to unforeseen slope constraints.

This Change Order is a result of differences between the actual existing topography and interpolated survey information. The grades were not able to be flattened out due to the right of way constraints and continuation of the steep grade.

The following describes Change Order 8 pertaining to the Log Yard Road/SR 3 Roundabout: WSDOT required additional modification to the traffic control beyond what was approved in the plans. Active tracked these costs throughout the life of the project and provided a final additional traffic control cost. Also, due to WSDOT changes and project modifications after bid, additional survey staking was required throughout the project.

This Change Order is a result of these additional costs throughout the life of the project.

Summary: Information provided regarding Change Order 7 and 8.

Fiscal Impact:

Change Order 7 - Not to Exceed \$5,000
Change Order 8 – Not to Exceed \$7,571.22

Belfair Park and Ride Development – Log Yard Road Roundabout

Mason Transit Authority

Construction Change Directive: 007

May 21, 2020

Contract Modification:

The Contractor is hereby directed to make the following change(s) to the Work:

- 1. Provide short block walls at several illumination pole vault locations due to unforeseen slope constraints.

Attachments:

- 1. ACI T&M breakdown of additional costs.

PROPOSED CONTRACT ADJUSTMENTS:

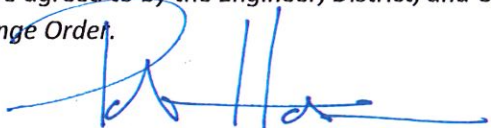
The contract sum will be adjusted on the following basis:


- Lump Sum:
- As follows: Time and materials not to exceed \$5,000

The contract time will:

- Remain unchanged:
- (Increase) (Decrease) by _____ days

When issued by the Engineer and approved by the District, this document shall serve as authorization to proceed with the Work as described above. When the actual adjustments to the Contract Sum and/or Contract Time are agreed to by the Engineer, District, and Contractor, this Work shall be added to the Contract by Change Order.

Issued By:  Date: 5/21/2020

Approved By:  Date: 5/21/2020
Mason Transit Authority

Signature below indicates the Contractor’s acknowledgement of the direction to proceed with the Work immediately. Signature also indicates the Contractor agrees with the proposed method of adjustment in the Contract Sum and Contract Time.

Accepted By: _____ Date: _____
Active Construction Inc.

**CHANGE ORDER
007**

OWNER Mason Transit Authority
 ENGINEER SCJ Alliance
 CONTRACTOR Active Construction Inc.
 FIELD
 OTHER

PROJECT: CHANGE ORDER NO.: 007
 Log Yard Road Roundabout
 MTA Belfair Park and Ride DATE: May 21, 2020
 ENGINEER'S PROJECT NO.: 738.05

TO CONTRACTOR:
 Active Construction Inc.
 PO Box 430
 Puyallup, WA 98371

The Contract is changed as follows:

See attached detailed listing for CCD 007 NTE \$5,000.00

Total Change Order # 007 \$5,000.00

This change order provides for all compensation arising directly or indirectly for this work including money, time and impact compensation

Not valid until signed by the Owner, Engineer, and Contractor.

Net change by previously authorized Change Orders \$0.00
 The (Contract Sum) (~~Guaranteed maximum Price~~) prior to this Change Order was \$2,632,725.14
 The (~~Contract Sum~~) (Guaranteed Maximum Price) will be (increased) (decreased) \$5,000.00
 (unchanged) by this Change Order in the amount of
 The new (~~Contract Sum~~) (Guaranteed Maximum Price) including this Change Order will be \$2,637,725.14


The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero calendar (-0-) days.
 The date of Substantial Completion as of the date of this Change Order therefore is: TBD

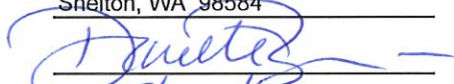
NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

ENGINEER
 SCJ Alliance
 8730 Tallon Lane NE, Suite 200
 Lacey, WA 98516

CONTRACTOR
 Active Construction Inc.
 PO Box 430
 Puyallup, WA 98371

OWNER
 Mason Transit Authority
 790 East Johns Prairie Road
 Shelton, WA 98584

BY: 
 DATE: 5/21/2020


 5/21/2020

A.C.I. PROJECT	LOG YARD ROAD & SR-3 ROUNADABOUT	A.C.I. PHASE CODE
19-035		
DESCRIPTION OF WORK		
As requested by SCJ, below is a ROM to install basalite block walls around luminaire poles and J boxes located at the toe of the slope inside the planter areas. Roughly a 15'L x 3' T and 2, 10'L x 2' walls are needed in this area. If approved the time will be tracked as T&M in the field and submitted for payment.		
LABOR CLASS / RATES		
MANPOWER	HOURS	@
WORKING FOREMAN 1.5	8.0	@
OPERATOR @ 1.0	8.0	@
LABORER @ 1.0	8.0	@
SUBTOTAL LABOR		\$1,936.16
EQUIPMENT DESCRIPTION / RATES		
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS
	ON-HWY LIGHT DUTY TRK	8.0
444	135D EXCAVATOR	8.0
294	BACKHOE	4.0
SUBTOTAL EQUIPMENT		\$1,016.00
MATERIAL COSTS		
DESCRIPTION	UNIT	@
Blocks	90.00	SF
SUBTOTAL MATERIALS		\$855.00
SERVICE COSTS		
DESCRIPTION	UNIT	@
SUB CONTRACTOR		
DESCRIPTION	UNIT	@
MARK-UP ON LABOR		29%
SUBTOTAL LABOR		\$2,497.65
MARK-UP ON EQUIPMENT		21%
SUBTOTAL EQUIPMENT		\$1,229.36
MARK-UP ON MATERIALS		21%
SUBTOTAL MATERIALS		\$1,034.55
GRAND TOTAL		\$4,761.56

Belfair Park and Ride Development – Log Yard Road Roundabout

Mason Transit Authority

Construction Change Directive: 008

July 14, 2020

Contract Modification:

The Contractor is hereby directed to make the following change(s) to the Work:

1. Provide additional work for traffic control due to direction from WSDOT beyond the approved Traffic Control plans.
2. Provide additional survey staking work for additional work from Change Order 4 (additional stormwater structures) and minor revisions to staking from RFIs.

Attachments:

1. ACI T&M breakdown of additional costs.

PROPOSED CONTRACT ADJUSTMENTS:

The contract sum will be adjusted on the following basis:

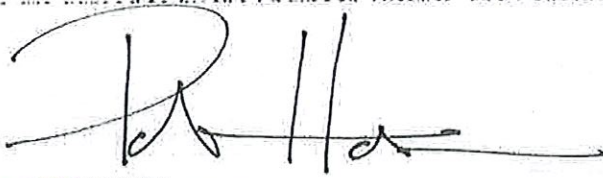
- Lump Sum:
- As follows: Time and materials not to exceed \$7571.22

The contract time will:

- Remain unchanged:
- (Increase) (Decrease) by _____ days

When issued by the Engineer and approved by the District, this document shall serve as authorization to proceed with the Work as described above. When the actual adjustments to the Contract Sum and/or Contract Time are proposed to the Engineer, District, and Construction, this Work shall be added to the Contract

Issued By:



7/14/2020

Approved By:


Mason Transit Authority

Date:

7/17/2020

Signature below indicates the Contractor's acknowledgement of the direction to proceed with the Work immediately. Signature also indicates the Contractor agrees with the proposed method of adjustment in the Contract Sum and Contract Time.

Accepted By:



Date:

7-16-2020

Active Construction Inc.

**CHANGE ORDER
008**

OWNER Mason Transit Authority
 ENGINEER SCJ Alliance
 CONTRACTOR Active Construction Inc.
 FIELD
 OTHER

PROJECT: CHANGE ORDER NO.: 008
 Log Yard Road Roundabout
 MTA Belfair Park and Ride DATE: July 14, 2020
 ENGINEER'S PROJECT NO.: 738.05

TO CONTRACTOR:
 Active Construction Inc.
 PO Box 430
 Puyallup, WA 98371

The Contract is changed as follows:

See attached detailed listing for CCD 008 NTE \$7,571.22

Total Change Order # 008 \$7,571.22

This change order provides for all compensation arising directly or indirectly for this work including money, time and impact compensation

Not valid until signed by the Owner, Engineer, and Contractor.

This number is \$5.53 more due to match what was actually billed last pay app. Originally the total billed on CCD 01 was based on a preliminary pay application from February.

Net change by previously authorized Change Orders \$0.00
 The (Contract Sum) (~~Guaranteed maximum Price~~) prior to this Change Order was \$2,637,730.67
 The (~~Contract Sum~~) (Guaranteed Maximum Price) will be (increased) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$7,571.22
 The new (~~Contract Sum~~) (Guaranteed Maximum Price) including this Change Order will be \$2,645,301.89

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero calendar (-0-) days.
 The date of Substantial Completion as of the date of this Change Order therefore is: TBD

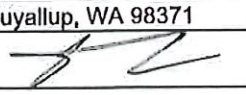
NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

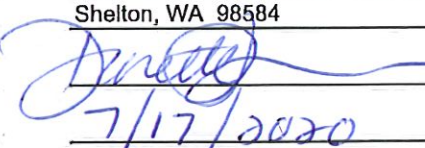
ENGINEER
 SCJ Alliance
 8730 Tallon Lane NE, Suite 200

CONTRACTOR
 Active Construction Inc.
 PO Box 430
 Puyallup, WA 98371

OWNER
 Mason Transit Authority
 790 East Johns Prairie Road
 Shelton, WA 98584






 7/17/2020

DATE 7/14/2020

7-16-2020



**ACTIVE
CONSTRUCTION
INC.**

AWA

A.C.I. PROJECT	LOG YARD ROAD & SR-3 ROUNADABOUT				A.C.I. PHASE CODE
19-035					
DESCRIPTION OF WORK					
As requested by WSDOT's and SCJ all traffic control signs are to be bagged/covered while none traffic control work is taking place. As agreed upon with SCJ, ACI would be compensated for 1 hour per day for a crew member to remove bags and re-bag signs everyday traffic control was implemented. Below is time tracked for the month of Decemebr- March to bag and re-bag the signs. 27days total were tracked with the exception of 2 crew members spending 3 hours on 12/02/19 adjusting signs per WSDOT direction.					
LABOR CLASS / RATES					
MANPOWER	HOURS	@	RATE	TOTAL	
OPERATOR @ 1.0	33.0	@	\$75.13	\$2,479.29	
			SUBTOTAL LABOR	\$2,479.29	
EQUIPMENT DESCRIPTION / RATES					
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS	@	RATE	TOTAL
	ON-HWY LIGHT DUTY TRK	27.0	@	\$32.00	\$864.00
			SUBTOTAL EQUIPMENT	\$864.00	
MATERIAL COSTS					
DESCRIPTION	UNIT	@	RATE	TOTAL	
SERVICE COSTS					
DESCRIPTION	UNIT	@	RATE	TOTAL	
SUB CONTRACTOR					
DESCRIPTION	UNIT	@	RATE	TOTAL	
			MARK-UP ON LABOR	29%	\$718.99
			SUBTOTAL LABOR	\$3,198.28	
			MARK-UP ON EQUIPMENT	21%	\$181.44
			SUBTOTAL EQUIPMENT	\$1,045.44	
GRAND TOTAL					\$4,243.72

Storm Revisions, updated plans per WSDOT: re stake new storm layout - \$2,000.00
RFI 006: curb grades calc for potential curb issues- \$250
RFI 012: calcs for C-Line roadway width - \$90
RFI 013: calcs and staking for HC ramp issues- \$315
RFI 014: calcs and staking curb slope grades- \$422.50
RFI 017: C-line water cover calcs- \$250

Total: \$3,327.50

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8 – *Actionable*
Subject: Change Order 2 – Pear Orchard
Prepared by: Danette Brannin, General Manager
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Background:

The following describes Change Order 2 pertaining to the Pear Orchard Park & Ride: Remobilize to the project site and resume work on the park and ride lot. This includes subcontractors. The largest portion of the additional cost to resume the project relates to the increased site supervisor costs. The original bid from Scarsella assumed a site supervisor could be shared with the Coffee Creek project as that project was in early stages and it was assumed Pear Orchard would be complete or nearly complete when Coffee Creek was in full construction. The breakdown of the Change Order is included.

This Change Order is a result of resuming work after a 13-month shut down due to potential contamination at the site. The City hired an environmentalist firm to do soil sampling around the discovered manhole. No contamination was found, and the City approved resuming the project.

Summary: Information provided regarding Change Order 2 for the Pear Orchard Park & Ride.

Fiscal Impact:

Not to Exceed \$68,352.50.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Change Order #2 not to exceed \$68,352.50 to resume work on the Pear Orchard Park & Ride.

Additional Cost to Resume Work Following Shutdown from Contaminated Soil Issues

Company	Est.	Quantity	Unit Price	Extension
Castenada Landscaping	HR	1,650.00	\$ 1.51	\$ 2,491.50
ADP Electric <i>(Increase due to work period changes & increased wages)</i>	LS	1.00	\$ 10,000.00	\$ 10,000.00
NW Traffic <i>(Increase due to work period changes & increased wages)</i>	LS	1.00	\$ 689.00	\$ 689.00
Scarsella Bros., Inc <i>(12% markup on subcontractor costs)</i>	LS	1.00	\$ 13,180.50	\$ 13,180.50
Re-Mobilization/De-Mobilization Costs	LS	1.00	\$ 12,000.00	\$ 12,000.00
Increased Supervision Costs <i>(Includes supervisor and vehicle, originally planned work with salaried supervisor and/or shared resources from other projects)</i>	HR	275.00	\$ 109.06	<u>\$ 29,991.50</u>
Total Additional Cost				\$ 68,352.50

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 1 - *Informational*
Subject: Mason Transit Authority Regional Mobility Park and Ride Progress Update
Prepared by: Patrick Holm, SCJ Alliance
Approved by: Danette Brannin, General Manager
Date: July 21, 2020

Summary for Discussion Purposes:

Project Management: SCJ is continually managing the design team and subconsultant team. SCJ is tracking on-going project progress.

Permitting: Permits have been completed for the MTA Park and Ride Development Program

Log Yard Road/SR 3 Roundabout Project:

- **Construction**
 - ACI has completed construction of the Log Yard Road roundabout.

Belfair Park and Ride Project Advertisement: The Belfair park and ride documents have been revised and are being re-bid with the certain aspects detailed as alternates to allow MTA to phase construction if necessary.

Pear Orchard Construction: Scarsella lowered their initial estimate from \$78,000 to \$68,000 to re-mobilize and complete construction.

Construction Documents: Construction Document/Bid Packages are ready for Pickering Road and Cole Road and are currently being advertised with as a combined package. The combined package (Cole Rd, Shelton Matlock Rd, Pickering Road, and Belfair) was advertised on 7/8/20 and will be opened on 7/31/20.

Other progress: Scarsella/Parsons provided their estimate to MTA for a total of approximately \$590,000. WSDOT will remove the original price Scarsella/Parsons planned for the park and ride replacement, which was ~\$73,000. The total cost of the Shelton Matlock Park and Ride will come to ~\$517,000.

SCJ is coordinating with Hood Canal Communications to provide security cameras at the Pickering Road park and ride.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 2 – *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Danette Brannin, General Manager

Date: July 21, 2020

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board July 21, 2020

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board July 21, 2020

GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

Park & Ride Development:

- Belfair: Roundabout has been completed.
- Bid package for all projects was released on July 8, 2020. The bid package covers the remaining work to be done at Shelton-Matlock that was not part of the in-kind piece and expansion of the in-kind to be completed through the Coffee Creek fish passage project. Also included are Belfair Park & Ride, Cole Rd upgrades and Pickering upgrades.
- Pickering: We are working on installing cameras now due to recent vehicle break ins. In the upgrade to Pickering, cameras were planned but the project is not slated to be released until mid-2021. We will be able to reuse the cameras when the project is done.
- Please see Park & Ride informational page for more details.
- Met with City Engineer and Public Works Director on Pear Orchard conditions and resuming work.

T-CC Parking Lot:

- Project is complete and looks amazing!
- Ribbon Cutting will be held August 18 at 4:00pm in conjunction with the Board meeting.
- We are still finishing up the documents for the No Further Action opinion.
- It has cost MTA approximately \$140k to complete the Voluntary Cleanup Program requirements. The biggest cost is transporting contaminated soil. It was a costly process to receive a NFA opinion and we are still working through the final details, but this will set any concern aside that DOE would later require us to clean up the site.

EDC: Attended monthly June EDC Board meeting (virtually).

PRTPO:

- Attended bi-monthly PRTPO meeting (virtually).

WSTIP: Attended the following meetings/webinar (virtually):

- Monthly Executive Committee meeting.
- Quarterly Board Meeting.
- Emerging Risk & Opportunities Committee meeting.
- Governance Policy Committee meeting. (2)

WSTA/SMTA:

- Participated in weekly SMTA call with other GMs.
- Attended virtual quarterly board meeting

Webinars: Attended the following webinars:

- COVID-19 Transportation Dashboard (topic was current travel patterns on roads)
- Workforce Challenges During and Post COVID-19.
- How COVID-19 Has Changed Public Transportation (current and future challenges were discussed)
- COVID-19 Return-to-Work Issues for Washington Employers.
- Restoring and Reimagining Transit Service in a Pandemic-Transformed World.
- Transit Tuesday – Human Resources Best Practices During a COVID-19 World.
- National RTAP ADA Toolkit Update.
- CALSTART Campaign for Innovative Mobility in Federal Surface Transportation Bill.

External Activities:

- Participated as a panelist in TCC Transit Chat – Washington's Rural Transit Systems.
- Mike and I recorded a spot for iFiberone regarding return of some service levels.

Internal Activities:

- Updated the Transit Development Plan to present first look at the July board meeting.
- Continued efforts on a daily and weekly basis on COVID-19 matters and planning as we work through the different Phases as well as new mandates.
- Prepared for and attended negotiations meetings for the drivers' contract.
- Began preparing a policy review schedule.
- Worked with marketing firm on finalizing tail signs, pamphlets and weekly ads.
- Participated in WSDOT (virtual) Site Visit in June.
- Working on DBE and ADA policies.
- Updated the STIP.
- Weekly meeting with Ops Manager to keep abreast of service needs, ridership and other operational aspects.
- Staff planning with managers.
- Outreach planning discussion with Kathy.
- Visited Belfair office to present WSTIP Safety Awards to Tilman Robson and Lis Cree.
- Met with Matt and Deb regarding drivers' contract.

Board Assistance, Awareness and Support:

- With Rob's assistance, we have begun the process of litigation with DoubleMap for breach of contract.
- It is expected property insurance will increase on July 1, 2020 by approximately 20%. This will impact our assessment for our insurance premium in 2021.
- It is expected healthcare cost will increase as high as 7% in 2021.
- With the above two expected cost increases, along with expected decrease in revenue due to I-976, LeeAnn and I will be working on a budget scenario with assumptions of higher cost but lower revenue. A revenue decrease will relate to decreased service. Service decreases will need to be equitably reduced between fixed route and dial-a-ride. We will be seeking public input as we go through the process of potential service reductions.
- Requesting Finance Board Committee to meet in August to assist with direction for preparing the 2021 budget.
- In our RTIP/STIP, we have two planning projects for potential park & ride or transit transfer stations – one in Allyn and one in Hoodspport. The planning projects would be to do a feasibility study to determine whether there is land available and whether it is needed and would be used. We had planned to submit a grant in 2020 through the Consolidated Grant Program for the Allyn study and in 2022 submit a grant for the Hoodspport study. In light of our expected challenges, should we move forward with submitting a grant for the Allyn feasibility study?

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

HR Support

- Provided continuing support to the employees who remain out on COVID–19 related medical leave.
- Assisted several employees with FMLA cases as access to medical services opens back up.
- Attended AWC Benefit Trust virtual annual regional meeting.
- Participated in WSDOT virtual Drug and Alcohol program compliance review. Provided requested documentation to WSDOT for review and received great feedback for MTA's program management.
- Prepared revisions to the Drug and Alcohol policy at the recommendation of WSDOT. The change incorporates Washington State language for reporting terms of when a positive result is reported to Department of Licensing into the policy.
- Participated in WSTA HR Committee virtual meeting.
- Attended L & I virtual training for new overtime exemptions that took effect July 1, 2020.
- Attended WSTA sponsored Transit Talk: Human Resources Best Practices During a COVID 19 World webinar.

Wellness

- We have pressed pause on the wellness program while our employees manage the stresses of the current situation.

Recruiting

- There are currently no open positions.

Administrative Functions

- We continue to await notification of when this year's SAO audit will take place.
- Participated in WSDOT virtual Admin and Financial audits. Provided documentation to WSDOT as requested to facilitate a virtual audit format.
- Received validation from WSDOT for our Cost Allocation Plan. This plan that outlines how we allocate costs between our 3 primary operating projects when submitting for reimbursement.
- Attended WSDOT training for the new Summary of Public Transportation reporting portal.
- Prepared and submitted the 2019 Summary of Public Transportation to WSDOT.
- Prepared first submission to the CARES Act grant.
- Prepared and submitted all capital and operating grants reimbursement requests for Q2 2020.
- Submitted Quarterly Progress Reports for all active grants for Q2 2020.
- Completed IT security training.
- Facilitated response to WSDOT for second round NTD report validations.
- Participated in WSTA Finance Committee virtual meeting.
- Processed vehicle licensing on the 9 new cutaways and two new worker driver coaches.
- Attended WSTIP Medium Member Rep virtual meeting.
- Attended WSTIP virtual board meeting.

MAINTENANCE/FACILITIES – Marshall Krier

Outreach and meetings:

- Attended the WSTA Spring Maintenance Meeting and Forum. Because of the Covid-19 Virus, the event was conducted via Zoom.
- Assisting with the Washington State Fuel and Bus Procurement Contract development via Zoom meetings.

T-CC Facility:

- **Gym:** Pickleball program has resumed
- **Conference Room:** No activity due to COVID-19 virus.
- **Kitchen:** No activity due to COVID-19 virus.

T-CC Building Projects/Purchases/Maintenance

Projects/Purchases

- Continuing with Covid-19 virus cleaning protocol .
- The parking lot project construction has reached substantial completion and we are addressing items from the punch list.
- Resolved HVAC issues in gym building and repaired the software.

Johns Prairie and Belfair Building Projects/Purchases/Maintenance:

- Continued prep work for Unite GPS and Ecolane.
- Driver barriers for five Gillig coaches have arrived and will be installed soon.
- Ordered drivers barriers for 6 cutaways form Schetky N.W.
- The two 40-foot Gillig Worker Driver buses have been placed in service.
- The nine new cutaways have been placed in service.
- Submitted documents WSDOT vehicle procurement audit.
- Performed the Belfair round about walkthrough and punch list with ACI and SCJ.
- Scheduled meeting with the City of Shelton to discuss environmental options for the Pear Orchard Park and Ride project and what we need to do to proceed with construction.

OPERATIONS – Mike Ringgenberg

- **COVID-19: COVID-19:** We have spent countless hours keeping up with all the changes for COVID-19. Due to social distancing we only allow 10 riders on a coach and 4 riders on a DAR.
 - **The Good:** We gained 4,277 riders back in June over May! Drivers and Operations Supervisors are doing an "AWESOME" job of educating riders on the requirement of wearing a mask and providing them one if needed.
 - **The BAD:** Our June ridership is still down 67% or 26,159 riders compared to Feb.

- **The UGLY:** We have lost approximately 98,903 riders in the last 4 months due to COVID-19 (using Feb 2020 ridership data).
- **DOL:** Lisa Davis drafted and submitted a plan to the Department of Licensing on how MTA will train new bus drivers in the COVID-19 environment and it was approved. Congrats LISA!
- **Ecolane:** We are slowly rolling out Ecolane DAR software and hardware on July 13 and hope to have a full rollout on July 20.
- **Recovery Rides:** We conducted seven recovery rides in June to help stranded passengers who missed routes due to reduced services. Operations Supervisors conducted 11 driver/passenger assistance calls in June.
- **Training:** Lisa trained three staff on CPR/AED/FA. Matt conducted backing training at Glacier West with two drivers.
- **Meals on Wheels:** Senior Center requested our help with the Meals on Wheels program. During June we delivered 1,154 meals to Mason County residents.
- **New Cutaways:** We have nine new DAR vehicles in service and they are performing great!
- **New Worker/Driver buses:** We received 2 new Gillig 40' diesel buses (870 and 871) for our Worker/Driver routes to Puget Sound Naval Shipyard. We had them inspected by PSNS on July 13 and hope to have them on the road by July 17.
- **Shake ups:** During the month of July, the CommCenter conducted one shift shake up. The Drivers conducted two shift shakeups:
 - June 1 shake up: We only allowed one driver per 11 blocks of work.
 - June 15 shake up: We had many drivers return to work, so we increased from 11 blocks of work to 20 blocks of work.
 Our next shake up will take effect on July 27 for drivers.
- **Outreach presentations:** All outreach presentations have stopped during the COVID-19 outbreak.
- **Vanpool:** Usage rate for June 2020 was 70%; 7 of 10 vans were in use. (Technically 2 of the 7 vans are parked while the workers are waiting to be allowed to go back to work)

2020 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2020 Work Items	Completed as of 7/17/2020	Progress
Objective 1: Safe and Secure		
1st Quarter Driver training and refresher training as required	✓	First Quarter Training included: 10 CPR/AED/FA Trainings; all drivers did 8 hours of refresher training on ADA callouts, Mindful Driving, G.O.A.L., Safety Incentives and PASS(wheelchair) Training. One Vol. Driver trained and one new Worker/Driver; 57 of Operations staff participated in a 90 minute presentation by the National Alliance of Mental Illness; retrained one driver on a coach; and training on the new Hybrid bus with Worker/Drivers.
2nd Quarter Driver training and refresher training as required		See Mike's Operations Update in the Manager's Report.
Complete CAD/AVL/GPS installation		Letter of Termination has been sent; waiting refund and starting the process over. Testing with UniteGPS for CAD/AVL and working on contract with Ecolane for scheduling software. Have almost completed training on new scheduling software. Testing of Unite GPS is going well. Currently testing passenger counting. Ready for soft launch on Ecolane!
Change from flag stop to fixed stop in urban area of Shelton		
Curbs or bollards at Johns Prairie		
Purchase rain jackets		Working on logo to be placed on the jackets; will be using our WSTIP Safety Grant of \$2,500 to purchase the rain jackets.
Manager or supervisor on-duty during service - Move Ops office	✓	Operations office at T-CC is complete. Operations Supervisors are now available while service is operating.
Ensure L & I safety compliance through training		
Review WSTIP Best Practices for Safety		
Define Safety Committee's purpose and direction		
Objective 2: Effective Transportation Services		
Review DAR services and hours for efficiency and availability	✓	Once regular service hours resume, we will continue to track DAR and complete a survey on the whether the changes we made in Feb are providing efficiency and availability. Until then, the project is considered completed as our Feb. 3, 2020 shake up changes showed an 8% increase in DAR ridership.
Expand Zipper route time to 8:00am-5:00pm	✓	Zipper route time has been expanded.
Seek Pilot opportunities and funding		Working on pilot route for Lakeland Village and ATS (Agate, Timberlake and Shorecrest).
Continue review of Comp Service Review	✓	We have completed looking at recommendations from the Comp. Service Review. However, we will continue to use this document as a reference.
Conduct outreach for all service changes		We did outreach on our current service changes - public meetings, direct communication with riders and a radio spot. Outreach has/is being conducted during the COVID-19 crisis through press releases and rider alerts; keeping website up-to-date with current information and route changes.
Improve passenger amenities		Completed the information center at the T-CC; working on new scheduling software that has an app for scheduling a ride and knowing where the bus is.
Plan for 2021 service adjustments due to impact of funding	✓	Service levels will be returning to 75% of what we had pre-COVID. We will be using this base line as the premise for future service levels should the impact of I-976 becomes a reality. In the TDP, we show a reduction in service in 2021-2022.

Benchmark route performance and monitor low-performing routes	
Objective 3: Financial Stewardship	
Procurement training for Public Works projects	√ Staff attended training. Policy has been updated. Processes and forms have been created. Finance staff trained department heads.
Prepare for I-976 impacts	We will begin to look at the financial impact as it appears the initiative will be upheld.
Create needed financial policies or manual	
Ensure compliance of grant contracts	
Review 5-year sustainability plan	√ The 5-year sustainability plan has been updated. Staff will be seeking input from the Board.
Prepare for Paid Family Medical Leave rollout	√ Policy has been created. Employees have been presented with information at the All-MTA Meeting.
Maintain Fair Labor Standard Act compliance through updated training	
Records Management - Network reorganization	The file structure has been planned and the IT Team is in the process of creating a new drive. New drive has been created. Next step is to begin using new drive and naming structure.
Objective 4: Community Partnerships and Responsibility	
Conduct Community Conversations to solicit input	This is currently on hold due to COVID-19.
Participate in community events	Delivering meals to seniors during the COVID-19 crisis.
Promote City and County partnerships	Working with City on T-CC Parking Lot project
Participate in outside committees, RTPO and boards	Danette: PRTPO, EDC, WSTIP, WSTA. Kathy: Moving Mason Forward, TIP CAP, Opiate Stakeholders. LeeAnn: WSTIP. Marshall: Centralia College Diesel Advisory Committee.
Participate in mentorship programs	No activities this month.
Promote Volunteer Driver Program	Staff talked to Patty Wagon to discuss forming a partnership so if we are short drivers we can get some assistance from them. Since several of our Volunteer Drivers are older, they are not driving as much so MTA drivers are filling the gap and taking clients to essential appointments in an MTA vehicle.
Park & Ride project (through 2023)	See Park & Ride informational page for update.
Brand vehicles	√ Standard design for branding buses is complete; some of the new cutaways will have taglines on them promoting MTA.
Progression toward inclusion of electric vehicles	Reviewing a grant opportunity for electric bus.
Objective 5: Workplace Culture	
Improve communications through established methods	The Employee Engagement Committee is working through a communication plan.
Incorporate wellness program and encourage participation	Kick off of Wellness Program was done at the All-MTA Meeting with the first wellness challenge. The committee has several activities planned.
Promote skills and job knowledge	GM working with Ops and Finance on expanding knowledge of staff.

Bargain contracts for drivers and Comm Center	Drivers' contract has a tentative agreement. Have not started the Comm Center contract yet.
Employee Engagement committee	Committee continues to meet. A survey was prepared for the All-MTA meeting and we had 78% participation. The next project to work on is a communication flow chart. Last committee meeting was canceled due to coronavirus. Meetings will resume later in July.
Enhance meaningful employee recognition	✓ We have revised the employee recognition policy; have incorporated a safety bonus for drivers; are being mindful of showing appreciation.
Provide more Belfair interaction and oversight	
Prepare a policy review schedule	GM began review of policy dates.