



## AGENDA

### Mason Transit Authority Board Regular Meeting

Tuesday, September 20, 2022 at 4:00 p.m.

Remote Meeting via WebEx

To join by phone: 408-418-9388

Meeting access code 2558 619 4185

(Password) VjGc2eZNZ55

#### In person attendance:

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

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*Pursuant to Governor's Proclamations 20-28.16 and 20-25.19, the public meeting shall be held in person and virtually using the above WebEx credentials.*

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|----|---|--------------|
| 1. | <b>CALL TO ORDER</b>  | <b>Chair</b> |
| 2. | <b>ROLL CALL AND DETERMINATION OF QUORUM</b>  | <b>Chair</b> |
| 3. | <b>PUBLIC COMMENT – <i>Limit of three (3) minutes per person</i></b><br><i>Public Comment Note: This is the place on the agenda where the public is invited to address the Authority on any transit-related issue. Please keep comments to no more than three minutes.</i>  | <b>Chair</b> |
|    | <i>The Chair will ask for public comments from those present in the meeting room first, followed by those attending virtually. When called, please state your name and preferred contact information for the record. Authority Members and Staff will not enter into a dialogue during public comment but may ask clarifying questions. If the Authority feels an issue requires follow up, Staff will be directed to respond at an appropriate time.</i> |              |
| 4. | <b>APPROVAL OF AGENDA – ACTION</b>  | <b>Chair</b> |
| 5. | <b>CONSENT AGENDA – ACTION</b>  | <b>Chair</b> |
|    | A. Pg. 003: August 16, 2022 Regular Board meeting minutes   |              |
|    | B. Pg. 007: Check Approval: August 10 – September 14, 2022  |              |
|    | C. Pg. 015: Actionable: Surplus of Equipment (Resolution No. 2022-11)   | <b>Amy</b>   |
| 6. | <b>ACTION ITEMS:</b><br><b>Unfinished Business: [None]</b>  |              |

**New Business:**

- A. Pg. 020: Actionable: Update MTA Sick Leave Policy (POL-310) (Resolution No. 2022-12) Amy
- B. Pg. 037: Actionable: Update WA Paid Medical Leave Policy (POL-311) (Resolution No. 2022-13) Amy
- C. Pg. 048: Actionable: Update to Section 4-2 of Employee Handbook (Resolution No. 2022-14) Amy
- D. Pg. 167: Actionable: Belfair Right-of-Way Ownership Transfer (Resolution No. 2022-15) Amy
- E. Pg. 191: Actionable: Green Transportation Planning Grant Agreement PTD0568 Resolution No. 2022-16 Amy
- F. Pg. 207: Actionable: Request to Grant Exception to Leasing Policy (POL-800) Amy
- G. Pg. 208: Potential Action: Bus Purchase Amy

**7. STAFF REPORTS**

- A. Pg. 209: Financial Reports
- B. Pg. 215: Management Reports
- C. Pg. 220: Operational Statistics

**8. COMMENTS BY BOARD**

**9. ADJOURNMENT**

**10. UPCOMING MTA BOARD MEETING:**

**Mason Transit Authority  
Regular Meeting  
October 18, 2022 at 4:00 PM  
Belfair Park and Ride  
Conference Room  
25250 NE SR 3  
Belfair, WA 98528**

*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**  
**August 16, 2022**  
*Virtually and at*  
*Transit-Community Center Conference Room*  
*601 West Franklin Street*  
*Shelton*



**OPENING PROTOCOL**

**1. CALL TO ORDER:** 4:08 p.m.

**2. ROLL CALL AND DETERMINATION OF QUORUM**

**Authority Voting Board Members Present Virtually via WebEx:** John Campbell, Vice Chair; Wes Martin, John Sheridan and Kevin Shutterly.

**Authority Voting Board Member Present in Person:** Sandy Tarzwell, Chair, Randy Neatherlin, Mayor Eric Onisko and Sharon Trask. **Quorum met.**

**Authority Voting Board Member Not Present:** Cyndy Brehmeyer.

**Authority Non-voting Board Member Not Present:** Zachary Collins, Business Representative, IAM and AW, District Lodge 160.

**Citizen Advisor to the Board Present:** John Piety

**MTA Staff present at T-CC:** Amy Asher, General Manager; LeeAnn McNulty, Administrative Services Manager and Jason Rowe, Operations Manager; Tracy Becht, Clerk of the Authority Board and Tyler Hildebrandt, Technical Support Analyst.

**Others Present:** None.

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

**4. APPROVAL OF AGENDA**

**Moved** that the agenda for the August 16, 2022 Mason Transit Authority (MTA) regular board meeting be approved. **Trask/Onisko. Motion carried.**

**5. CONSENT AGENDA**

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

- A. Minutes of the MTA regular Board meeting of July 19, 2022.
- B. Payments of July 14 through August 9, 2022 financial obligations on checks#36605 through 36684, as presented for a total of \$706,219.29.
- C. Surplus of Technology Equipment (Resolution No. 2022-09).

**Neatherlin/Onisko. Motion carried.**

## PUBLIC HEARING:

- The public hearing was opened at 4:15 PM.
- The Board Chair set forth the process for calling on members of the public that wish to speak. Seeing that there were no members of the public in the conference room, she asked if there were any members of the public attending virtually. Hearing no responses, the staff presentation was presented as follows.
- Amy Asher, General Manager, identified the statutory requirement of preparing the Transit Development Plan (TDP). She also described the highlights in MTA's 2022-2027 TDP, as well as stating the agencies and organization that will be receiving a copy of the finalized and approved TDP.
- Board member Neatherlin shared that, prior to the COVID pandemic, a fixed route was being considered in 2019 for the Lakeland Village and Allyn, among other areas. He requested that it be evaluated and considered again for the 2023 TDP. Ms. Asher and Jason Rowe, MTA Operations Manager, indicated that they would look into it and that, in the meantime, citizens of that area can use Dial-A-Ride.
- The Board Chair asked Ms. Asher to describe the bus stop improvements. Ms. Asher described what was involved and that she is working with the Bus Stop Committee as they evaluate what type of bus stop is needed throughout Shelton. Examples of types of bus stops would be whether it is just an MTA sign on a pole, or a bus shelter, solar lighting, bench or other amenities depending on the ridership needs and the street type.
- The public hearing was closed at 4:27 PM.

## **6. ACTION ITEMS – UNFINISHED BUSINESS [None].**

### **ACTION ITEMS - NEW BUSINESS:**

- A. **Transit Development Plan.** *[The presentation relating to the TDP was provided during the public hearing.]* **Moved** that the Mason Transit Authority Board approve the 2022-2027 Transit Development Plan for submission to the Washington State Department of Transportation by September 1, 2022. **Neatherlin/Trask. Motion carried.**
- B. **6-Year Program of Projects** (Six-Year Transportation Improvement Program.) Ms. Asher described the details of the program, importance of submitting the STIP, authorizing federal agencies of federal funds, as well as the filing of the STIP. Ms. Asher also shared the highlights of the MTA STIP. **Moved** that the Mason Transit Authority Board approve Mason Transit Authority's 2023 Six Year TIP submission to the PRTPO for inclusion in the 2023-2028 Statewide Transportation Improvement Plan. **Trask/Onisko. Motion carried.**

The Board Chair asked whether or not the STIP can be amended as needed and Ms. Asher responded in the affirmative.

- C. **Fares: Youth 18 and Under Fare Free Pilot Program.** Ms. Asher shared with the Board the funding opportunity as provided through the Move Ahead Washington transportation bill. To qualify for such funding, MTA must have a fare policy granting free fares to youth 18 and under adopted by October 1, 2022. She also described the continued loss in the youth pass sales as illustrated in the table provided in the Board packet. Additionally, she described the process and significant cost to MTA in

managing the fare counting, pass inventory and reconciliation processes, as well as handling of bus passes, all of which exceeds what MTA is receiving in fares. Board member Neatherlin shared some of the early history of MTA relating to fares.

**Moved** that the Mason Transit Authority Board adopt Resolution No. 2022-10 establishing a Youth 18 and Under Zero Fare Pilot Program for the Mason County Public Transportation Benefit Area September 1, 2022 – December 31, 2025.

**Sheridan/Neatherlin. Motion carried.**

## **7. STAFF REPORTS:**

Ms. Asher briefly highlighted the following items:

### Financial:

- Ms. Asher praised the diligent efforts on driver recruitment headed up by LeeAnn McNulty, Administrative Services Manager, Haley Dorian, Accounting Assistant and Payroll and Operations Manager, Jason Rowe. They are working together to cast a wider net as well as streamline the recruitment process.

### Operations:

- Ms. Asher highlighted that MTA's most recently recruited driver recently passed his CDL and is nearing the end of his initial training period. Additionally, one of MTA's drivers, recently retired, so MTA has one driver coming in as one retires. Currently, MTA has four great candidates for its next training starting soon.
- Ridership is up.

### Facilities & Fleet:

- Ms. Asher indicated that Paul Bolte, MTA's Facilities & Fleet Manager, and Brenton Schnitzer are at the Gillig facility in California relating to a coach on the production line.
- Ms. Asher and Mr. Bolte continue to explore options regarding the six cutaways in which MTA received previously approved grant funding. Given the current market and short-term quotes, Ms. Asher indicated it may be necessary for her to call a special meeting authorizing the additional amount to be spent as she anticipates it will be significantly higher than her spending limit.
- The Belfair conference room technology improvements are completed and will be paid for by grant funding.
- The Belfair building and other base related electrical and technology equipment, such as half of the cameras, gate, sprinklers, etc. have been off-line as electricians and contractors evaluate and develop solutions to get everything back on-line and working. It appears it may have been due to a natural storm, such as lightning. More information will be provided at the September meeting.
- MTA has received much interest from others wishing to use its Belfair conference room, which has been discussed with the Policy Committee. Staff will be exploring possibilities and report back to the Policy Committee with any proposed options.

**8. COMMENTS BY BOARD:**

- MTA's Board Chair expressed her thanks to staff, LeeAnn and Jason for all their hard work on recruiting efforts.

**Moved** that the meeting be adjourned.

**9. ADJOURNED 5:09 PM**

**UPCOMING MEETING**

**BOARD MEETING**

**Mason Transit Authority  
Regular Meeting  
September 20, 2022 at 4:00 PM**  
*On-line via WebEx and in person at:  
Transit-Community Center Conference Room  
601 West Franklin Street  
Shelton*

DRAFT

## **Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 5B – *Actionable*  
**Subject:** Check Approval  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Summary for Discussion Purposes:**

Disbursements:

- \*Hood Canal Communications
  - Check #36699 - \$26,588.11 – Park and Ride Projects - Belfair.
- Mohawk Lifts LLC.
  - Check #36711 - \$62,160.99 –Shop Equipment- Tire Changer, HD Truck includes laser vision.
- State Auditor’s Office-WA.
  - Check #36721 - \$2,670.30 – Federal & Financial audit.
- Right Systems, Inc.
  - Check #36776 - \$6,881.67 –AV Room install, Travel expense & Managed services.

\*Disbursements capital grant eligible.

August Fuel Prices: Diesel \$3.76, Unleaded \$3.45

General Manager Travel Expenditures:  
\$1034.85 Washington State Transit Conference

**Check Disbursement Fiscal Impact:**  
\$852,459.16

**Staff Recommendation:**  
Approve.

**Motion for Consideration:**  
Move that the Mason Transit Authority Board approve the payment of August 10, 2022, through September 15, 2022, financial obligations on checks #36685 through #36787, as presented for a total of \$852,459.16



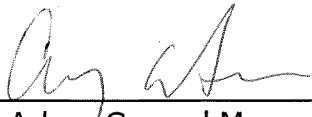
Mason Transit Authority  
September 20, 2022, Disbursement Approval

The following checks for the period of August 10, 2022, through September 15, 2022, have been audited and processed for payment by the Administrative Services Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Administrative Services Department for review.

Description	Check Numbers	Total Amount
Accounts Payable Checks	36685-36787	852,459.16

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 8/17/2022	36685	175,355.24
Payroll & DRS – 8/31/2022	36731	178,519.85
Payroll & DRS – 9/14/2022	36786	190,430.84
Mohawk Lifts LLC.	36711	62,160.99
State Auditor's Office - WA	36721	2,670.30
Right! Systems, Inc.	36776	6,881.67
Hood Canal Communications	36699	26,588.11
<i>Spoiled Check</i>	36780	0.00
<i>Spoiled Check</i>	36722	0.00

Submitted by: LeeAnn McNulty Date: 09/16/2022  
LeeAnn McNulty, Administrative Services Manager

Approved by:  Date: 9/16/22  
Amy Asher, General Manager



Mason Transit Authority Check Register  
September 2022 Board Report

Activity From 8/10/2022 Through 9/15/2022

Document Date	Check #	Vendor Name	Amount
8/17/2022	36685	Mason Transit Authority - ACH Account	175,355.24
8/26/2022	36686	Advance Glass	1,377.39
8/26/2022	36687	Aflac	714.11
8/26/2022	36688	AIG Retirement	1,244.97
8/26/2022	36689	Stanley Convergent Security Solutions	794.24
8/26/2022	36690	World Kinect Energy Services	27,833.53
8/26/2022	36691	Aramark	470.13
8/26/2022	36692	Bradley Air Company	619.49
8/26/2022	36693	Belfair Water District #1	86.41
8/26/2022	36694	Cascade Natural Gas	2,239.00
8/26/2022	36695	Cummins Northwest, LLC	1,670.90
8/26/2022	36696	Northwest Cascade Inc. DBA FloHawks	163.20
8/26/2022	36697	Gillig, LLC	430.14
8/26/2022	36698	GORDON TRUCK CENTERS, INC.	479.34
8/26/2022	36699	Hood Canal Communications	26,588.11
8/26/2022	36700	District 160	1,771.25
8/26/2022	36701	JayRay Ads & PR, Inc.	4,770.71
8/26/2022	36702	Kitsap Sun	2,160.00
8/26/2022	36703	LegalShield	184.30
8/26/2022	36704	Les Schwab	3,625.13
8/26/2022	36705	Lift-U, Division of Hogan Mfg. Inc.	33.60
8/26/2022	36706	Mason County Garbage, Inc.	748.18
8/26/2022	36707	Mason County PUD #3	5,645.03
8/26/2022	36708	Mason County Wood Recyclers	459.50
8/26/2022	36709	Purcor	158.19
8/26/2022	36710	MOHAWK MFG. & SUPPLY	59.95
8/26/2022	36711	Mohawk Lifts LLC	62,160.99
8/26/2022	36712	Mountain Mist Water	209.05
8/26/2022	36713	North Mason Chamber of Commerce	30.00
8/26/2022	36714	ODP Business Solutions, LLC	48.15
8/26/2022	36715	O'Reilly Auto Parts	141.33
8/26/2022	36716	Port of Shelton	1,400.00
8/26/2022	36717	Builders FirstSource	499.53
8/26/2022	36718	Jennifer Reboin	174.00
8/26/2022	36719	Ricoh USA, Inc	116.76
8/26/2022	36720	Right! Systems, Inc.	1,378.40
8/26/2022	36721	State Auditor's Office - WA	2,670.30
8/26/2022	36723	Seattle Automotive Distributing	19.56
8/26/2022	36724	Mason County Journal	180.00
8/26/2022	36725	Staples Business Advantage	239.41
8/26/2022	36726	Tozier Brothers, Inc.	323.21

Mason Transit Authority Check Register  
September 2022 Board Report

Activity From 8/10/2022 Through 9/15/2022

Document Date	Check #	Vendor Name	Amount
8/26/2022	36727	Tran Urgent Care & Wellness Centers LLC	175.00
8/26/2022	36728	United Way of Mason County	18.00
8/26/2022	36729	AWC Employee Benefit Trust	90,624.83
8/26/2022	36730	Westbay Auto Parts	180.17
8/31/2022	36731	Mason Transit Authority - ACH Account	178,519.85
9/2/2022	36732	Abila	1,543.12
9/2/2022	36733	AIG Retirement	1,246.10
9/2/2022	36734	World Kinect Energy Services	387.99
9/2/2022	36735	City of Shelton	629.28
9/2/2022	36736	Comcast	238.00
9/2/2022	36737	Gillig, LLC	70.31
9/2/2022	36738	GORDON TRUCK CENTERS, INC.	323.63
9/2/2022	36739	Hood Canal Communications	2,635.22
9/2/2022	36740	Les Schwab	4,180.79
9/2/2022	36741	Mason County PUD #3	90.20
9/2/2022	36742	Mountain Mist Water	132.55
9/2/2022	36743	ODP Business Solutions, LLC	11.57
9/2/2022	36744	O'Reilly Auto Parts	90.35
9/2/2022	36745	Pitney Bowes	188.95
9/2/2022	36746	Reliable Electric, Inc.	366.93
9/2/2022	36747	Romaine Electric	0.82
9/2/2022	36748	Seattle Automotive Distributing	80.74
9/2/2022	36749	Spike's Hydraulics	11.72
9/2/2022	36750	Summit Law Group	768.00
9/2/2022	36751	Total Battery & Automotive Supply	122.01
9/2/2022	36752	Tozier Brothers, Inc.	152.08
9/2/2022	36753	United Way of Mason County	24.00
9/2/2022	36754	Westbay Auto Parts	5.31
9/13/2022	36755	Allstream	137.52
9/13/2022	36756	Ecolube Recovery, LLC dba American Petroleum Environmental	636.35
9/13/2022	36757	World Kinect Energy Services	15,827.11
9/13/2022	36758	Aramark	471.01
9/13/2022	36759	City of Shelton	627.31
9/13/2022	36760	Cascade Natural Gas	2,225.92
9/13/2022	36761	Commercial Brake & Clutch, Inc.	212.23
9/13/2022	36762	FireTek	130.20
9/13/2022	36763	Gillig, LLC	309.82
9/13/2022	36764	GORDON TRUCK CENTERS, INC.	283.69
9/13/2022	36765	Robert W. Johnson, PLLC	1,600.00
9/13/2022	36766	Kitsap Transit	2,916.66
9/13/2022	36767	Les Schwab	1,235.29

Mason Transit Authority Check Register  
September 2022 Board Report

Activity From 8/10/2022 Through 9/15/2022

Document Date	Check #	Vendor Name	Amount
9/13/2022	36768	Mason County Garbage, Inc.	221.92
9/13/2022	36769	Mason County PUD #3	3,132.04
9/13/2022	36770	Purcor	395.00
9/13/2022	36771	Mountain Mist Water	116.33
9/13/2022	36772	ODP Business Solutions, LLC	65.45
9/13/2022	36773	O'Reilly Auto Parts	51.27
9/13/2022	36774	Pitney Bowes Purchase Power	171.00
9/13/2022	36775	Builders FirstSource	108.78
9/13/2022	36776	Right! Systems, Inc.	6,881.67
9/13/2022	36777	Staples Business Advantage	619.89
9/13/2022	36778	Tozier Brothers, Inc.	212.83
9/13/2022	36779	United Way of Mason County	31.46
9/13/2022	36781	Verizon Wireless	946.90
9/13/2022	36782	Voyager Fleet Systems, Inc.	12.00
9/13/2022	36783	Westbay Auto Parts	169.42
9/13/2022	36784	Whisler Communications	1,806.53
9/13/2022	36785	AWorkSAFE Service, Inc.	1,581.00
9/15/2022	36786	Mason Transit Authority - ACH Account	190,430.84
9/14/2023	36787	U.S. Bank	6,801.47
9/13/2022	36780	<i>Spoiled Check</i>	<i>0.00</i>
8/26/2022	36722	<i>Spoiled Check</i>	<i>0.00</i>
Check Totals			\$ 852,459.16

Mason Transit Authority Credit Card Activity  
September 2022 Board Report

August 2022 Activity

GL Title	Transaction Description	Expenses
Parts Inventory	Amazon - Parts	\$ 21.69
Parts Inventory	Amazon - Parts	54.04
Parts Inventory	Amazon - Parts	21.69
Parts Inventory	Amazon - Parts	54.04
Parts Inventory	Amazon - Parts	42.08
Parts Inventory	eBay - Parts	248.16
Parts Inventory	Invoice	(54.04)
Parts Inventory	Invoice	(21.69)
Parts Inventory	Tractor Supply - Pressure washer oil	18.43
Security Services	Checkr - Background checks	132.05
Facility Repair/Maintenance	Amazon - Batteries for alarm panel	54.22
Facility Repair/Maintenance	Amazon - Solar shades	76.15
Facility Repair/Maintenance	Bulbdepot - Light ballast	77.58
Facility Repair/Maintenance	Home Depot - Downspout adapter	10.21
Facility Repair/Maintenance	Home Depot - Paint equipment	607.15
Facility Repair/Maintenance	Safeway - Cling wrap	11.39
Facility Repair/Maintenance	Tractor Supply - Door repair	87.51
Facility Repair/Maintenance	Walmart - Paint supplies	32.50
Facility Repair/Maintenance	Walmart - Supplies	39.36
Office Supplies	Amazon - Office supplies	22.23
Office Supplies	Amazon - Office Supplies	28.29
Office Supplies	Amazon - Office supplies	91.84
Office Supplies	Amazon - Office supplies	263.61
Office Supplies	Amazon - Operating supplies	146.31
Office Supplies	Amazon - Supplies	66.84
Office Supplies	Walmart - Operating supplies	111.93
Shop Supplies	Amazon - Gloves	157.64
Shop Supplies	Amazon - Shop supplies	17.34
Cleaning/Sanitation Supplies	Amazon - Salt cleaner	108.78
Safety Training Material & Supply	Health & Safety Institute - Safety cards	332.16
Safety Training Material & Supply	HRDirect - D&A posters	328.15
Software	Noregon Systems - Maintenance Software	1,085.00
IT Equipment	Amazon - Cables for conference room	13.48
IT Equipment	Amazon - Laptops, driver training	564.18
Safety Supplies	CTAA - PASS test	30.00
Small Equipment & Furniture	Lowes - Fridge - Supervisor Lounge	655.31
Small Equipment & Furniture	Walmart - Microwave	107.71
Dues, Memberships, Subscriptions	J2 Fax - Monthly expense	92.97
Dues, Memberships, Subscriptions	Network Solutions - Domain subscription	17.35
Dues, Memberships, Subscriptions	Network Solutions - Domain subscription	82.42
Travel & Meeting Expense MTA	Alaska Air - State conference, Jenna	297.20
Travel & Meeting Expense MTA	BJ Restaurant - Gillig trip, meal expense	49.86
Travel & Meeting Expense MTA	BJ Restaurant - Gillig trip, meal expense credit	(1.99)
Travel & Meeting Expense MTA	Chevron - Gillig trip, rental car gas	13.76
Travel & Meeting Expense MTA	Chick Fil A - Gillig trip, meal expense	22.14
Travel & Meeting Expense MTA	Davenport - State Conference, Amy	297.22
Travel & Meeting Expense MTA	Davenport - State Conference, Jenna	297.22
Travel & Meeting Expense MTA	Davenport - State Conference, Paul	450.35

Mason Transit Authority Credit Card Activity  
 September 2022 Board Report

August 2022 Activity

GL Title	Transaction Description	Expenses
Travel & Meeting Expense MTA	Fox RentACar - Gillig trip, car rental	190.03
Travel & Meeting Expense MTA	Homewood Suites - Gillig trip, Paul hotel expense	339.74
Travel & Meeting Expense MTA	Homewood Suites - Gillig trip, Brenton hotel expense	339.74
Travel & Meeting Expense MTA	Jiffy Airport - Conference parking	87.53
Travel & Meeting Expense MTA	Jiffy Airport - Gillig trip, Paul parking	67.73
Travel & Meeting Expense MTA	Wally Park - Gillig trip, Brenton parking expense	57.41
Training / Seminars	CTAA - PASS trainer recertification	75.00
Training / Seminars	GFOA - GAAP update	135.00
Total Credit Card Charges -July		<u>\$ 8,554.00</u>

*nu*



## PURCHASE LOG

Name: Amy Asher  
 Department: Administration  
 Manager's Approval: Sandy Tarquell  
DocuSigned by: F0D2CAD30A0C42B...

Date Submitted  
9/7/2022

**Finance Use Only**

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
8/30/22	Davenport Grand Hotel	State Transit Conference <i>Amy</i>	297.22	Y	10	509021 ✓	<i>nu</i>
8/30/22	Davenport Grand Hotel	State Transit Conference <i>Jenna</i>	297.22	Y	"	" ✓	<i>nu</i>
8/8/22	Amazon Legal Pads	Office Supply Admin	22.23	Y	10	504230 ✓	<i>nu</i>
<i>pd. July</i> 8/1/22	<del>Society for HR mgmt</del>	<del>Annual Membership dues</del>	<del>229.00</del>	<del>Y</del>	<del>---</del>	<del>---</del>	
<b>TOTAL</b>			\$ <u>845.67</u>				

Don't forget to attach original receipts

*616.67 ✓*

Signature: *Amy Asher* Date: 9/7/2022  
 I hereby certify under penalty of perjury that this is a true and correct claim for necessary purchases or expenses on behalf of MTA and that no payment has been received by me on account thereof.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 5C – *Actionable*  
**Subject:** Equipment Surplus  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

**Background:**

Attached is a list of obsolete IT and phone equipment items that are no longer in use or useful. It is recommended to surplus the assets listed. Items represent various IT equipment such as desktops, servers, telephones, and cameras from the T-CC.

**Summary:** Approve surplusing certain obsolete IT, camera and phone equipment.

**Fiscal Impact:**

There is no impact to Fixed Assets.

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2022-11 regarding the disposal of the assets as set forth in Exhibit A to that resolution.

**RESOLUTION NO. 2022-11**

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

**WHEREAS**, the Mason Transit Authority Board has adopted policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA and such policies ensure that the public shall receive the greatest value for such items; and

**WHEREAS**, certain obsolete IT equipment, T-CC cameras and Shoretel phones are no longer in use or useful as set forth in Exhibit A attached hereto have been deemed no longer useful;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the items identified on Exhibit A attached hereto be deemed surplus and that the items to be surplus pursuant to MTA's disposition of surplus property policy.

Adopted this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Sandy Tarzwell, Chair

\_\_\_\_\_  
John Campbell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

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Randy Neatherlin, Authority Member

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Eric Onisko, Authority Member

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John Sheridan, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Sharon Trask, Authority Member



APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

**EXHIBIT A TO RESOLUTION NO. 2022-11**  
**LIST OF ITEMS FOR SURPLUS**

Description	Asset Tag	Serial Number
AXIS P1427-E		ACCC8E48C7C6
AXIS P1428-E		ACCC8E4FF366
AXIS P1428-E		ACCC8E504633
AXIS P3344		00408CB1742B
AXIS P3344		00408CB1742A
AXIS P3344		00408CB1736D
AXIS P3344		00408CC02392
AXIS M3014		ACCC8E4A56E0
AXIS P1427-E		ACCC8E5565C7
AXIS P1428-E		ACCC8E5EF5A2
AXIS Q1765-LE		ACCC8E4A27D8
AXIS P3344		00408CB17429
AXIS P3344		00480CB41B7C
AXIS P3384-V		ACCC8E44FFD7
Vivotek FD8335H		00-02-D1-29-A7-62
Vivotek FD8335H		00-02-D1-2E-92-90
Vivotek FD8335H		00-02-D1-29-A7-5E
Vivotek FD8335H		00-02-D1-2E-92-3E
Vivotek FD8335H		00-02-D1-25-43-95
Vivotek FD8335H		00-02-D1-2E-92-3B
Vivotek FD8335H		00-02-D1-2D-E4-77
Vivotek FD8335H		00-02-D1-2D-E4-5A
Vivotek FD8335H		00-02-D1-2E-92-3D
Vivotek FD8335H		00-02-D1-2E-91-F7
Vivotek FD8335H		00-02-D1-29-A7-4F
Vivotek FD8335H		00-02-D1-2E-92-4C
Vivotek FD8335H		00-02-D1-2E-92-4A
Vivotek FD8335H		00-02-D1-2E-92-01
Vivotek FD8335H		00-02-D1-2D-E4-48
Vivotek FD8335H		00-02-D1-2E-92-00
Vivotek FD8335H		00-02-D1-2E-92-91
Vivotek FD8335H		00-02-D1-2D-E4-47
Vivotek FD8335H		00-02-D1-2D-E4-45
Vivotek FD8335H		00-02-D1-2E-92-02
Vivotek FD8335H		00-02-D1-2D-E4-46
Vivotek FD8335H		00-02-D1-2E-92-3C
Vivotek FD8335H		00-02-D1-2E-91-FF

**EXHIBIT A TO RESOLUTION NO. 2022-11**  
**LIST OF ITEMS FOR SURPLUS**

Vivotek FD8335H		00-02-D1-2E-74-02
Vivotek FD8335H		00-02-D1-2E-92-4B
Vivotek FD8335H		00-02-D1-2D-E4-44
Vivotek FD9391-EHTV		00-02-D1-7D-FF-E8
Vivotek FD8335H		00-02-D1-2E-92-03
Vivotek FD8335H		0002D12E9259
HP LaserJet Pro 570dn	18-2492	CNB9GDLJNJ
Dell OptiPlex 5060	19-2624	15XTZV2
Dell OptiPlex 5060	19-2641	15YQZV2
Dell OptiPlex 5060	19-2643	15ZRZV2
Dell OptiPlex 5060	19-2633	15TRZV2
Dell OptiPlex 5060	19-2632	15VVZV2
Rca Gallieo Pro 11.5"	19-2617	V2GDBZ1806H0
AXIS Communicator S1016	19-2704	HW03014VBC92
Shoretel IP655		0010493C1EBE
ShoreTel 265		00104916CA90
ShoreTel 230		001049195CAB
ShoreTel 265		00104916CA0D
ShoreTel 115		001049174E0D
ShoreTel 265		00104916CAB5
ShoreTel 230		001049195C25
Shoretel SG-120/24	19-2703	24JC10441945B4
HP Color LaserJet 1600	16-1808	CNCC7B70QB
Aruba 105		BT0935591
Aruba 105		BT0767500
FaxFinder FF230		15317644
Muzak Message Repeater		Inaccessible
Dell Optiplex 380	18-2481	GG9W9P1
Optiplex 9020	16-1895	461X942
Optiplex 9020	16-1892	4JSZ942
Optiplex 9020	16-1889	4612B42
Optiplex 9020	16-1898	460Y942
Optiplex 9020	16-1901	461W942
Optiplex 9020	16-1884	4614B42
Optiplex 9020	16-1872	460W942
Optiplex 9020	16-1878	460X942
Optiplex 9020	16-1881	4JTOB42

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 6A – *Actionable*  
**Subject:** Update to MTA Sick Leave Policy (POL-310)  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Background:**

This policy update is being made so that the policy will be in alignment with the previously approved Employee Handbook. Currently POL-310 states that the employee forfeits any unused, accrued MTASL and that language has now been replaced with the previously approved cash-out rate as set forth in the Employee Handbook.

This updated policy has been reviewed by the Policy Review Committee and Legal Counsel.

**Summary:** Approve update to MTA Sick Leave Policy (POL-310).

### **Fiscal Impact:**


TBD.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2022-12 that approves the revised Sick Leave Policy (POL-310).

	<p><b>Title:</b> Mason Transit Authority Sick Leave Policy</p> <p><b>Number:</b> 310</p> <p><b>Effective:</b> <a href="#">February 18, 2020, September 20, 2022</a></p> <p><b>Cancel:</b> <a href="#">Resolution No. 2020-04</a></p> <p><b>Prepared by:</b> LeeAnn McNulty, Administrative Services Manager</p> <p><b>Approved by:</b> Authority Board <a href="#">Resolution No. 2020-0412</a></p>
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**POL-310 MASON TRANSIT AUTHORITY SICK LEAVE POLICY**

This policy applies to all Mason Transit Authority (MTA) regular full-time employees.

**1.0 Purpose**

**1.1** In addition to the Washington Paid Sick Leave Policy, Mason Transit Authority Sick Leave (MTASL) is available for all regular full-time employees to use for qualifying reasons per this policy.

**1.2** This policy details the use of MTASL for excused/unexcused absences.

**2.0 Policy**


**2.1 Qualifying Reasons to Use MTA Sick Leave**

MTASL may be used for the following reasons:

- An employee’s mental or physical illness, injury, health condition, and/or preventive care, diagnosis, or treatment, such as a medical, dental, or optical appointment;
- Care of a family member with a mental or physical illness, injury, health condition and/or preventive care, diagnosis, or treatment, such as a medical, dental, or optical appointment;
- To make up the difference between the amounts received from L & I time-loss benefits and the employee’s regular pay when an employee is receiving L & I benefits;
- Closure of the employee’s place of business or child’s school/place of care by order of a public official for any health-related reasons; or
- To address issues related to domestic violence, sexual assault, or stalking when the employee or the employee’s family member is a victim. Qualifying activities include seeking legal or law enforcement assistance or court relief, counseling or treatment by a health care provider, and obtaining support services (e.g., shelter, crisis outreach, safety planning, relocation assistance).

**2.2 Accrual of MTA Sick Leave**

Regular full-time employees accrue MTASL at the rate of 1.69 hours per pay period for full-time employees. For example, 1.69 hours per pay period x 26 pay periods = 44 (rounded) hours MTASL per year in addition to the 52 hours accrued (assuming no overtime worked) under the Washington Paid Sick Leave Policy, as

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required by law, for a total of 96 hours per year. MTASL balance will not exceed 960 hours. Hours above 960 will be forfeited.

The leave accrual period is January 1st through December 31st.

All eligible employees begin accruing MTASL at the commencement of employment.

At the start of employment, all eligible employees will receive information about the MTASL Policy.

**2.3 Eligibility to Use Accrued MTA Sick Leave**

Regular, full-time employees are eligible to use accrued MTASL upon commencement of their employment.

MTASL accrued during a pay period may not be used until the following pay period.

**2.4 Reasonable Notice for the Use of MTA Sick Leave**

Employees must provide reasonable notice, as described below, to his or her team manager regarding use of MTASL whenever possible, along with a Paylocity Time-Off Request. If no advance notice is possible, then the request must be submitted on the day following the employee’s return to work. If possible, the request should include the expected return date. Information provided will be kept confidential.

**Foreseeable Absences.** 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.

**Unforeseeable Absences.** If the absence is unforeseeable, the employee must notify his or her team manager as soon as possible.

- If advance notice is possible, the employee must provide such notice no later than one (1) hour before the employee’s scheduled start time.
- If advance notice is not possible, the employee or a person on the employee’s behalf, must provide such notice, as soon as possible.
- Calling out no later than one (1) hour before does not mean the absence is excused. See sections 2.10 and 2.11.



<b>Title:</b>	Mason Transit Authority Sick Leave Policy
<b>Number:</b>	310
<b>Effective:</b>	<a href="#">February 18, 2020, September 20, 2022</a>
<b>Cancel:</b>	<a href="#">Resolution No. 2020-04</a>
<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board <a href="#">Resolution No. 20220-0412</a>

## 2.5 Verification for Absences

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, i.e. calling out after vacation was denied), as provided below. If verification is requested, the employee must submit a completed verification form to team manager or supervisor upon returning to duty. Duration of the absence must be outlined in the verification.

Consecutive days/hours of absence attributable to a single illness will be considered one occurrence. Non-consecutive occurrences for the same medical reason may be combined if the subsequent unscheduled absence is within five (5) days of the last day of the original unscheduled absence.

An employee may choose to provide verification on their own accord to verify reason for absence. If the verification supports a qualifying reason as described in 2.1, the employee will be considered excused.

**For the employee’s own health care or the care for a family member.** A health care provider’s signed statement that establishes or confirms that the use of MTASL is for an authorized purpose. The verification provides information about the nature of the illness, injury, or disability, and the beginning and end dates.

**To make up the difference between the amounts between L & I time-loss benefits and an employee’s regular pay.** Documentation to show the value of time-loss payments received during the relevant time period.

**Closure of the employee’s place of business or child’s school/place of care.** Documentation of the notice of closure by a public official that the employee received regarding the employee’s child’s school or place of care.

**To address issues related to domestic violence, sexual assault, or stalking.** Documentation may include a police report, court record, prosecuting attorney’s office record, or a signed note from a health care provider, social worker, counselor sufficient to show that the employee or an employee’s family member is a victim of domestic violence, sexual assault, or stalking and the leave was taken to address related issues. Other documentation may be acceptable, as determined by the Administrative Services Manager or designee.



**Title:** Mason Transit Authority Sick Leave Policy  
**Number:** 310  
**Effective:** [February 18, 2020, September 20, 2022](#)  
**Cancel:** [Resolution No. 2020-04](#)  
**Prepared by:** LeeAnn McNulty,  
 Administrative Services Manager  
**Approved by:** Authority Board  
 Resolution No. [2022-0412](#)

**2.6 Increments of Use for MTA Sick Leave**

Employees are allowed to use MTASL in increments of .25 hour.

**2.7 Payroll**

Employees will be notified of their MTASL accrued, usage, and current balances for each pay period on a direct deposit statement and/or Paylocity’s Time-Off section of the Self-Service Portal.

**2.8 Rate of Pay When Using MTA Sick Leave**

Sick leave hours will be compensated at an employee’s regular rate of pay, excluding overtime rates, where applicable. Sick leave hours will not count toward the calculation of overtime.

**2.9 Separation from Employment**

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), 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 MTA, the employee shall be paid for all accumulated MTA sick leave up to nine hundred sixty (960) hours at the following rates of pay per accrued hours:


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

~~If an employee separates from employment, he or she forfeits any unused, accrued MTASL.~~

**2.10 Excused Absences**

Absences are excused when a Time-Off Request is submitted and approved in advance by the team manager or supervisor for a qualifying reason to use MTASL as listed in Section 2.1. An Excused Absence also includes an absence that has



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been satisfactorily verified by a method described in Section 2.5 upon return to work by the employee.

**2.11 Unexcused Absences**

Unexcused absences will be reviewed by a manager or supervisor. Employee verification may be required, per Section 2.5 if it has not been submitted by the employee. If it is determined corrective action is needed, the corrective action will be consistent with the Performance Counseling Policy.

An absence will be considered unexcused if not pre-approved at least 24 hours prior to the start of the shift.


24 hours of unexcused qualifying sick leave absences **in a rolling twelve-month period** will be the basis for a coaching discussion between the employee and the manager/supervisor with additional unexcused absences potentially leading to further progressive discipline through MTA’s Performance Counseling Policy.

32 hours of unexcused qualifying sick leave absences **in a rolling twelve-month period** will be the basis for initiating progressive discipline with a verbal warning through MTA’s Performance Counseling Policy.

# of Unexcused Hours	Consequence
24 Unexcused Hours	Coaching Discussion
32 Unexcused Hours	Verbal Warning
40 Unexcused Hours	Written Warning
48 Unexcused Hours	2 Days Suspension Without Pay
56 Unexcused Hours	Review of Termination with General Manager

**2.12 No-Call / No-Show**

Not reporting to work and not calling to report the absence is considered a no-call / no-show and is a serious matter. Upon notification from the team manager, a no-call / no show will be reviewed by the Administrative Services Manager and/or General Manager to determine appropriate discipline, up to and including termination. **Any no-call / no-show for three or more days**

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**constitutes job abandonment and will result in immediate termination of employment.**

If the discipline process for attendance has already begun with an employee when a no-call / no-show occurs, the disciplinary process may be accelerated up to and including termination.

Management may consider extenuating circumstances when determining discipline for a no-call / no-show and may exercise discretion in such case (for example, if the employee is in a serious accident and is hospitalized).

**2.13 Use of Vacation Leave for Sick**

Accrued vacation leave may only be used to cover a qualifying sick leave absence when the event is pre-arranged [and there is capacity to accommodate based on CBA language, seniority and/or department needs](#). Per each collective bargaining agreement and the employee handbook, the use of vacation leave must be approved in advance.

**2.14 Leave without pay (LWOP) for Sick**

In cases where no sick leave is available, the use of vacation leave has not been pre-arranged or there is no vacation leave available, the employee will be in a LWOP situation. Unexcused LWOP absences do count toward unexcused hours and may be subject to progressive discipline.

**3.0 Definitions**

- "Family member" is defined as a child (including biological, adopted, foster, step, in loco parentis, or legal guardian) or parent (including biological, adopted, foster, step, de facto, or legal guardian) to the employee or the employee's spouse/registered domestic partner, a spouse, registered domestic partner, grandparent, grandchild, or sibling.
- "Health-related reason" means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closures for inclement weather.



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**Prepared by:** LeeAnn McNulty,  
Administrative Services Manager  
**Approved by:** Authority Board  
[Resolution No. 20220-0412](#)

- "Commencement of employment" means no later than the beginning of the first day on which the employee is authorized or required by the employer to be on duty on the employer's premises or at a prescribed workplace.
- "Excused absence" is defined as a Time Off Request submitted in advance and approved by the Manager/Supervisor.
- "Unexcused absence" is defined as a call out or no-show on a scheduled workday without an approved Time-off Request.

"Pattern Absence" is defined as an absence that shows a pattern such as but not exclusive to unexcused absences the day before or after a scheduled holiday, vacation, or personal day; on a desirable day off, a specific day of the week, or a weekend; a specific or unique work day; or as sick leave is accrued.

"LWOP" is defined as an absence where there is no available vacation, sick or personal hours to cover an absence.

**RESOLUTION NO. 2022-12**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING THE MASON TRANSIT AUTHORITY SICK LEAVE POLICY  
(POL-310) AND SUPERSEDING AND REPLACING IN FULL ANY  
PREVIOUSLY ADOPTED OR APPROVED MASON TRANSIT AUTHORITY  
SICK LEAVE POLICY, INCLUDING RESCINDING  
RESOLUTION NO. 2020-04.**

**WHEREAS**, the Mason Transit Authority Sick Leave Policy (POL-310) was last approved by the Mason Transit Authority Board in 2020; and

**WHEREAS**, the policy has been updated so that it aligns with the same provisions as in the Employee Handbook relating to an employee’s cash-out rate;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the revised Mason Transit Authority Sick Leave Policy (POL-310) shall supersede and replace in full any previously adopted or approved Mason Transit Authority Sick Leave Policy, including rescinding Resolution No. 2020-04.

Adopted this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Sandy Tarzwell, Chair

\_\_\_\_\_  
John Campbell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

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Sharon Trask, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

	<p><b>Title:</b> Mason Transit Authority Sick Leave Policy</p> <p><b>Number:</b> 310</p> <p><b>Effective:</b> September 20, 2022</p> <p><b>Cancel:</b> Resolution No. 2020-04</p> <p><b>Prepared by:</b> LeeAnn McNulty, Administrative Services Manager</p> <p><b>Approved by:</b> Authority Board Resolution No. 2022-12</p>
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**POL-310 MASON TRANSIT AUTHORITY SICK LEAVE POLICY**

This policy applies to all Mason Transit Authority (MTA) regular full-time employees.

**1.0 Purpose**

**1.1** In addition to the Washington Paid Sick Leave Policy, Mason Transit Authority Sick Leave (MTASL) is available for all regular full-time employees to use for qualifying reasons per this policy.

**1.2** This policy details the use of MTASL for excused/unexcused absences.

**2.0 Policy**


**2.1 Qualifying Reasons to Use MTA Sick Leave**

MTASL may be used for the following reasons:

- An employee’s mental or physical illness, injury, health condition, and/or preventive care, diagnosis, or treatment, such as a medical, dental, or optical appointment;
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- To make up the difference between the amounts received from L & I time-loss benefits and the employee’s regular pay when an employee is receiving L & I benefits;
- Closure of the employee’s place of business or child’s school/place of care by order of a public official for any health-related reasons; or
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**2.2 Accrual of MTA Sick Leave**

Regular full-time employees accrue MTASL at the rate of 1.69 hours per pay period for full-time employees. For example, 1.69 hours per pay period x 26 pay periods = 44 (rounded) hours MTASL per year in addition to the 52 hours accrued (assuming no overtime worked) under the Washington Paid Sick Leave Policy, as

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required by law, for a total of 96 hours per year. MTASL balance will not exceed 960 hours. Hours above 960 will be forfeited.

The leave accrual period is January 1st through December 31st.

All eligible employees begin accruing MTASL at the commencement of employment.

At the start of employment, all eligible employees will receive information about the MTASL Policy.

**2.3 Eligibility to Use Accrued MTA Sick Leave**

Regular, full-time employees are eligible to use accrued MTASL upon commencement of their employment.

MTASL accrued during a pay period may not be used until the following pay period.

**2.4 Reasonable Notice for the Use of MTA Sick Leave**

Employees must provide reasonable notice, as described below, to his or her team manager regarding use of MTASL whenever possible, along with a Paylocity Time-Off Request. If no advance notice is possible, then the request must be submitted on the day following the employee’s return to work. If possible, the request should include the expected return date. Information provided will be kept confidential.

**Foreseeable Absences.** 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.

**Unforeseeable Absences.** If the absence is unforeseeable, the employee must notify his or her team manager as soon as possible.

- If advance notice is possible, the employee must provide such notice no later than one (1) hour before the employee’s scheduled start time.
- If advance notice is not possible, the employee or a person on the employee’s behalf, must provide such notice, as soon as possible.
- Calling out no later than one (1) hour before does not mean the absence is excused. See sections 2.10 and 2.11.



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<b>Number:</b>	310
<b>Effective:</b>	September 20, 2022
<b>Cancel:</b>	Resolution No. 2020-04
<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board Resolution No. 2022-12

## 2.5 Verification for Absences

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, i.e. calling out after vacation was denied), as provided below. If verification is requested, the employee must submit a completed verification form to team manager or supervisor upon returning to duty. Duration of the absence must be outlined in the verification.

Consecutive days/hours of absence attributable to a single illness will be considered one occurrence. Non-consecutive occurrences for the same medical reason may be combined if the subsequent unscheduled absence is within five (5) days of the last day of the original unscheduled absence.

An employee may choose to provide verification on their own accord to verify reason for absence. If the verification supports a qualifying reason as described in 2.1, the employee will be considered excused.

**For the employee’s own health care or the care for a family member.** A health care provider’s signed statement that establishes or confirms that the use of MTASL is for an authorized purpose. The verification provides information about the nature of the illness, injury, or disability, and the beginning and end dates.

**To make up the difference between the amounts between L & I time-loss benefits and an employee’s regular pay.** Documentation to show the value of time-loss payments received during the relevant time period.

**Closure of the employee’s place of business or child’s school/place of care.** Documentation of the notice of closure by a public official that the employee received regarding the employee’s child’s school or place of care.

**To address issues related to domestic violence, sexual assault, or stalking.** Documentation may include a police report, court record, prosecuting attorney’s office record, or a signed note from a health care provider, social worker, counselor sufficient to show that the employee or an employee’s family member is a victim of domestic violence, sexual assault, or stalking and the leave was taken to address related issues. Other documentation may be acceptable, as determined by the Administrative Services Manager or designee.





<b>Title:</b>	Mason Transit Authority Sick Leave Policy
<b>Number:</b>	310
<b>Effective:</b>	September 20, 2022
<b>Cancels:</b>	Resolution No. 2020-04
<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board Resolution No. 2022-12

**2.6 Increments of Use for MTA Sick Leave**

Employees are allowed to use MTASL in increments of .25 hour.

**2.7 Payroll**

Employees will be notified of their MTASL accrued, usage, and current balances for each pay period on a direct deposit statement and/or Paylocity’s Time-Off section of the Self-Service Portal.

**2.8 Rate of Pay When Using MTA Sick Leave**

Sick leave hours will be compensated at an employee’s regular rate of pay, excluding overtime rates, where applicable. Sick leave hours will not count toward the calculation of overtime.

**2.9 Separation from Employment**

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), 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 MTA, the employee shall be paid for all accumulated MTA 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

**2.10 Excused Absences**

Absences are excused when a Time-Off Request is submitted and approved in advance by the team manager or supervisor for a qualifying reason to use MTASL as listed in Section 2.1. An Excused Absence also includes an absence that has been satisfactorily verified by a method described in Section 2.5 upon return to work by the employee.



<b>Title:</b>	Mason Transit Authority Sick Leave Policy
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<b>Effective:</b>	September 20, 2022
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<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board Resolution No. 2022-12

**2.11 Unexcused Absences**

Unexcused absences will be reviewed by a manager or supervisor. Employee verification may be required, per Section 2.5 if it has not been submitted by the employee. If it is determined corrective action is needed, the corrective action will be consistent with the Performance Counseling Policy.

An absence will be considered unexcused if not pre-approved at least 24 hours prior to the start of the shift.


24 hours of unexcused qualifying sick leave absences **in a rolling twelve-month period** will be the basis for a coaching discussion between the employee and the manager/supervisor with additional unexcused absences potentially leading to further progressive discipline through MTA’s Performance Counseling Policy.

32 hours of unexcused qualifying sick leave absences **in a rolling twelve-month period** will be the basis for initiating progressive discipline with a verbal warning through MTA’s Performance Counseling Policy.

# of Unexcused Hours	Consequence
24 Unexcused Hours	Coaching Discussion
32 Unexcused Hours	Verbal Warning
40 Unexcused Hours	Written Warning
48 Unexcused Hours	2 Days Suspension Without Pay
56 Unexcused Hours	Review of Termination with General Manager

**2.12 No-Call / No-Show**

Not reporting to work and not calling to report the absence is considered a no-call / no-show and is a serious matter. Upon notification from the team manager, a no-call / no show will be reviewed by the Administrative Services Manager and/or General Manager to determine appropriate discipline, up to and including termination. **Any no-call / no-show for three or more days constitutes job abandonment and will result in immediate termination of employment.**

	<p><b>Title:</b> Mason Transit Authority Sick Leave Policy</p> <p><b>Number:</b> 310</p> <p><b>Effective:</b> September 20, 2022</p> <p><b>Cancel:</b> Resolution No. 2020-04</p> <p><b>Prepared by:</b> LeeAnn McNulty, Administrative Services Manager</p> <p><b>Approved by:</b> Authority Board Resolution No. 2022-12</p>
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If the discipline process for attendance has already begun with an employee when a no-call / no-show occurs, the disciplinary process may be accelerated up to and including termination.

Management may consider extenuating circumstances when determining discipline for a no-call / no-show and may exercise discretion in such case (for example, if the employee is in a serious accident and is hospitalized).

**2.13 Use of Vacation Leave for Sick**

Accrued vacation leave may only be used to cover a qualifying sick leave absence when the event is pre-arranged and there is capacity to accommodate based on CBA language, seniority and/or department needs. Per each collective bargaining agreement and the employee handbook, the use of vacation leave must be approved in advance.

**2.14 Leave without pay (LWOP) for Sick**

In cases where no sick leave is available, the use of vacation leave has not been pre-arranged or there is no vacation leave available, the employee will be in a LWOP situation. Unexcused LWOP absences do count toward unexcused hours and may be subject to progressive discipline.

**3.0 Definitions**

- "Family member" is defined as a child (including biological, adopted, foster, step, in loco parentis, or legal guardian) or parent (including biological, adopted, foster, step, de facto, or legal guardian) to the employee or the employee's spouse/registered domestic partner, a spouse, registered domestic partner, grandparent, grandchild, or sibling.
- "Health-related reason" means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closures for inclement weather.
- "Commencement of employment" means no later than the beginning of the first day on which the employee is authorized or required by the employer to be on duty on the employer's premises or at a prescribed workplace.



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<b>Number:</b>	310
<b>Effective:</b>	September 20, 2022
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<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board Resolution No. 2022-12

- “Excused absence” is defined as a Time Off Request submitted in advance and approved by the Manager/Supervisor.
- “Unexcused absence” is defined as a call out or no-show on a scheduled workday without an approved Time-off Request.

“Pattern Absence” is defined as an absence that shows a pattern such as but not exclusive to unexcused absences the day before or after a scheduled holiday, vacation, or personal day; on a desirable day off, a specific day of the week, or a weekend; a specific or unique work day; or as sick leave is accrued.

“LWOP” is defined as an absence where there is no available vacation, sick or personal hours to cover an absence.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 6B – *Actionable*  
**Subject:** Update to WA Paid Family & Medical Leave Policy (POL-311)  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Background:**

This policy was approved by the Board in 2019. This update relates to an employee's use of Washington Paid Family and Medical Leave and clarifies that the employee is required to properly file a claim for the corresponding day of leave with the Washington Employment Security Department. It also provides that MTA reserves the right to require employee confirmation of filing.

This updated policy has been reviewed by the Policy Review Committee, Summit Law and MTA Legal Counsel.

**Summary:** Approve update to Washington Paid Family & Medical Leave Policy (POL-311).

### **Fiscal Impact:**


None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2022-13 that approves the revised Washington Paid Family & Medical Leave Policy (POL-311).

	<p><b>Title:</b> Washington Paid Family &amp; Medical Leave</p> <p><b>Number:</b> 311</p> <p><b>Effective:</b> <del>January 1, 2020</del> <u>September 20, 2022</u></p> <p><b>Cancel:</b> <del>N/A</del> <u>Resolution No. 2019-38</u></p> <p><b>Prepared by:</b> LeeAnn McNulty, Administrative Services Manager</p> <p><b>Approved by:</b> Authority Board <del>Resolution No. 2019-22-38</del> <u>13</u></p>
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**POL-311 WASHINGTON PAID FAMILY & MEDICAL LEAVE**

This policy applies to all non-represented Mason Transit Authority (MTA) employees and those in collective bargaining agreements in existence after October 19, 2017. Employees covered by a collective bargaining agreement in existence prior to October 19, 2017 will be eligible for benefits once the agreement expires, and once the benefits take effect January 1, 2020.

**1.0 Purpose**

**1.1** The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons.

**2.0 Policy**

**2.1 Program Application**

This policy provides a summary of the PFML program. Employees may obtain additional information at [www.paidleave.wa.gov](http://www.paidleave.wa.gov). To the extent an issue is not addressed in this policy, MTA will administer this benefit program consistent applicable statutes and regulations.

**2.2 Eligibility**

Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

- Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.
- Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for MTA for at least 12 months and have worked 1250 hours in the last year).

An employee is ineligible for PFML benefits during any period of suspension from employment or during which the employee works for remuneration or profit (e.g., outside employment or contracting).



**Title:** Washington Paid Family & Medical Leave  
**Number:** 311  
**Effective:** ~~January 1, 2020~~ September 20, 2022  
**Cancels:** ~~N/A~~ Resolution No. 2019-38  
**Prepared by:** LeeAnn McNulty,  
Administrative Services Manager  
**Approved by:** Authority Board  
~~Resolution No. 2019-22-3813~~

### 2.3 Leave Entitlement

Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PMFL leave may be taken for the following reasons:

- Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.
- Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

### 2.4 Payroll Deductions

The PFML program is funded through premiums collected by ESD via payroll deductions and MTA contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, Mason Transit Authority will modify payroll practices to reflect those statutory changes.

### 2.5 PFML Application Process

An employee must apply to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website ([www.paidleave.wa.gov](http://www.paidleave.wa.gov)). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.



**Title:** Washington Paid Family & Medical Leave  
**Number:** 311  
**Effective:** ~~January 1, 2020~~ September 20, 2022  
**Cancel:** ~~N/A~~ Resolution No. 2019-38  
**Prepared by:** LeeAnn McNulty,  
Administrative Services Manager  
**Approved by:** Authority Board  
Resolution No. ~~2019-38~~ 2022-3813

## 2.6 Notification Requirements

An employee must provide written notice to MTA Administrative Services Manager of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the MTA, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, MTA will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt Mason Transit Authority operations.

If taking leave intermittently, an employee must notify MTA each time PFML leave is taken so that ~~the~~ MTA may properly track leave use.

For any PFML leave day to be permitted under this policy the employee must file a claim for the corresponding day of leave with ESD. MTA reserves the right to require employee confirmation of application to ESD for PFML benefit days and will consider any PFML day that benefits were not applied for as an unapproved absence.

## 2.7 PFML Monetary Benefits

If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000 per week. ESD's website is expected to include a benefits calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. MTA





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<b>Cancel:</b>	<a href="#">N/A Resolution No. 2019-38</a>
<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board <a href="#">Resolution No. 201922-3813</a>

will allow the use of paid leave accruals during the seven-day waiting period, this leave is not considered as a supplemental benefit to PFML as the employee will have not received a PFML benefit during this time.

Paid leave accruals (vacation, sick leave, floating holidays, compensatory time, or any other accrued leave) are not supplemental to PFML. An employee may elect to use such accrued leave during a PFML-covered absence, although the receipt of accrued leave must be reported to ESD as part of the PFML claims process and will result in a pro-rated weekly PFML benefit. Important note: failure to report the receipt of accrued leave may result in an overpayment by ESD, which ESD may recoup from the employee.

## 2.8 Coordination with Other Benefit Programs

When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of MTA policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to MTA policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

## 2.9 Job Restoration; Return to Work

An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (*e.g.*, the employee's position or shift was eliminated for reasons unrelated to the leave). MTA may require a Job Analysis/Return to Work form from a health care provider before restoring the employee to work following PFML leave where the employee has taken leave for the employee's own serious health condition. In certain situations, the Employee may be required to provide both a Job Analysis/Return to Work form from both a certified medical examiner, and personal physician achieving concurrence before returning to work. Should a safety sensitive employee be out more than 90 days, they will be subject to a USDOT Pre-Employment drug test.

Under certain conditions, MTA may deny job restoration to a salaried employee who is among the highest paid ten percent of Mason Transit Authority employees. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify MTA as soon as possible.

**RESOLUTION NO. 2022-13**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING THE REVISED WASHINGTON PAID FAMILY & MEDICAL  
LEAVE POLICY (POL-311) AND SUPERSEDING AND REPLACING IN  
FULL ANY PREVIOUSLY ADOPTED OR APPROVED WASHINGTON PAID  
FAMILY & MEDICAL LEAVE POLICY, INCLUDING RESCINDING  
RESOLUTION NO. 2019-38.**

**WHEREAS**, the Washington Paid Family & Medical Leave Policy (POL-311) was last approved by the Mason Transit Authority Board in 2019; and

**WHEREAS**, the policy has been updated to reflect the employee’s responsibility to file a claim for the corresponding day of leave with the Washington Employment Security Department;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the revised Washington Paid Family & Medical Leave Policy (POL-311) shall supersede and replace in full any previously adopted or approved Mason Transit Authority Sick Leave Policy, including rescinding Resolution No. 2019-38.

Adopted this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Sandy Tarzwell, Chair

\_\_\_\_\_  
John Campbell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Eric Onisko, Authority Member

\_\_\_\_\_  
John Sheridan, Authority Member


\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Sharon Trask, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

	<p><b>Title:</b> Washington Paid Family &amp; Medical Leave</p> <p><b>Number:</b> 311</p> <p><b>Effective:</b> September 20, 2022</p> <p><b>Cancel:</b> Resolution No. 2019-38</p> <p><b>Prepared by:</b> LeeAnn McNulty, Administrative Services Manager</p> <p><b>Approved by:</b> Authority Board Resolution No. 2022-13</p>
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<b>Cancels:</b>	Resolution No. 2019-38
<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board Resolution No. 2022-13

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<b>Prepared by:</b>	LeeAnn McNulty, Administrative Services Manager
<b>Approved by:</b>	Authority Board Resolution No. 2022-13

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<b>Approved by:</b>	Authority Board Resolution No. 2022-13

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Under certain conditions, MTA may deny job restoration to a salaried employee who is among the highest paid ten percent of Mason Transit Authority employees. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify MTA as soon as possible.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 6C – *Actionable*  
**Subject:** Update to Employee Handbook  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Background:**

The most recent amendment to the Employee Handbook was approved by the Board in 2021. This update revises Section 4-2 Paid Family & Medical Leave (PFML) of the Employee Handbook. The revision aligns the Employee Handbook with the update to the Washington Paid Family & Medical Leave Policy (POL-311) and relates to an employee's use of Washington Paid Family & Medical Leave and clarifies that the employee is required to properly file a claim for the corresponding day of leave with the Washington Employment Security Department.

Additionally, Legal Counsel has recommended that the legal standard be updated in connection with religious accommodations in Section 1-2 Equal Employment Opportunity.

The update in Section 4-2 above was reviewed and approved by the Policy Review Committee, including legal counsel.

The update in Section 1-2 was recommended following the Policy Review Committee. Staff felt it was in the best interest of MTA to bring it to the Board for approval, rather than delaying until the next Policy Committee meeting.

**Summary:** Approve the updated Employee Handbook dated September 20, 2022.

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2022-14 that approves the updated Mason Transit Employee Handbook dated September 20, 2022.



# Mason Transit Authority Employee Handbook



Presented to Policy Committee: 04/01/2021  
Amendment Presented to Policy Committee: 12/02/2021

Presented to Board: 04/20/2021  
Amendment Presented to Board: December 21, 2021  
Approved by Board: December 21, 2021  
Amendment Approved by Board: [September 20, 2022]

## ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Mason Transit Authority. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors, Managers and Administrative Services also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Mason Transit Authority adheres to the policy of employment at will, which permits MTA or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No MTA representative other than the General Manager may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate MTA policy or collective bargaining documents. These MTA documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general MTA guidelines. MTA may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and General Manager.

This handbook is intended to give employees a broad summary of things they should know about Mason Transit Authority. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Mason Transit Authority, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about MTA or its personnel policies and practices.

**This handbook is subject to the terms of any applicable collective bargaining agreement.**

This handbook supersedes all prior handbooks.

# Table of Contents

Section 1 - Principles of Employment .....	6
1-1 Introduction .....	8
1-2 Equal Employment Opportunity.....	8
1-3 Employee Rights to Equal Pay and Opportunities .....	9
1-4 Title VI .....	9
1-5 Reasonable Accommodations .....	9
1-6 Pregnancy Accommodations .....	10
1-7 Unlawful Harassment .....	11
1-8 Sexual Harassment .....	12
1-9 Drug-Free and Alcohol-Free Workplace.....	13
1-10 Workplace Violence .....	13
1-11 Whistleblower Act.....	14
Section 2 - Operational Policies .....	16
2-1 Employee Classifications .....	16
2-2 Probation Period .....	16
2-3 Employee Service Credit.....	16
2-4 Your Employment Records .....	17
2-5 Timekeeping Procedures .....	17
2-6 Overtime .....	18
2-7 Rest and Meal Breaks for Non-Exempt Employees.....	18
2-8 Travel Time for Non-Exempt Employees .....	18
2-9 Safe Harbor Policy for Exempt Employees .....	19
2-10 Veteran’s Preference .....	20
2-11 Your Paycheck.....	20
2-12 Direct Deposit.....	21
2-13 Salary Advances .....	21
2-14 Performance Review .....	21
2-15 Job Postings .....	21
2-16 Transfer/Promotion.....	22
2-17 Voluntary Reduction .....	22
2-18 Reclassification.....	22
2-19 Interim or Temporary Appointments for Exempt Positions.....	23
2-20 Mandatory Acting Appointments .....	23
Section 3 - Benefits .....	24
3-1 Benefits Overview .....	24
3-2 Paid Holidays.....	24
3-3 Paid Vacations .....	25
3-4 Paid Personal Days .....	26
3-5 MTA Sick Leave .....	27

3-6 WA Paid Sick Leave .....	27
3-7 Washington Family Care Act .....	27
3-8 Workers' Compensation .....	28
3-9 Jury Duty .....	28
3-10 Bereavement Leave .....	29
3-11 Voting Leave .....	29
3-12 Insurance Programs .....	29
3-13 Long-Term Disability Benefits.....	30
3-14 Salary Continuation .....	30
3-15 Employee Assistance Program .....	30
3-16 Smoking Cessation Incentive .....	31
3-17 Retirement Plan .....	31
3-18 Education Assistance Program .....	31
3-19 Extended Medical Benefits - COBRA .....	32
3-20 Vacation Payout.....	32
3-21 Sick Leave Payout .....	32
3-22 Observance of Religious Holidays .....	32
3-23 Uniforms.....	33
Section 4 - Leaves of Absence .....	34
4-1 Family and Medical Leave Act .....	34
4-2 Paid Family and Medical Leave (PFML).....	38
4-3 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking; Safety Accommodation.....	41
4-4 Pregnancy and Childbirth Leave .....	41
4-5 Military Leave .....	42
4-6 Leave Without Pay (LWOP) .....	42
4-7 Return to Work Policy.....	43
Section 5 - General Standards of Conduct .....	45
5-1 Workplace Conduct.....	45
5-2 Punctuality and Attendance.....	46
5-3 Inclement Weather.....	46
5-4 Use of Social Media .....	46
5-5 Inspections .....	47
5-6 Smoking in Public Places .....	47
5-7 Personal Visits and Telephone Calls .....	48
5-8 Solicitation and Distribution.....	48
5-9 Bulletin Boards .....	48
5-10 Confidential Information .....	48
5-11 Conflict of Interest and Business Ethics.....	48
5-12 Health and Safety .....	49
5-13 Hiring Relatives/Employee Relationships.....	50
5-14 Employee Dress and Personal Appearance .....	50

5-15 Publicity/Statements to the Media.....50  
5-16 Operation of Vehicles.....51  
5-17 Business Expense Reimbursement.....51  
5-18 If You Must Leave Us .....51  
Section 6 – Use of Information Technology.....53  
6-1 Use of Communications and Computer Systems .....53  
6-2 Personal and Company-Provided Portable Communication Devices .....54  
6-3 Use of Facilities, Equipment and Property, Including Intellectual Property .....55

## Section 1 - Principles of Employment

### **MASON TRANSIT AUTHORITY STATEMENTS OF VISION, MISSION & GUIDING PRINCIPLES**

***Vision*** ~ Driving our community forward.

***Mission*** ~ We provide transportation choices that connect people, jobs, and community, increasing the quality of life in Mason County.

***Our Guiding Principles*** ~ We believe that public transportation and personal mobility are essential to the economic vitality, environmental stability, and quality of life in Mason County. Our core values guide our actions each day:

- ***Service Excellence:*** We go beyond the expectations of our customers and provide inspirational leadership to deliver safe, comfortable, and reliable service; we see today's best service as our motivation to make tomorrow's even better.
- ***Safety:*** We provide and enforce a safe and secure environment for our customers, community and teammates through awareness, consistent training, and allocation of resources.
- ***Professionalism:*** We conduct our work transactions with integrity, fiscal responsibility and transparency. We engage the community in our decision making by sharing information and encouraging public involvement.
- ***Teamwork:*** We achieve our greatest success as a team. We embrace diversity, support each other and treat each other with respect, and use meaningful communication.
- ***Partnerships:*** We explore and build collaborative and healthy alliances to promote and advance our mission.
- ***Innovation:*** We constantly explore ways to improve. We celebrate inspiration, creativity, initiative and courage in all things to promote an exceptional customer service experience.



## **TEAM CULTURE...** *Drives Our Vision, Mission & Guiding Principles*



- Professionalism
- Personal Responsibility
- Transparency & Accountability
- Inspirational



- Safety
- Partnerships
- Respectful Relationships
- Collaboration



- Innovation
- Informed Decision Making
- Outstanding Service
- Beyond Expectations



**MASON TRANSIT AUTHORITY**

## 1-1 Introduction

For employees who are commencing employment with Mason Transit Authority (or “MTA”), on behalf of Mason Transit Authority, the Management Team extends a warm and sincere welcome. You are joining a team of highly committed people.

For employees who have been with us, thank you for your past and continued service.

We extend our personal best wishes for success and happiness here at Mason Transit Authority. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

## 1-2 Equal Employment Opportunity

Mason Transit Authority is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability, sex, pregnancy, marital status, status as a domestic violence victim, veteran status, sexual orientation, gender identity or expression, genetic information, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

MTA will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the Administrative Services Manager know.

Mason Transit Authority will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation would cause no more than de minimis cost on MTA’S operation/business ~~does not pose an undue hardship on MTA's operations~~. If employees wish to request such an accommodation, they should contact the Administrative Services Manager.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Administrative Services Manager. MTA will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Administrative Services Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

*(See POL-307 for details)*



### 1-3 Employee Rights to Equal Pay and Opportunities

Washington State’s Equal Pay Opportunity Act requires MTA to provide equal pay and career advancement opportunities to employees, regardless of gender. The act promotes fairness among workers through:

1. MTA provides equal compensation to “similarly employed” workers, except for some specific reasons unrelated to gender. “Similarly employed” means the same employer and similar working conditions, skills, effort and responsibility.
2. MTA does not limit or provide career advancement opportunities based on gender.
3. MTA does not stop employees from disclosing their wages to other workers or require agreements with employees that stop them from disclosing their wages.
4. MTA does not take any negative action against an employee for:
  - a. asking or talking about wages with other workers,
  - b. asking MTA to provide a reason for the employee’s wages or lack of opportunity for career advancement,
  - c. helping or encouraging a fellow worker to take an action protected by the Equal Pay Opportunity Act, filing a complaint, taking any action protected by the Equal Pay Opportunity Act.

*(See POL-307 for details)*

### 1-4 Title VI

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance.

Mason Transit Authority is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

*(See POL-203 Title VI Policy and Plan for details.)*

### 1-5 Reasonable Accommodations

MTA provides reasonable accommodations to persons, employees or applicants for employment who qualify as individuals with disabilities under the Americans with Disability Act (ADA) of 1990 and the Washington State Law Against Discrimination (Chapter 49.60 RCW). A qualified individual with a disability is a person with a sensory, mental or physical condition that is medically diagnosable who (i) satisfies the job requirements for educational background, employment experience, skills, licenses and any other qualification standards that are job related; and (ii) is able to satisfactorily perform all functions that are essential to the job, with or without reasonable accommodation.

Qualified individuals with disabilities have the right to request and receive reasonable accommodations in all aspects of employment. MTA will initiate interactive process if there is a request for an accommodation from an employee or applicant. The Administrative Services Department has the

responsibility to receive requests for accommodation, review possible options in conjunction with the employee or applicant and the affected manager, and recommend an appropriate accommodation. Such accommodations may include, but not be limited to, establishing a temporary part-time or modified work schedule, job restructuring, transitional duty, purchasing or modifying equipment or devices, making facilities accessible and modifying existing policies or extended unpaid medical leave of absence. When more than one reasonable accommodation exists, the agency will select the accommodation to be provided. Supervisors and managers should document and forward to the Administrative Services Department any initial information received from an employee about a potential qualifying disability as well as any request for an accommodation.

Reasonable accommodations will be provided in accordance with all applicable federal and state laws to provide equal employment opportunity to persons with disabilities.

It is the responsibility of the employee or applicant to provide a written request of the accommodation desired, as well as a completed Health Care Certification form completed by the employee or applicant's health care provider outlining the nature of the disability, work-related restrictions, and if known, the accommodations needed. Those who fail to provide such information may forfeit their eligibility for reasonable accommodation. Mason Transit Authority has no obligation to create vacant positions, to offer reassignment to promotional positions, to waive job qualifications or essential functions in the accommodation process, or to grant an accommodation that would cause an undue hardship on the agency. MTA is committed to providing reasonable accommodation wherever and whenever possible to qualified persons with disabilities, but this does not constitute an express or implied contract.

### **Lactation Breaks**

Mason Transit Authority will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

MTA will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. MTA may not be able to provide additional break time if doing so would seriously disrupt MTA's operations, subject to applicable law. Please consult the Administrative Services Manager with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **1-6 Pregnancy Accommodations**

In compliance with Washington law, Mason Transit Authority will not discriminate against an employee in relation to pregnancy and pregnancy-related health conditions. MTA will endeavor to provide reasonable accommodations for conditions related to pregnancy and pregnancy-related health conditions, unless the accommodation would pose an undue hardship on MTA's program, enterprise, or business. Reasonable accommodations include:

1. providing more frequent, longer or flexible restroom breaks;
2. modifying a no food or drink policy;
3. job restructuring, part-time or modified work schedules, reassignment to a vacant position or acquiring or modifying equipment, devices, or an employee's work station;
4. providing seating or allowing the employee to sit more often if the employee's job requires the employee to stand;
5. providing for a temporary transfer to a less strenuous or less hazardous position;
6. providing assistance with manual labor and limits on lifting;
7. scheduling flexibility for prenatal visits; and
8. any further pregnancy accommodation an employee may request, and to which MTA must give reasonable consideration in consultation with information provided on pregnancy accommodation by the Washington Department of Labor and Industries or the attending health care provider of the employee.

MTA may request that the employee provide a written certification from the employee's treating health care professional regarding the need for reasonable accommodation except for accommodations listed in points 1, 2 and 4 above or limits on lifting subject to applicable law.

MTA will not take adverse action against an employee who requests, declines or uses an accommodation. Further, MTA will not deny employment opportunities to an otherwise qualified employee or prospective employee if such denial is based on MTA's need to reasonably accommodate an employee's or prospective employee's condition related to pregnancy, childbirth, or a related medical condition. Additionally, MTA will not require an employee to take leave if another reasonable accommodation can be provided for the employee's pregnancy and pregnancy-related health conditions.

If employees have any questions about or would like to request a reasonable accommodation, they should contact the Administrative Services Manager.

## **1-7 Unlawful Harassment**

It is Mason Transit Authority's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation, gender expression or identity, or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

Unlawful harassment encompasses unwelcome conduct that is based upon a person's protected status and that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Forms of unlawful harassment include, but are not limited to:

- Verbal: repeated sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats, mocking remarks, or suggestive or insulting sounds;
- Visual/Non-verbal: derogatory posters, cartoons, drawings or emails, suggestive objects or pictures, graphic commentaries, leering, or obscene gestures;

- Physical: unwanted physical contact including touching, interference with an individual's normal work movement, or assault; and

If an employee feels that he or she has been subjected to conduct which violates this policy, or has observed harassing behavior toward another person, he or she should immediately report the matter to the Administrative Services Manager. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the General Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. MTA reserves the right to impose discipline up to and including termination of employment for offensive behavior, regardless of whether the behavior rises to the level of a violation of law. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, MTA will not allow any form of retaliation against individuals who in good faith report harassing conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

*(See POL-308 for details.)*

## **1-8 Sexual Harassment**

It is Mason Transit Authority's policy to prohibit harassment of any employee by any supervisor, employee, customer, or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within MTA. It is to ensure that at MTA all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If an employee feels that he or she has been subjected to conduct which violates this policy, or has observed another person being subjected to such behavior, the employee should immediately report the matter to the Administrative Services Manager. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact the General Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should

contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. MTA reserves the right to impose discipline up to and including termination of employment for sexually offensive behavior, regardless of whether the behavior rises to the level of a violation of law. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, MTA will not allow any form of retaliation against individuals who in good faith report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels they have been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

*(See POL-308 for details.)*

## **1-9 Drug-Free and Alcohol-Free Workplace**

All Mason Transit Authority employees are subject to the provisions of the Drug-Free Workplace Act of 1988. All covered employees are required to submit to drug and alcohol tests as a condition of employment. Covered employees include those with safety-sensitive functions who operate a revenue service vehicle in or out of revenue service, operate a non-revenue vehicle requiring a commercial driver's license, control movement or dispatch of a revenue service vehicle, or maintain (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service.

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, it is the responsibility of employees to determine if they are fit for duty and to remove themselves from service if they are experiencing any adverse effects from any drug or medication.

Additional details can be found within POL-301 Drug and Alcohol Policy, which complies with 49 CFR Part 655 and 49 CFR Part 40, as amended.

## **1-10 Workplace Violence**

Mason Transit Authority is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to MTA and personal property.

Mason Transit Authority does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Mason Transit Authority specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Mason Transit Authority does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment; anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular

person or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in MTA policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

## **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any MTA employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Due to the potential for misunderstandings, joking about any of the above is also prohibited. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto MTA premises.

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If MTA determines, after an appropriate good faith investigation, that someone has violated this policy, MTA will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our work environment. Indeed, Mason Transit Authority wants to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## **1-11 Whistleblower Act**

The [Washington State Whistleblower Act of 1982](#) provides protection for public employees who report suspected improper government action. Any public employee may report suspected improper governmental action by reporting it to the General Manager, Administrative Services Manager, or the Board. “Improper government action” is action taken in the performance of an employee’s official duties that:

- Results in mismanagement or gross waste of public funds;
- Is a violation of any federal or state law or rule; or
- Is of substantial and specific danger to the public health or safety.

MTA encourages employees to report such actions and will protect employees from retaliation for such reporting made in good faith.

*(See POL-305 Whistleblower Protection Policy for details.)*

## Section 2 - Operational Policies

### 2-1 Employee Classifications

For purposes of this handbook, all employees fall within one or more of the classifications below.

**Regular Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Regular Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Worker/Driver** – Employees who operate a routed commuter bus to their primary employment site at Puget Sound Naval Shipyard.

**On-Call Employees** - Employees whose schedules are directed by the needs of the transit system and may only work one day per week or for a specified period of time each year.

**Temporary Employees** – Employees who are hired for a period of six months or less.

**Safety-Sensitive Employees** - Jobs in which alcohol or drug use could threaten the safety of any other person in the workplace. All positions in the Operations, Facilities and Maintenance departments are considered safety-sensitive.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2 Probation Period

The first six months of your employment is an introductory probation period. This is an opportunity for MTA to evaluate the employee's performance. It also is an opportunity for the employee to decide whether they are happy being employed by MTA. MTA may extend the introductory period if necessary. Completion of the introductory period does not alter an employee's at-will status. Mason Transit Authority will conduct a formal performance review at the end of the probation period.

### 2-3 Employee Service Credit

“Length of service” refers to the length of time that our employees spend as active Full-Time or Part-Time Employees with Mason Transit Authority. Service begins on the day you become a Full-Time or Part-Time Employee.

Length of service may be used in determining certain work assignments, shifts, employee benefits, such as time-off benefits. Employees will not lose credit for service with MTA, when transferring to another



position provided they return to their previous position within two (2) complete shift bids of the current position. If the employee returns to their previous position their pay shall revert to the level appropriate to the current compensation plan, and they shall regain their previous seniority status. The Administrative Services Manager will discuss this issue with any rehired employee upon hire.

*(See respective collective bargaining agreement.)*

## **2-4 Your Employment Records**

MTA maintains personnel records for each employee. While these files are MTA property, employees have the right to review their own personnel file, in the presence of the Administrative Services Manager or designee, at a mutually convenient time. Employees may request copies of anything in their personnel files. Employees can add their own version of any disputed item to the personnel file. The employee's team manager, the Administrative Services Manager, and the General Manager may also examine employee personnel files.

The employee should keep his or her personnel file up to date by informing the Administrative Services Manager of any changes. The employee also should inform the Administrative Services Manager of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

## **2-5 Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Actual time worked does not include meal periods, or non-worked CBA guaranteed pay time. Employees are required to add appropriate notes to their timecard notating any variances from their scheduled shift.

Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report days of absence from work for reasons such as leaves of absence, sick leave or personal business that exceed 4 hours in the day.

Non-exempt employees may not start work until their scheduled starting time without being preapproved.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

## 2-6 Overtime

Occasionally, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

**Non-exempt employees may work overtime only with prior management authorization.**

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends at 12 a.m. on the following Saturday.

## 2-7 Rest and Meal Breaks for Non-Exempt Employees

In compliance with state and federal law and to encourage employees to refresh and re-energize during the day, non-exempt employees are required to take rest and meal breaks, as directed, during work hours. Employees are expected to take a paid 15-minute break during every four-hour period of work. Most employees are able to take intermittent breaks, throughout that period, which total 15 minutes. If this is not possible, a break must be scheduled. In most cases, employees should not work more than three hours without a break.

In addition, employees who work longer than five hours will be scheduled for an unpaid meal period of at least thirty minutes if the employee is still on the clock. The time when meal periods are scheduled varies between departments, depending on the needs of each department. Your team manager will assign your meal period schedule.

During unpaid meal breaks, employees are completely relieved of job duties. MTA reserves the right to schedule or reschedule meal and rest periods to meet the operational needs of MTA.

Represented employees should refer to their respective collective bargaining agreement for other specifics relating to Rest and Meal Breaks.

## 2-8 Travel Time for Non-Exempt Employees

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods), on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

## **Out-of-Town Trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things, meal periods.

## **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

## **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. The time it takes an employee to travel to any of MTA's workplaces to start their shift is considered non-compensable. However, it would include the time it takes to get from one MTA location to another.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate. Non-exempt employees may be required to flex their time when possible to minimize overtime as a result of work travel.

To the extent that applicable state law provides greater benefits, state law applies.

*(See POL 402 Travel and Travel Reimbursement Policy for details.)*

## **2-9 Safe Harbor Policy for Exempt Employees**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Mason Transit Authority. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- absences for personal reasons exceeding 4 hours in the day;

- absences for sickness or disability exceeding 4 hours in the day;
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- medical leave absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or vision premiums; state, federal or local taxes; and/or social security.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences less than 4 hours for personal reasons, sickness or disability;
- an absence because the employer has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness, or disability.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact the Administrative Services Manager or any other supervisor in Mason Transit Authority with whom the employee feels comfortable. No employee will be subjected to retaliation for raising a concern about an improper pay deduction.

## 2-10 Veteran's Preference

Veterans will be given preference in the selection process for filling vacant positions, in compliance with state law ([RCW 41.04.005](#), [41.04.010](#) and [73.16.010](#)). To claim Veteran's Preference, applicants must complete a *Veteran's Preference Declaration*.

## 2-11 Your Paycheck

The employee will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, MTA is required to make deductions for Social Security, federal income tax and any other appropriate taxes or deductions. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received for non-exempt employees.

If there is an error in an employee's pay, the employee should bring the matter to the attention of the Administrative Services Department immediately so MTA can resolve the matter quickly and amicably.

## **2-12 Direct Deposit**

Mason Transit Authority pays employees through the use of direct deposit. Authorization forms are available within Paylocity. Employees may opt to receive a check instead of direct deposit.

## **2-13 Salary Advances**

Mason Transit Authority does not permit advances on paychecks or against accrued paid time off.

## **2-14 Performance Review**

Mason Transit Authority endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions and demotions are determined by and at the discretion of management and respective collective bargaining agreements.

In addition to these formal performance evaluations, MTA encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

## **2-15 Job Postings**

Mason Transit Authority is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements:

- Should be a current, regular, full-time, or part-time employee;
- Been in your current position for at least three months;
- Maintain a performance rating of satisfactory or above;
- Maintain an exemplary safety record;
- Should not be on an employee conduct/performance-related probation or warning;
- Must meet the job qualifications listed on the job posting; and
- Required to provide the employee's manager with notice prior to applying for the position.

If the employee finds a position of interest on the job posting website and meets the eligibility requirements, they are encouraged to apply in order to be considered for the position. MTA will post all vacancies, job openings and new classifications and it shall remain open 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. MTA reserves the right to seek applicants

solely from outside sources or to post positions internally and externally simultaneously if the vacant position is at the lowest classification level, or on approval of the General Manager where there is a need to fill the position without delay.

For more specific information about the program, refer to the appropriate collective bargaining agreement or contact the Administrative Services Manager.

## **2-16 Transfer/Promotion**

An employee may apply and be selected for another position in MTA. The employee may be hired at the new range, depending on qualifications for the position.

## **2-17 Voluntary Reduction**

A regularly appointed employee may reduce or be reduced to a vacant position in a lower classification for his or her personal reasons or for reasons of organizational change, reduction in force, disability accommodation or because of poor job match or work performance upon approval of the General Manager. No selection process is required; however, the employee must be able to demonstrate that he or she meets the minimum qualifications for the lower classification. An employee so reduced must successfully complete the probation review period if he or she has not successfully completed an initial probation review period.

## **2-18 Reclassification**

Reclassification is a change in salary range and/or exempt status for a specific position, as a result of a significant increase or decrease in the level of responsibilities, tasks, duties and skills required in the current position. A reclassification is not appropriate for a change in volume of work at the current level of responsibility.

When the duties of a position materially change, an employee may request a reclassification study with the approval of his/her team manager. Administrative Services will provide a Position Description Questionnaire for the employee to complete and review with the team manager. The team manager will forward the completed and approved questionnaire to the Administrative Services Manager recommending a reclassification study. The Administrative Services Manager will conduct a review of the position. Together the team manager and Administrative Services Manager will make a determination if the position should or should not be reclassified and will provide written notification to the employee of the reclassification decision.

If the employee disagrees with the reclassification decision, the employee should discuss the outcome with their team manager and Administrative Services Manager. If, after that discussion, the employee would still like to appeal the original decision, the appeal request, with written reasons for disagreement, may be submitted to the General Manager within thirty days of receiving written notification of the reclassification decision. Request for reclassifications are accepted only in the fall of each year. The MTA Board makes final approval with budget adoption in their December board meeting. All reclassifications become effective the first of the year following budget approval.

If a position is reclassified, the incumbent will move to the new range that exceeds his/her current salary.

A reclassification resulting in placement in a lower salary range is not considered a demotion. If an employee's salary is higher than the top of the new range, the employee's current salary will be maintained until the reassigned salary range has met or exceeded the previous salary.

## **2-19 Interim or Temporary Appointments for Exempt Positions**

An employee may be temporarily assigned to another MTA position for reasons such as:

- Temporary staffing for a new program;
- Replacement of injured worker;
- Leave replacement; or
- To meet the business needs of MTA.

Where a position will be unattended for a significant period of time (generally more than more than 30 days), an interim or temporary appointment may be made. The team manager via a Personnel Action Request form (PAR) must authorize any interim/temporary appointment in advance, reflecting the assignment and salary change.

If an employee is temporarily appointed for more than 30 days, the employee's salary will be temporarily changed for the duration of the appointment. The salary for the interim/temporary appointment will exceed the employee's current salary by 5%.

## **2-20 Mandatory Acting Appointments**

Unlike other positions at MTA, the General Manager and Clerk of the Board positions cannot be vacant for more than one workday. Following a one-day absence in either position, a temporary appointment will be made to cover subsequent absences for reasons such as:

- The statutory requirement of MTA to have an active Clerk of the Board at meetings of the MTA Board;
- Leave replacements; or
- To meet the business needs of MTA.

The General Manager will authorize the Acting Clerk of the Board assignment, as well as the Acting General Manager assignment. If the General Manager is unable to authorize the Acting Clerk of the Board and Acting General Manager assignment, the Board will appoint the Acting representatives.

If the mandatory acting appointment is longer than 30 days, the employee's salary will be temporarily changed for the duration of the appointment. The salary for the mandatory acting appointment will exceed the employee's current salary by 5%.

## Section 3 - Benefits

### 3-1 Benefits Overview

In addition to good working conditions and competitive pay, it is Mason Transit Authority's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Mason Transit Authority provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Administrative Services Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Mason Transit Authority (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While MTA intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason, subject to any collective bargaining obligations.

If employees have any questions regarding benefits, they should contact the Administrative Services Manager, or refer to their current collective bargaining agreement.

### 3-2 Paid Holidays

The holiday schedule with specific dates is posted each year on the annual calendar. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday. ***Public Service may run on some holidays or observed holidays.*** Regular Full-Time, Regular Part-Time and Full-Time Worker Driver employees will be paid for the following holidays:



New Year's Day  
 Martin Luther King, Jr. Day  
 President's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans' Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Day

Back-up Worker Drivers must work the entire pay period to be eligible, regardless if they work for multiple drivers or the same one.

When holidays fall or are celebrated on a regular work day, eligible Regular Full-Time employees will receive eight (8) hours of holiday pay at their regular straight-time rate, eligible Regular Part-Time employees will receive four (4) hours of holiday pay at their straight-time rate, and Full-Time Worker Drivers will receive holiday pay for shift hours. All eligible employees who work on a holiday will receive holiday pay and hours worked at their regular straight-time rate.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee may reduce their vacation request by one day to allow for compensation of the holiday pay.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee may reduce their vacation request by one day to allow for compensation of the holiday pay.

Employees who are in a non-paid status both before and after the day of a holiday, or otherwise on a leave of absence without pay (LWOP) are not eligible for paid holidays.

Holiday hours are not counted as hours worked when calculating overtime for the week.

### 3-3 Paid Vacations

MTA appreciates how hard employees work and recognize the importance of providing time for rest and relaxation. MTA encourages employees to get this rest by taking vacation time. Regular Full-time employees accrue paid vacation time as follows:

# of Months	Hours Accrued/Pay Period
0-12	3.69
13-24	4.00
25-60	4.30
61-120	5.53
121+	7.38

Regular Part-Time employees accrue paid vacation time as follows:

# of Months	% Accrued/Pay Period
0-12	5.1%
13-24	5.5%
25-60	5.9%
61-120	7.6%
121+	10.2%

Regular Part-Time employees accrue paid vacation based on the number of worked hours in a pay period.

Worker Driver, On-Call, Interns and Temporary positions are not eligible to receive paid vacation.

Vacation leave begins accruing upon hire and becomes available for use after completing six months of employment. Vacation is paid out at 100% up to 240 hours when an employee leaves MTA

Use of vacation leave must be approved in advance by a manager/supervisor. Vacations shall initially be scheduled according to seniority, then on a first-come, first-served basis.

MTA shall have the right to establish a vacation schedule establishing the number of employees allowed vacation on given dates and/or shifts.

See applicable collective bargaining agreement for additional details regarding the vacation bidding process.

### **3-4 Paid Personal Days**

Regular Full-time employees are eligible to receive up to sixteen (16) hours personal leave per calendar year. During the calendar year in which a full-time employee is first hired, those full-time employees hired after June 30 will be eligible to receive eight (8) personal leave hours.

Manager's personal days are determined on a pro-rata basis with the Board's approval of the Non-Rep Compensation Plan each year.

Part-time employees are eligible to receive up to eight (8) personal leave hours per calendar year. During the calendar year in which a part-time employee is first hired, those part-time employees hired after June 30 will be eligible to receive four (4) hours personal leave.

Full-time Worker/Drivers are eligible to receive up to twenty-five (25) hours personal leave per calendar year. During the calendar year in which a full-time Worker/Driver is first hired, those full-time drivers hired after June 30 will be eligible to receive twelve and a half (12.5) personal leave hours.

Earned, unused personal days are forfeited at the end of the calendar year and are not paid out at separation. Personal days are replenished during the processing of the first payroll each year.

Full-Time employees must use personal leave in eight (8) hour increments. Part-Time employees must use personal leave in four (4) hour increments. Worker/Drivers must use personal leave in five (5) hour increments.

Personal days must be scheduled in advance. Management reserves the right in its sole discretion to deny any requests based on seniority or agency service needs.

### **3-5 MTA Sick Leave**

In addition to Washington Paid Sick Leave, full-time employees are eligible to receive up to 44 hours of MTA sick leave at the rate of 1.69 hours per bi-weekly pay period each year.

*(See POL-310 MTA Sick Leave Policy for details.)*

### **3-6 WA Paid Sick Leave**

MTA provides Washington Paid Sick Leave to all employees to use for qualifying reasons according to RCW 49.46.200.

*(See POL-309 WA Paid Sick Leave Policy for details.)*

### **3-7 Washington Family Care Act**

Consistent with the Washington Family Care Act, employees may use their choice of any accrued leave (*e.g.*, vacation, sick leave, personal leave) that they have available for their own use in order to care for their child, spouse, registered domestic partner, parent, parent-in-law or grandparent.

An employee may use available paid time off to care for his/her child where the child has a health condition requiring treatment or supervision, or where the child needs preventive care (such as medical, dental, optical or immunization services).

An employee may use available paid time off when a spouse, registered domestic partner, parent, parent-in-law, or grandparent has a “serious or emergency health condition,” which are conditions:

- Requiring an overnight stay in a hospital or other medical-care facility;
- Resulting in a period of incapacity or treatment or recovery following inpatient care;
- Involving continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or
- Involving an emergency (*i.e.*, demanding immediate action).

Employees are required to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. MTA reserves the right to require verification or documentation confirming a family member’s health condition when available leave is used to care for

that family member; provided, that if the employee elects to use Washington paid sick leave, verification procedures described in the WA paid sick leave policy will be applied.

### **3-8 Workers' Compensation**

All employees are covered for on-the-job injuries or illnesses through Washington State's worker's compensation insurance, administered by the Department of Labor and Industries (L&I) <http://www.lni.wa.gov/default.asp>. This state insurance program is designed to cover employees' medical costs and provide compensation for work time lost resulting from on-the-job accidents and injuries. Long-term remedies, such as vocational rehabilitation or cash settlements, are also possible. Entitlement to all such benefits will be determined by L&I.

Employees will receive regular pay for the day the injury occurred if they seek medical treatment at the time of injury. For example, an employee who normally works 8:00 AM to 5:00 PM, with an hour for lunch, is injured at 2:00 PM and goes to the doctor. Despite working only five hours, the employee will be paid for eight hours.

L&I provides time-loss payments, at a percentage of regular salary, for time off work from the date of injury until the employee returns to work, if the employee is off work for 14 consecutive days or more. If the employee returns to work prior to the 14th day following the injury, L&I pays time-loss from the fourth day until the employee returns to work. The employee will use sick leave to cover those first three days off work. If no sick leave is available, the employee will be on leave without pay, vacation or personal leave for those days.

Employees may also use sick leave or vacation leave to make up the difference between the amount paid for time-loss and regular pay.

Employees may be eligible for transitional modified duty work as part of L & I's Stay at Work program.

L&I does pay approved medical costs resulting from an on-the-job injury or illness, even if the employee does not miss work.

*(See POL-601 Providing Workers' Compensation and Transitional Work Assignments Policy for details.)*

### **3-9 Jury Duty**

Mason Transit Authority realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty. When an employee is excused from jury duty prior to the end of the workday, the employee is required to report back to work or check in with their supervisor.

Regular full-time employees will be paid their regular salary/wages for any period of service required as a juror that occurs during the employee's scheduled workday. 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 their manager. Employees will be reimbursed the difference between the daily jury stipend and their regular rate of pay. Employees are entitled to retain any expense payment.

### **3-10 Bereavement Leave**

The death of a family member is a time when employees wish to be with their families. For the purposes of this policy, immediate family includes a spouse, domestic partner, child, parent, sibling, stepparents, stepchildren, stepsiblings, grandparents, grandchildren, parents-in-law, son or daughter-in-law and brothers or sisters-in-law. Regular full-time employees are allowed a maximum of three 8-hour days (24 hours) of paid leave for the loss of an immediate family member when absent on regularly scheduled workdays, following the day of death. Regular part-time employees are allowed a maximum of three 4-hour days (12 hours). Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Mason Transit Authority may require verification of death. Bereavement days expire if not used within 6 months unless special accommodation is given.

### **3-11 Voting Leave**

MTA encourages each employee to exercise the right to vote. Washington State uses a vote by mail system, therefore in most situations, employees should be able to vote before or after work or by mail ballot. If this is not possible, employees may take up to two hours, with pay, to vote. This time must be requested in advance, and employees are generally expected to take the time off at the beginning or the end of the workday or whenever is most convenient for the agency.

### **3-12 Insurance Programs**

MTA provides a package of healthcare benefits, including medical, dental, vision, life, long-term disability and employee assistance programs. Medical and other insurance benefits begin on the first day of the first month following date of hire or status change. For eligible employees who qualify for and choose to purchase insurance coverage through MTA for themselves and/or their family, the employee's contribution will be deducted from the employee's paycheck. MTA will deduct the premiums from the first two pay periods of the month. For those months with three pay periods, the third pay period will not have premiums deducted.

In addition to the general information provided below, the most recent and specific details of each plan are available from Administrative Services. MTA reserves the right to change or discontinue any of these benefits at any time. The current benefit plan documents supersede any information provided in this handbook.

The General Manager may evaluate requests to extend healthcare benefits beyond an employee's termination date or in cases where an employee reduces hours due to a disability. Details of the amount and duration of any extension will be determined on a case-by-case basis.

### **Medical Insurance**

MTA provides subsidized medical insurance for eligible employees and their dependents. Employees will be provided with the current available choices of medical carriers. The General Manager evaluates requests to extend full-time benefits for certain positions when hours in that position have been reduced for business reasons from regular full-time hours to regular part-time hours.

### **Dental Insurance**

MTA provides subsidized dental insurance for eligible employees and their dependents. Employees will be provided with the current available choices of dental carriers.

### **Life Insurance**

MTA provides a flat amount \$48,000 subsidized life insurance with an additional \$1,000 basic dependent life insurance. A reduction of benefit begins at age 65. See Schedule of Insurance for details.

### **3-13 Long-Term Disability Benefits**

MTA offers Long-Term Disability (LTD) Insurance to help protect a certain level of income in the event an employee cannot work because of a covered illness or injury. Refer to the plan guide for details.

### **3-14 Salary Continuation**

Mason Transit Authority provides access to employee-paid AFLAC policies which can provide a source of income when accidents, sickness, cancer, or disability affects you or your family. Available as a payroll deduction, most AFLAC policies can be pre-taxed and will not affect nor interfere with your core insurance coverage.

### **3-15 Employee Assistance Program**

MTA provides access to EAP 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. Employees are encouraged to contact the EAP before a personal problem affects work performance. To proactively address performance issues, team managers may advise employees to contact the EAP. The phone number to schedule appointments is the same number as the 24-hour Crisis Services (800) 570-9315.

Team managers will not consider an employee's decision to interact or not to interact with the EAP when taking any disciplinary action.

### 3-16 Smoking Cessation Incentive

Employees who successfully quit smoking will be reimbursed 100% of the cost of the smoking cessation program, up to a maximum of \$100. Employees may submit a request for reimbursement after not smoking for 30 days, while also agreeing to repay the amount in full if they begin smoking within two years of being reimbursed. The “Smoking Cessation Reimbursement Agreement” form is available from Administrative Services.

### 3-17 Retirement Plan

There is no mandatory retirement age for MTA employees. MTA requests that an employee who plans to retire provide written notice of retirement to his/her team manager at least two weeks prior to retirement date. The employee’s team manager is responsible for notifying the Administrative Services Manager. The Finance Team is responsible for reporting the employee’s separation date to the Washington State Department of Retirement Systems.

To obtain retirement benefit information, employees must contact the Washington State Department of Retirement Systems (DRS) office in Olympia. This should be done at least 90 days in advance of the anticipated date of retirement. The employee’s social security number should be included on all correspondence. PERS retirees considering re-employment by MTA or any employer covered by one of the Washington State retirement systems should be aware that returning to work may affect their retirement benefits. Please contact the Department of Retirement Systems (DRS) prior to returning to work to discuss the impacts.

#### PERS CONTACT INFORMATION

##### Mailing:

WA State Department of Retirement Systems  
PERS  
PO Box 48380  
Olympia, WA 98504-8380  
Web site: <http://www.drs.wa.gov/>

##### Phone Information:

(360) 664-7000  
1-800-547-6657  
TDD: (360) 586-5450

### 3-18 Education Assistance Program

MTA supports employees who wish to continue their education to secure increased responsibility and growth within their professional careers. In keeping with this philosophy, the agency has established a reimbursement program for expenses incurred through approved institutions of learning. If you are a full-time regular employee and have completed one year of service, you are eligible for participation in

this program so long as the courses provide additional education to increase the competence in the employee's present job and to prepare for advancement in MTA.

*(See Policy 303 - Educational Assistance Program Policy.)*

### **3-19 Extended Medical Benefits - COBRA**

In compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) <http://www.dol.gov/ebsa/>, MTA offers continuing healthcare benefits to employees and their covered dependents who have lost insurance due to termination of employment, a reduction in work hours, resignation, retirement or death. Except in instances where termination is due to gross misconduct, employees and their covered dependents may continue coverage for a specified period of time at their own expense plus a 2% administration fee. Terminating employees should contact Administrative Services for information on continuing group health benefits.

### **3-20 Vacation Payout**

All accrued, unused Vacation Leave up to 240 hours will be paid upon resignation, termination or retirement, when an employee leaves MTA except as noted below. To be eligible for Vacation Payout employees must have satisfactorily completed probation. An employee who is discharged for misconduct or resigns in lieu of discharge for misconduct, will not be paid for any accrued but unused vacation. Vacation payout will be paid out in the payroll following the last payroll worked. Vacation payout will be made once confirmation that all agency property has been returned.

### **3-21 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), 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 MTA, the employee shall be paid for all accumulated MTA 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

### **3-22 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 accrued 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 for approval at least two (2) weeks prior to the requested day. The Department Manager will evaluate whether the employee's absence will cause an undue hardship to Mason Transit.

### **3-23 Uniforms**

MTA shall provide MTA-branded uniform work clothing and foul weather gear at no cost to non-represented employees as well as reimbursements for specific required items as appropriate for their department. MTA shall reimburse these individuals through the next payroll following submittal to payroll.

*(Represented employees should refer to their respective collective bargaining agreements.)*

## Section 4 - Leaves of Absence

### 4-1 Family and Medical Leave Act

#### Statement of Policy

The federal Family and Medical Leave Act (FMLA) provides eligible employees up to 12 workweeks of unpaid job protected leave per 12-month period for any one or more of the reasons listed below.

- The employees' own serious health condition that makes the employee unable to perform one or more of the essential functions of his/her position; or
- The physical or psychological care for a serious medical condition of an immediate family member (spouse, child, parent) of the employee; or
- The birth and care of a newborn child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement); or
- For a "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member (including those in the regular Armed forces, the National Guard or the Reserves) who is on active duty in, or has been notified of an impending call to deployment with the Armed Forces to, a foreign country. Qualifying exigencies are generally activities related to the active duty or call to duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured service member who is the employee's spouse, parent, child or next of kin (referred to as "military caregiver" leave). The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

When an employee is disabled during pregnancy or following childbirth, she is entitled to unpaid pregnancy disability leave under state law, regardless of FMLA eligibility. She may also be eligible for additional leave under the Washington State Paid Family Medical Leave Act (PFML).

All FMLA leave will be administered in accordance with the federal statute and FMLA regulations. To the extent a particular mandatory FMLA eligibility, certification or other issue is not specifically addressed in this policy, MTA will follow the law and regulations.

12-Month Period – MTA uses the rolling calendar year method. This means that the amount of FMLA leave an employee is entitled to is calculated by looking at the previous 12-month period measured backward from the date the first day of FMLA leave is taken. The only exception is for military caregiver leave, in which the 12-month period begins on the first day the employee takes military caregiver leave.

Spouses – If both spouses work for MTA, their combined leave in any 12-month period will be limited to a total of 12 work weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent. If either spouse uses FMLA leave for his or her own serious medical condition, each spouse remains eligible for the remainder of his or her 12 workweeks, excluding time taken to care for a family member or birth/placement of a child.

Child – means a child either under 18 years of age or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's “child” is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild.

Parent – means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child. This does not include in-laws.

Covered service member – for purposes of military caregiver leave, refers to a current member of the Armed Forces, including National Guard or Reserve members, who has a serious injury or illness incurred or aggravated in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. Covered service member also includes a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred or aggravated in the line of active duty if the veteran was a member of the armed forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

Serious Health Condition – means an illness, injury, impairment, or a physical or mental condition that involves:

- Inpatient care; or
- Any period of incapacity of ***more than three calendar days*** that involves continuing treatment by a health care provider, or
- Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
- Prenatal care by a health-care provider, or any period of incapacity due to pregnancy.

Continuing Treatment – means

- Two or more treatments by a health care practitioner on referral from or under the direction of, a health care provider; or
- A single visit to a health care provider that results in a regimen of continuing treatment, such as treatment for cancer, diabetes, kidney disease, heart disease, stroke, severe respiratory illness or pregnancy, for example. A regimen that includes taking over-the-counter medications, bed rest, drinking fluids, exercises and other similar activities do not constitute a regimen of continuing treatment; or
- In the case of a serious long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

Health Care Provider – defined as licensed Doctor of Medicine or osteopathy, podiatrists, clinical psychologists, optometrists, and chiropractors (only when providing manual manipulation of the spine to treat certain demonstrated maladies). Nurse midwives and nurse practitioners, any health care provider who is listed on the employer’s group health plan and registered Christian Science practitioners are also recognized.

## **Coverage and Eligibility**

To be eligible for FMLA leave, the employee must have worked for MTA for at least 12 months (not necessarily consecutively) and have worked at least 1,250 hours over the previous 12-month period.

## **Intermittent or Reduced Leave**

An employee may take leave intermittently, in separate blocks of time ranging from thirty minutes to several weeks, or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when “medically necessary”. Intermittent or reduced schedule leave may also be taken for qualifying military exigencies.

Reduced schedule leave and intermittent leave for personal medical leave is limited to times which are scheduled for treatment, recovery from treatment or illness, and for periods of disability due to a chronic health condition, including psychological care when such care would benefit the patient.

An employee must have prior consent of his or her team manager when intermittent or reduced leave is taken after the birth or placement of a child for adoption or foster care.

For part-time employees and those who work variable hours, the amount of FMLA time is calculated on a prorated basis. Part-time employees receive up to 12 of their average workweeks of unpaid leave. An average of the 12 months prior to the beginning of the leave will be used for calculating the employee’s normal workweek, if necessary.

If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as to not unduly disrupt MTA’s operations.

## **Use of Sick Leave on FMLA**

Non-represented employees may use accrued sick, vacation, personal leave or take Leave Without Pay while on FMLA. Represented employees should refer to applicable collective bargaining agreements. In cases, where the employee is on FMLA and L&I concurrently, the employee may choose to supplement L&I time-loss payments with sick, vacation and/or personal leave.

## **Notice Requirement**

- When an employee requests a FMLA leave, or when MTA becomes aware that an employee’s absence may be for a FMLA qualifying reason, MTA will, within five business days, issue the “Notice of Eligibility and Rights and Responsibilities”, a “Medical Certification” form and the FMLA policy to the employee. Under extenuating circumstances, the five days may be extended as per [29 CFR §825.300](#). The forms will be mailed to the employee’s home if they are still on leave when the notice is issued.
- When the employee provides information indicating that the leave may be FMLA covered, MTA will issue the documents requested as listed in the previous paragraph above within five business days. The employee may not request FMLA for prior leave periods not certified for the current absence. The employee must provide the Medical Certification within 15 calendar days

of the date management issued the “Notice of Eligibility and Rights and Responsibilities”, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts. A 16<sup>th</sup> day will be added if the notice was mailed to the employee’s home. A reasonable extension of this deadline may be granted provided a request is made prior to the Medical Certification submission deadline date and Administrative Services is kept updated as to the status of the paperwork.

- If a leave is foreseeable, employees are required to give a 30-day notice of their need for leave, so MTA can arrange proper accommodations. If leave is unforeseeable, notice must be given as soon as practicable. If an employee is off work due to an L&I injury or is on disability insurance, his/her leave will be automatically designated as FMLA (if the employee is eligible), whether or not the employee requests FMLA. Administrative Services will advise the employee of this designation.
- Absent extenuating circumstances, MTA will provide a “Designation Notice” within five business days of receiving enough information to determine whether the leave is for an FMLA-qualifying reason. Only one designation notice will be provided for each FMLA-qualifying reason per 12-month period (for example, a designation notice would be provided upon certification of a serious health condition, but not each time the employee took intermittent leave thereafter).
- If there is a dispute as to whether leave qualifies as FMLA leave, MTA and the employee should attempt to resolve it through documented discussions maintained by MTA ([29 CFR §825.301 C](#)).
- Administrative Services will maintain central record keeping on FMLA leave. Administrative Services will coordinate the necessary documentation and notify the employee in writing of the FMLA start dates and the rights employees have under the law.
- No MTA staff may require the employee to provide medical documentation to anyone outside of Administrative Services.
- When an employee turns in a doctor’s note for an absence less than 30 days or a Return-to-Work form for absences that are 30 or more days to their supervisor or team manager, established Return to Work policies will prevail at that point.
- If an employee returns to work before the planned return date from the FMLA leave, the employee must provide at least one working days advance notice.
- If an employee does not return to work *for medical reasons* on the planned return date from the FMLA leave, the employee will have to provide either an updated “*Medical Certification*” or a revised “*Return to Work Release*” form or doctor’s note, if absence is less than 30 days.

## Medical Certification

- For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed “*Medical Certification*” form and return the certification to Administrative Services (a different, non-medical certification form must be submitted if leave is taken for a “qualifying emergency” arising from a family member’s military service).
- If MTA finds a medical certification to be incomplete or insufficient, it will advise the employee in writing what additional information is needed to make the certification complete and sufficient. An employee will be given ten (10) calendar days to cure the deficiency (unless more time is needed despite the employee’s diligent and good faith efforts).

- MTA may take steps to authenticate or clarify a medical certification only in writing with the medical practitioner who completed the form or his/her staff member, may request periodic recertification as allowed under federal law, and/or may require (at MTA expense) a second and/or third opinion. This can be done either by fax or by mail and shall include notice to the employee that authentication is being sought.
- MTA may seek clarification where information is vague, ambiguous, or non-responsive. To do so, MTA shall return the medical certification to the employee noting the specific deficiencies. The employee shall be allowed ten (10) days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts to cure any such deficiency.

If MTA has reason to doubt the validity of a medical certification, it may request a second or third opinion at its own expense.

Any such efforts to verify a medical certification to determine the employee's entitlement to FMLA leave will comply with the process and limitations set forth in federal FMLA regulations, including but not limited to restrictions on the health care providers(s) that may be designated to provide second or third opinions ([29 CFR §825.307 – 825.308](#)).

All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in Administrative Services in files separate from the employee personnel records.

### **Effects on Benefits**

- MTA will continue to pay the employer premiums for any health, dental, vision, and life insurance at the same level that the employee received prior to going on FMLA while they are on protected leave, provided the employee pays the employee's portion of premiums.
- Employees do not accrue vacation or sick leave during any period of LWOP and will not receive holiday pay while on FMLA or LWOP.

### **FMLA and L & I**

All consecutive L&I absences of more than 3 days are automatically approved as FMLA if absence qualifies under FMLA.

All intermittent L&I absences will be approved as FMLA where there is an associated open L&I case on file with the state.

### **Time Sheets**

All FMLA leave, paid or unpaid, must be identified as such on the employee's time sheets.

## **4-2 Paid Family and Medical Leave (PFML)**

The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security

Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons.

## **Eligibility**

Under PFML, employees may be eligible for monetary benefits and/or job protection. Eligibility requirements are as follows:

**Monetary benefits:** Employees who have worked 820 hours for any Washington employer in the qualifying period (equal to 16 hours a week for a year) are eligible to apply for paid medical leave or paid family leave (collectively PFML). “Qualifying period” means the first four (4) of the last five (5) completed calendar quarters or, if eligibility is not established, the last four (4) completed calendar quarters immediately preceding the application for PFML. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.

**Job protection:** In order to be eligible for job protection under PFML, an employee must work for an employer with 50 or more employees, must have worked for that employer for at least 12 months, and must have worked 1250 hours in the year preceding the PFML application.

## **Duration of Entitlement**

Eligible employees may be entitled to receive PFML benefits for up to 12 weeks per claim year when taking medical or family leave, or for a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of PFML benefits may be available in the event the employee’s leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits. PFML benefits may be available in connection with leave taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee’s own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee’s child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the federal FMLA. For purposes of family leave, covered family members include the employee’s child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

## **Filing Claims with the ESD**

Employees may apply for PFML benefits by:

- using the ESD online services;
- contacting the paid family and medical leave customer care center by telephone; or
- using alternate methods authorized by ESD.

The ESD is solely responsible for determining if an employee is eligible for benefits. If eligible, an employee must file claims on a weekly basis to continue receiving PFML benefits. The ESD paid leave website contains a benefits calculator to assist employees in calculating their weekly PFML benefit.

## **Notification Requirements**

An employee must provide written notice to MTA of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to MTA, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, MTA will advise the employee whether the employee is eligible for job protection under the FMLA and/or PFML.

For any PFML leave day to be permitted under this policy the employee must file a claim for the corresponding day of leave with ESD. MTA reserves the right to require employee confirmation of application to ESD for PFML benefit days and will consider any PFML day that benefits were not applied for as an unapproved absence.

## **Supplemental Benefits During PFML**

MTA does not offer supplemental benefits to employees who are receiving PFML.

## **FMLA Concurrent with PFML**

Any time off for PFML purposes will run concurrently with FMLA, if applicable. Please see the "Family and Medical Leave" policy for eligibility requirements.

## **Questions and/or Complaints about PFML**

MTA is prohibited from discriminating or retaliating against employees for requesting or taking PFML.

For more information on PFML, employees may go to [paidleave.wa.gov](https://paidleave.wa.gov) or speak with the Administrative Services Manager.

*(See POL-311 - Washington Paid Family and Medical leave for a summary of the PFML program.)*



### **4-3 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking; Safety Accommodation**

If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking, the employee may be eligible to take reasonable, unpaid time off from work for one or more of the following reasons:

- seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a family member including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
- seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or to attend to health care treatment for a victim who is a family member;
- obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- obtain or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or family member was a victim of domestic violence, sexual assault or stalking; or
- participate in safety planning, temporarily or permanently relocate, or take other actions to increase personal safety or that of family members from future domestic violence, sexual assault or stalking.

Employees may elect to use any sick leave or other paid time off for leave pursuant to this policy. Leave may take the form of reasonable unpaid leave from work, intermittent leave or leave on a reduced leave schedule.

Employees wishing to take leave pursuant to this policy must give advance notice of their intention to take leave. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault or stalking, the employee or a designee must give notice no later than the end of the first day on which such leave is taken.

Verification of the need for leave may be required.

MTA will also make reasonable safety accommodations for any personnel who are victims of domestic violence, sexual assault or stalking. Accommodations may include, for example, modification of a telephone number or email address, modified work schedule or implementation of safety procedures. If you are a victim in need of safety accommodations, please contact the Administrative Services Manager.

### **4-4 Pregnancy and Childbirth Leave**

Employees are eligible to take unpaid leave for the actual period of time that they are sick or temporarily disabled because of pregnancy or childbirth.

Any employee wishing to request leave because of a pregnancy-related disability, must supply appropriate medical certification.

This leave is available regardless of whether the employee qualifies for leave under MTA's Family & Medical Leave policy. This leave will run concurrently with FMLA and/or PFML where applicable, provided that pregnancy/childbirth disability leave may extend beyond FMLA and PFML leaves if the employee's disability is ongoing.

During this leave, the employee may use any applicable paid time off benefits that she has available to cover some or all of the absence and may be eligible for PFML benefits. Otherwise, the leave will be unpaid. Group health and other benefits will be handled in the same manner as for any other similar pregnancy or non-pregnancy related absence.

If the employee takes this leave only for the actual period of disability, as certified by her health care provider, then she ordinarily will be allowed to return from this leave to the same job she held when the leave began, or to a similar job of at least the same pay. Exceptions to this general rule will be made only if MTA has a business necessity to do otherwise.

#### **4-5 Military Leave**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

Employees will receive regular pay for the first 21 days of military leave during the twelve-month period October 1 to September 30. Military leave pay is in addition to any other leave benefits. Following this paid leave, employees may go on accrued vacation or personal leave for any remaining commitment.

#### **4-6 Leave Without Pay (LWOP)**

Employees who have exhausted all vacation and personal leave and need additional leave may submit a written request for a leave of absence without pay for non-medical personal reasons to their supervisor at least 30 days in advance. Emergency requests may be submitted in writing without advance notice. The leave request must be dated, signed by the employee, state the reasons, circumstance, duration and location of the employee during the leave. MTA is sensitive to employee needs and will make

reasonable attempts to accommodate such requests if they do not disrupt the business operations of the agency. Any employee who fails to report promptly for work at the expiration of a leave of absence; accepts other employment during the leave; or applies for unemployment insurance while on leave, will be considered to have voluntarily resigned.

Employees who have exhausted all PFML or FMLA protected leave for a medically related absence and are unable to return to work, may submit a written request to HR for an accommodation under the American Disabilities Act (ADA & ADAA). The interactive process between the employee's healthcare provider and HR will be required and supported by the completion of a Health Care Certification that outlines the accommodation requested including the additional length of time needed for consideration of the accommodation's impact on MTA business needs.

When an MTA employee is on paid leave (i.e., is drawing on accrued leave to receive pay during a leave) MTA will continue to pay insurance premiums, less employee contributions.

Employees, who exhaust all paid leave must request LWOP. Employees on approved LWOP, for an entire pay period, will not accrue paid time off and will not be paid for holidays. Employees on LWOP must work at least 50% of the working days of the pay period in order to accrue leave and holidays. An employee on unpaid leave of absence for more than 30 consecutive days will be offered COBRA continuation of benefits through self-paid premiums.

#### **4-7 Return to Work Policy**

When an employee returns to work from a medical leave of more than three consecutive calendar days, MTA addresses safety, medical, and liability concerns by reserving the right to require that employees be evaluated by a qualified medical provider to verify the employee's ability to work.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family and Medical Leave Act of 1993 (FMLA), the Americans with Disabilities Act of 1990 (ADA), various state and federal laws, and related case law all have requirements governing many aspects of the return to work process, documentation, and the sharing of medical information. In compliance with these laws and regulations, we maintain the confidentiality of medical information required to make the determination that an employee is ready to return to work, except as necessary to facilitate the return-to-work process.

#### **Return to Work Procedure**

In some cases, prior to returning to work, an employee must turn in to their supervisor or team manager a Return to Work Release form (RTW), completed by the treating healthcare provider(s). In order to balance the legal constraints with practical considerations and to allow team managers to safely return employees to work, the team manager will work with Administrative Services to review the form for completeness, clarity, and applicable restrictions and determine the employee's employment status. In most cases, this will be the date of release and any necessary accommodations and/or restrictions.

At the discretion of a team manager and/or the Administrative Services Manager, employees may be required to successfully complete job specific assessments, including, but not limited to, a vehicle orientation and driving refresher, drug test, and/or Functional Assessment, in addition to submitting a complete RTW, prior to starting work. At the suggestion of the healthcare provider or the discretion of

the team manager and/or Administrative Services Manager, employees may also be required to go through individualized transitional work program before returning to full duty.

“Return to Work Release forms” are available from Administrative Services, supervisor, or team manager.

## Section 5 - General Standards of Conduct

### 5-1 Workplace Conduct

Mason Transit Authority endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, integrity and respect.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge. The following are examples and not an exhaustive list of conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing Mason Transit Authority property or a co-worker's property,
3. Disclosure of confidential information.
4. Completing another employee's time records. Exception, a Supervisor/Manager in an employee's absence for the purposes of completing payroll.
5. Violation of safety rules and policies.
6. Violation of traffic laws.
7. Violation of Mason Transit Authority's Drug and Alcohol-Free Workplace Policy.
8. Fighting, threatening or disrupting the work of others or other violations of Mason Transit Authority's Workplace Violence Policy.
9. Failure to perform assigned job duties.
10. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
11. Gambling on MTA property.
12. Willful or careless destruction or damage to MTA assets or to the equipment or possessions of another employee.
13. Wasting work materials.
14. Performing work of a personal nature during working time.
15. Violation of the Solicitation and Distribution. (See Section 5-9 below.)
16. Violation of Mason Transit Authority's Harassment or Equal Employment Opportunity Policies.
17. Violation of Information Technology policies.
18. Unsatisfactory job performance.
19. Any other violation of MTA policy.

Obviously, not every type of misconduct can be listed. MTA will handle each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. Mason Transit Authority will endeavor to utilize progressive discipline and reserves the right in its sole discretion to terminate the employee for misconduct.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## 5-2 Punctuality and Attendance

Employees are hired to perform important functions at Mason Transit Authority. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in progressive disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than one hour before the start of the shift. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with MTA.

*(See POL-310 MTA Sick Leave Policy for details.)*

## 5-3 Inclement Weather

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 use vacation leave. In such event, an employee is expected to contact their supervisor or dispatch as soon as reasonably possible, in accordance with the department's established call-in/reporting procedures.

When inclement weather conditions cause MTA to cancel service, employees shall receive compensation equal to their scheduled work hours.

*(Represented employees should refer to their respective collective bargaining agreement for specific details regarding inclement weather.)*

## 5-4 Use of Social Media

Mason Transit Authority respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter, or similar site, including but not limited to Facebook and LinkedIn. However, to protect MTA interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with MTA equipment or property unless on behalf of MTA as part of the employee's assigned job duties.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information

that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions MTA and also expresses either a political opinion or an opinion regarding MTA's actions that could pose an actual or potential conflict of interest with MTA, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not MTA's position. This is necessary to preserve MTA's good will in the community.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter, or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. MTA policies apply equally to employee social media usage.

Mason Transit Authority encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

*(See POL-1002 Social Media Communications Policy for details.)*

## **5-5 Inspections**

Mason Transit Authority reserves the right to require employees while on MTA property, to agree to the inspection of lockers, desks, cabinets, workstations, packages, or places of concealment in response to a credible concern or complaint under formal investigation. Employees are expected to cooperate in the conduct of any search or inspection when required.

## **Personal Property**

Further, MTA is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

## **5-6 Smoking in Public Places**

In the interest of the health and well-being of all employees, and in compliance with RCW 70.160 Smoking in Public Places and the [Expanded Clean Indoor Air Act](#), smoking is not allowed inside, or within twenty-five feet of any MTA-owned facility entry or exit doorways or vehicles, including buses, staff cars, vanpool vans, shelters and support vehicles. This includes the use of "e-cigarettes". Employees who wish to smoke must use designated smoking areas and dispose of their smoking materials in the ashtrays/bins provided.

## **5-7 Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees must accompany personal guests when visiting anywhere in our facilities other than the reception areas.

## **5-8 Solicitation and Distribution**

Solicitation for non-profit charitable organizations may be allowed by the Administrative Services Manager, provided a detailed written request is submitted in advance. Approval of displays for non-profit solicitation purposes in non-work areas, such as lunchrooms or designated break areas may also be granted, provided those displays do not interfere with the work activities or employee use of those areas.

Solicitation of MTA employees for any partisan political organization or purpose is prohibited on MTA property at any time. Employees may not wear or display any sign or material relating to a political campaign while acting as an MTA employee. MTA facility, equipment, and supplies are for MTA business only and may not be used for any political issue or candidate.

## **5-9 Bulletin Boards**

Important notices and items of general interest are continually posted on our bulletin board, newsletters or other digital media. Employees should make it a practice to review these platforms frequently. This will assist employees in keeping up with what is current at Mason Transit Authority. To avoid confusion, employees should not post or remove any material from the bulletin board.

## **5-10 Confidential Information**

During the course of work, an employee may become aware of confidential information about Mason Transit Authority's business or MTA's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to those without a need to know. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of MTA may be subject to disciplinary action up to and including discharge. Employees may be required to sign an agreement reiterating these obligations.

## **5-11 Conflict of Interest and Business Ethics**

MTA expects its managers, officers, volunteers and employees to conduct business in accordance with the letter and spirit of relevant laws and refrain from dishonest or unethical conduct.



Employees shall, during both working and nonworking hours, act in a manner which will inspire public trust in their integrity, impartiality and devotion to the best interests of MTA, its customers, and the citizens of Mason County.

To ensure ethical and impartial business, it is prohibited for MTA employees to:

- Offer, accept or solicit money, property, service or other items of value by way of gift, favor, inducement or loan with the intent that the offer would influence or the recipient would be influenced by such conduct in the discharge of public duties (per [RCW 42.23.070](#)).
- Use their official position, uniform, or badge to secure special advantage in business, person gain, or other benefit derived from such relationship.
- Use any MTA owned or leased facility, building, equipment, materials or vehicle for their personal use or benefit, or for the personal use or benefit of any other individual. No employee shall have unauthorized possession of company property.
- Invest or hold a financial interest, directly or indirectly, in any business entity, transaction or business endeavor that would create a conflict between the company employee's duty to uphold the public trust and the individual's private interest.

In general, the use of good judgment, based on high ethical principles, will be the guide with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter must be disclosed to the immediate team manager. The team manager will immediately inform the Administrative Services Manager for the purpose of precluding any real or apparent conflict of interest.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and MTA.

*(See POL-204 Code of Ethics for details.)*

## **5-12 Health and Safety**

The health and safety of employees and others on MTA property are of critical concern to Mason Transit Authority. MTA intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on MTA's premises, or in a product, facility, piece of equipment, process or business practice for which MTA is responsible should be brought to the attention of management immediately.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Refer to the MTA Health and Safety Manual for rules and guidelines governing workplace safety and health and the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

## **5-13 Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Mason Transit Authority may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of MTA. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. MTA generally will attempt to identify other available positions, but if no alternate position is available, MTA retains the right to decide which employee will remain with MTA.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **5-14 Employee Dress and Personal Appearance**

You are expected to report to work well groomed, clean and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

### **Fragrance Free Workplace**

Employees or clients who are sensitive to perfumes and chemicals may suffer potentially serious health consequences, triggered by exposure to scented products. Consequently, employees are asked to refrain from the use of personal scented products in the workplace where the sole purpose is to produce a scent, such as perfume, after shave, and cologne and to avoid the use of strongly scented personal hygiene products such as laundry soap, dryer sheets, hand lotion, powder, hair spray, and deodorant.

Managers and supervisors are expected to enforce this expectation. An employee who is experiencing health consequences due to another employee's use of scented products should report the problem to their supervisor to ensure appropriate action is taken.

## **5-15 Publicity/Statements to the Media**

All media inquiries regarding the position of MTA as to any issues must be referred to General Manager. Only the General Manager is authorized to make or approve public statements on behalf of MTA. No employees, unless specifically designated by the General Manager, are authorized to make those

statements on behalf of MTA. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of MTA must first obtain approval from the General Manager.

## **5-16 Operation of Vehicles**

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on MTA property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety and parking laws or regulations. Drivers must always demonstrate safe driving habits.

An employee whose work requires the operation of an MTA vehicle will be subject to routine Department of Motor Vehicles driving records checks. This record check reports citations and accidents on the employee's personal and commercial driving record. If such an employee's license expires or is suspended or revoked, he/she may be subject to disciplinary action including demotion or termination. Should the employee fail to report immediately such a revocation or suspension of his/her license to the appropriate team manager and instead continues to operate a MTA vehicle, that employee may be subject to termination.

MTA-owned or leased vehicles may be used only as authorized by management.

*(See Section 6-2 Portable Communication Device Use While Driving.)*

## **5-17 Business Expense Reimbursement**

MTA reimburses employees for allowable expenses incurred while traveling on MTA business that are approved in advance by their team manager. As public employees, we are all expected to make an effort to minimize expenses and to travel efficiently. Remember to always request government discounts. The team manager or General Manager may approve unexpected travel expenses.

*(See POL-401 Credit Card Policy and POL-402 Travel and Travel Reimbursement Policy for details.)*

## **5-18 If You Must Leave Us**

Should an employee decide to leave MTA, we ask that he or she provide a supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All MTA property including, but not limited to, keys, credit cards, cell phones, laptop computers, uniforms, etc., must be returned at separation. Employees also must return all of MTA's confidential information upon separation. To the extent permitted by law, employees will be required to repay MTA, (through payroll deduction, if lawful) for any lost or damaged MTA property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## **Post-Employment Reference**

Mason Transit Authority will respond to reference requests through the Administrative Services Department. MTA will provide general information concerning the employee such as date of hire, date of discharge and positions held. Additional information may be provided as required per 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Program. Please refer all requests for references to the Administrative Services Department.

**Only the Administrative Services Manager or designee may provide references.**

## Section 6 – Use of Information Technology

### 6-1 Use of Communications and Computer Systems

Mason Transit Authority's communication and computer systems are intended primarily for business purposes; however, de minimus personal usage is permitted if it does not hinder performance of job duties or violate any other MTA policy. This includes the use of voicemail, e-mail and internet systems. Users have no legitimate expectation of privacy in regard to their use of Mason Transit Authority systems.

Mason Transit Authority may access the voicemail and e-mail systems and obtain the communications within the systems, including past voicemail and e-mail messages, without notice to users of the system, in the ordinary course of business when MTA deems it appropriate to do so. The reasons for which MTA may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; investigating potential misconduct; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that MTA operations continue appropriately during an employee's absence.

Further, Mason Transit Authority may review internet usage to ensure that such use with MTA property or communications sent via the internet with MTA property, are appropriate. The reasons for which MTA may review employees' use of the internet with MTA property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that MTA operations continue appropriately during an employee's absence.

MTA may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

MTA's policies prohibiting harassment, in their entirety, apply to the use of MTA's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since MTA's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

*(See Policy 702 IT Acceptable Use)*

## 6-2 Personal and Company-Provided Portable Communication Devices

MTA-provided portable communication devices (PCDs), including cell phones and laptops, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through MTA's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a MTA-provided or personal device, employees must comply with applicable MTA guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using an MTA-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, MTA information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of MTA information. This is the only way currently possible to ensure that all MTA information is removed from the device at the time of termination. The removal of MTA information is crucial to ensure compliance with the Public Records Act and MTA's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or an MTA-issued device, MTA's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect. Additionally, employees are advised that all work-related communications are subject to disclosure pursuant to the Public Records Act or a legal subpoena, regardless of whether communications occur on a personal or MTA-issued device. Employees may be required to make content on their personal PCD available to comply with public records requests or legal subpoenas.

### **Portable Communication Device Use While Driving**

Employees who drive on MTA business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and/or e-mailing while driving is prohibited in all circumstances.

*(See Policy 703 Cell Phone and Policy 704 IT Remote Access)*

### **6-3 Use of Facilities, Equipment and Property, Including Intellectual Property**

MTA provides its employees with communications hardware and software, internal and external email, access to the internet and voicemail for the benefit of the organization and its clients. Each employee has a responsibility to maintain and enhance MTA's public image which includes using the technology provided in a professional, productive, ethical and legal manner. As a condition of providing this technology, MTA places certain restrictions on usage and expects employees to adhere to the following guidelines, in addition to those outlined in POL-702 (Information Technology Acceptable Use).

#### **Privacy and Security**

Although MTA maintains a high degree of respect for the personal privacy of its employees, each employee should be aware that the following guidelines may affect their privacy in the workplace. The communication systems, as well as the equipment, data, messages, and files stored, are and remain at all times the property of MTA. MTA thus has the right to monitor their use.

MTA reserves the right to review, audit, intercept, access and disclose all messages created, received or sent over the email system for any purpose. At any time and without prior notice, MTA's Leadership Team reserves the right to examine email, personal file directories and other information stored on its computers. Internet activity is public communication and is not private. All communications, including text and images, may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

No employee should consider his or her messages or files to be private or confidential. Even if a message is erased, it is still possible for management to retrieve and read that message. The use of passwords for security does not guarantee confidentiality. It is also possible for messages to be retrieved and viewed by someone other than the intended recipient.

Notwithstanding MTA's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees

may not retrieve or read any email messages that are not sent to them. The General Manager must approve any exception to this policy.

Aside from performance of normal job duties, employees are not permitted to modify, copy, remove or destroy any MTA equipment, data or files, unless specifically authorized or directed by the General Manager or designee.

### **Password Protection**

Computer account and password information should not be shared. Employees will be held responsible for activity originating from their account. Any employee who suspects that his or her password is no longer private should change the password immediately.

### **Appropriate Use**

Employees may use personal electronic devices to access Wi-Fi that is publicly available at the agency. However, it must be used during breaks and/or meal periods.

### **Inappropriate Use**

Employees are prohibited from accessing the internet from MTA or using MTA equipment for any inappropriate purposes, including but not limited to those identified in POL-702. Employees are forbidden from using profanity or vulgarity in all MTA email and from posting to public forums, blogs, or newsgroups from MTA or via the agency's communication system or equipment.

This policy should be read and interpreted in conjunction with all other MTA policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. MTA specifically prohibits employees from sending, creating, or soliciting email, voicemail messages or any other file that would reasonably be considered offensive, harassing, inflammatory or disruptive to any employee. Offensive content includes, but is not limited to, sexual comments or images, racial slurs, gender specific comments or any comments that would offend someone on the basis of their age, gender, sexual orientation, religious or political beliefs, national origin or disability.

Any attempt by employees to hide or disguise their identities while using email or internet access is prohibited. In addition, employees may not use the agency's communications system or equipment to impede, slow down, or prevent the flow of information on the internet or for any illegal or unethical purpose.

Employees must abide by all federal, state and local laws governing information sent through the internet.

### **Personal Use**

Equipment provided to employees by MTA is MTA property and is provided for MTA business purposes. MTA property includes, but is not limited to, computers, phones and office equipment (e.g.,



copiers, faxes, etc.), cars, electronic tablets and cell phones. Email and internet access through MTA's network are also provided for business purposes.

### **Software**

To prevent computer viruses from being transmitted through the system, employees are not permitted to download or install any software, unless authorized by the Technical Support Analyst. Failure to detect viruses can result in corruption or damage to files and/or unauthorized entry into MTA's network. Therefore, any files that are downloaded should be treated with caution and passed through virus protection programs prior to use.

### **Acknowledgment**

Employees are hereby notified that use of MTA-provided technology constitutes full acceptance of the terms of this policy and consent to monitoring. Any employee who is found to have violated any part of this policy may be subject to disciplinary action, up to and including termination.

## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with Mason Transit Authority. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

MTA's operations and the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee handbook.

**I have received and read a copy of Mason Transit Authority's Employee handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of MTA at any time.**

**I further understand that unless modified by written agreement signed by the General Manager, my employment is terminable at will, either by myself or MTA, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of Mason Transit Authority other than the General Manager may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of MTA's Employee handbook.**

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

**RESOLUTION NO. 2022-14**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING THE UPDATE TO THE MASON TRANSIT AUTHORITY  
EMPLOYEE HANDBOOK DATED DECEMBER 21, 2021.**

**WHEREAS**, the Mason Transit Authority Board updated its Washington Paid Medical Leave Policy (POL-311); and

**WHEREAS**, so that the Employee Handbook dated December 21, 2021 is in alignment with POL-311, Section 4-2 of the Employee Handbook relating to Paid Family & Medical Leave (PFML) has been updated to:

(a) reflect the employee's responsibility to file a claim for the corresponding day of leave with the Washington Employment Security Department; and

(b) provide that MTA reserves the right to require employee confirmation of filing;

and

**WHEREAS**, Section 1-2 relating to Equal Employment Opportunity shall be updated to reflect that the accommodation relating to religious beliefs shall be changed to no more than de minimis cost on MTA's operation/business.

**WHEREAS**, the Mason Transit Authority Board believes that the updated Employee Handbook dated December 21, 2021 should be provided to all current employees and those hired in the future until another version is updated;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that the attached Employee Handbook dated September 20, 2022 is approved for distribution to all current and future employees of Mason Transit Authority until revised.

Adopted this 20<sup>th</sup> day of September, 2022.

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Sandy Tarzwell, Chair

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John Campbell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Eric Onisko, Authority Member

\_\_\_\_\_  
John Sheridan, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

\_\_\_\_\_  
Sharon Trask, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

# Mason Transit Authority Employee Handbook



Presented to Policy Committee: 04/01/2021  
Amendment Presented to Policy Committee: 12/02/2021

Presented to Board: 04/20/2021  
Amendment Presented to Board: December 21, 2021  
Approved by Board: December 21, 2021  
Amendment Approved by Board: [September 20, 2022]

## ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Mason Transit Authority. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors, Managers and Administrative Services also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Mason Transit Authority adheres to the policy of employment at will, which permits MTA or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No MTA representative other than the General Manager may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate MTA policy or collective bargaining documents. These MTA documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general MTA guidelines. MTA may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and General Manager.

This handbook is intended to give employees a broad summary of things they should know about Mason Transit Authority. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Mason Transit Authority, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about MTA or its personnel policies and practices.

**This handbook is subject to the terms of any applicable collective bargaining agreement.**

This handbook supersedes all prior handbooks.

# Table of Contents

Section 1 - Principles of Employment .....	6
1-1 Introduction .....	8
1-2 Equal Employment Opportunity.....	8
1-3 Employee Rights to Equal Pay and Opportunities .....	9
1-4 Title VI .....	9
1-5 Reasonable Accommodations .....	9
1-6 Pregnancy Accommodations .....	10
1-7 Unlawful Harassment .....	11
1-8 Sexual Harassment .....	12
1-9 Drug-Free and Alcohol-Free Workplace.....	13
1-10 Workplace Violence .....	13
1-11 Whistleblower Act.....	14
Section 2 - Operational Policies .....	16
2-1 Employee Classifications .....	16
2-2 Probation Period .....	16
2-3 Employee Service Credit.....	16
2-4 Your Employment Records .....	17
2-5 Timekeeping Procedures .....	17
2-6 Overtime .....	18
2-7 Rest and Meal Breaks for Non-Exempt Employees.....	18
2-8 Travel Time for Non-Exempt Employees .....	18
2-9 Safe Harbor Policy for Exempt Employees .....	19
2-10 Veteran’s Preference .....	20
2-11 Your Paycheck.....	20
2-12 Direct Deposit.....	21
2-13 Salary Advances .....	21
2-14 Performance Review .....	21
2-15 Job Postings .....	21
2-16 Transfer/Promotion.....	22
2-17 Voluntary Reduction .....	22
2-18 Reclassification.....	22
2-19 Interim or Temporary Appointments for Exempt Positions.....	23
2-20 Mandatory Acting Appointments .....	23
Section 3 - Benefits .....	24
3-1 Benefits Overview .....	24
3-2 Paid Holidays.....	24
3-3 Paid Vacations .....	25
3-4 Paid Personal Days .....	26
3-5 MTA Sick Leave .....	27

3-6 WA Paid Sick Leave .....	27
3-7 Washington Family Care Act .....	27
3-8 Workers' Compensation .....	28
3-9 Jury Duty .....	28
3-10 Bereavement Leave .....	29
3-11 Voting Leave .....	29
3-12 Insurance Programs .....	29
3-13 Long-Term Disability Benefits.....	30
3-14 Salary Continuation .....	30
3-15 Employee Assistance Program .....	30
3-16 Smoking Cessation Incentive .....	31
3-17 Retirement Plan .....	31
3-18 Education Assistance Program .....	31
3-19 Extended Medical Benefits - COBRA .....	32
3-20 Vacation Payout.....	32
3-21 Sick Leave Payout .....	32
3-22 Observance of Religious Holidays .....	32
3-23 Uniforms.....	33
Section 4 - Leaves of Absence .....	34
4-1 Family and Medical Leave Act .....	34
4-2 Paid Family and Medical Leave (PFML).....	38
4-3 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking; Safety Accommodation.....	41
4-4 Pregnancy and Childbirth Leave .....	41
4-5 Military Leave .....	42
4-6 Leave Without Pay (LWOP) .....	42
4-7 Return to Work Policy.....	43
Section 5 - General Standards of Conduct .....	45
5-1 Workplace Conduct.....	45
5-2 Punctuality and Attendance.....	46
5-3 Inclement Weather.....	46
5-4 Use of Social Media .....	46
5-5 Inspections .....	47
5-6 Smoking in Public Places .....	47
5-7 Personal Visits and Telephone Calls .....	48
5-8 Solicitation and Distribution.....	48
5-9 Bulletin Boards .....	48
5-10 Confidential Information .....	48
5-11 Conflict of Interest and Business Ethics.....	48
5-12 Health and Safety .....	49
5-13 Hiring Relatives/Employee Relationships.....	50
5-14 Employee Dress and Personal Appearance .....	50



5-15 Publicity/Statements to the Media.....50  
5-16 Operation of Vehicles.....51  
5-17 Business Expense Reimbursement.....51  
5-18 If You Must Leave Us .....51  
Section 6 – Use of Information Technology.....53  
6-1 Use of Communications and Computer Systems .....53  
6-2 Personal and Company-Provided Portable Communication Devices .....54  
6-3 Use of Facilities, Equipment and Property, Including Intellectual Property .....55

## Section 1 - Principles of Employment

### MASON TRANSIT AUTHORITY STATEMENTS OF VISION, MISSION & GUIDING PRINCIPLES

*Vision* ~ Driving our community forward.

*Mission* ~ We provide transportation choices that connect people, jobs, and community, increasing the quality of life in Mason County.

*Our Guiding Principles* ~ We believe that public transportation and personal mobility are essential to the economic vitality, environmental stability, and quality of life in Mason County. Our core values guide our actions each day:

- ***Service Excellence:*** We go beyond the expectations of our customers and provide inspirational leadership to deliver safe, comfortable, and reliable service; we see today's best service as our motivation to make tomorrow's even better.
- ***Safety:*** We provide and enforce a safe and secure environment for our customers, community and teammates through awareness, consistent training, and allocation of resources.
- ***Professionalism:*** We conduct our work transactions with integrity, fiscal responsibility and transparency. We engage the community in our decision making by sharing information and encouraging public involvement.
- ***Teamwork:*** We achieve our greatest success as a team. We embrace diversity, support each other and treat each other with respect, and use meaningful communication.
- ***Partnerships:*** We explore and build collaborative and healthy alliances to promote and advance our mission.
- ***Innovation:*** We constantly explore ways to improve. We celebrate inspiration, creativity, initiative and courage in all things to promote an exceptional customer service experience.



## **TEAM CULTURE...** *Drives Our Vision, Mission & Guiding Principles*



- Professionalism
- Personal Responsibility
- Transparency & Accountability
- Inspirational



- Safety
- Partnerships
- Respectful Relationships
- Collaboration



- Innovation
- Informed Decision Making
- Outstanding Service
- Beyond Expectations



**MASON TRANSIT AUTHORITY**

## 1-1 Introduction

For employees who are commencing employment with Mason Transit Authority (or “MTA”), on behalf of Mason Transit Authority, the Management Team extends a warm and sincere welcome. You are joining a team of highly committed people.

For employees who have been with us, thank you for your past and continued service.

We extend our personal best wishes for success and happiness here at Mason Transit Authority. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

## 1-2 Equal Employment Opportunity

Mason Transit Authority is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability, sex, pregnancy, marital status, status as a domestic violence victim, veteran status, sexual orientation, gender identity or expression, genetic information, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

MTA will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the Administrative Services Manager know.

Mason Transit Authority will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation would cause no more than de minimis cost on MTA’S operation/ business. If employees wish to request such an accommodation, they should contact the Administrative Services Manager.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Administrative Services Manager. MTA will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Administrative Services Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

*(See POL-307 for details)*

### 1-3 Employee Rights to Equal Pay and Opportunities

Washington State's Equal Pay Opportunity Act requires MTA to provide equal pay and career advancement opportunities to employees, regardless of gender. The act promotes fairness among workers through:

1. MTA provides equal compensation to "similarly employed" workers, except for some specific reasons unrelated to gender. "Similarly employed" means the same employer and similar working conditions, skills, effort and responsibility.
2. MTA does not limit or provide career advancement opportunities based on gender.
3. MTA does not stop employees from disclosing their wages to other workers or require agreements with employees that stop them from disclosing their wages.
4. MTA does not take any negative action against an employee for:
  - a. asking or talking about wages with other workers,
  - b. asking MTA to provide a reason for the employee's wages or lack of opportunity for career advancement,
  - c. helping or encouraging a fellow worker to take an action protected by the Equal Pay Opportunity Act, filing a complaint, taking any action protected by the Equal Pay Opportunity Act.

*(See POL-307 for details)*

### 1-4 Title VI

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance.

Mason Transit Authority is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

*(See POL-203 Title VI Policy and Plan for details.)*

### 1-5 Reasonable Accommodations

MTA provides reasonable accommodations to persons, employees or applicants for employment who qualify as individuals with disabilities under the Americans with Disability Act (ADA) of 1990 and the Washington State Law Against Discrimination (Chapter 49.60 RCW). A qualified individual with a disability is a person with a sensory, mental or physical condition that is medically diagnosable who (i) satisfies the job requirements for educational background, employment experience, skills, licenses and any other qualification standards that are job related; and (ii) is able to satisfactorily perform all functions that are essential to the job, with or without reasonable accommodation.

Qualified individuals with disabilities have the right to request and receive reasonable accommodations in all aspects of employment. MTA will initiate interactive process if there is a request for an accommodation from an employee or applicant. The Administrative Services Department has the

responsibility to receive requests for accommodation, review possible options in conjunction with the employee or applicant and the affected manager, and recommend an appropriate accommodation. Such accommodations may include, but not be limited to, establishing a temporary part-time or modified work schedule, job restructuring, transitional duty, purchasing or modifying equipment or devices, making facilities accessible and modifying existing policies or extended unpaid medical leave of absence. When more than one reasonable accommodation exists, the agency will select the accommodation to be provided. Supervisors and managers should document and forward to the Administrative Services Department any initial information received from an employee about a potential qualifying disability as well as any request for an accommodation.

Reasonable accommodations will be provided in accordance with all applicable federal and state laws to provide equal employment opportunity to persons with disabilities.

It is the responsibility of the employee or applicant to provide a written request of the accommodation desired, as well as a completed Health Care Certification form completed by the employee or applicant's health care provider outlining the nature of the disability, work-related restrictions, and if known, the accommodations needed. Those who fail to provide such information may forfeit their eligibility for reasonable accommodation. Mason Transit Authority has no obligation to create vacant positions, to offer reassignment to promotional positions, to waive job qualifications or essential functions in the accommodation process, or to grant an accommodation that would cause an undue hardship on the agency. MTA is committed to providing reasonable accommodation wherever and whenever possible to qualified persons with disabilities, but this does not constitute an express or implied contract.

### **Lactation Breaks**

Mason Transit Authority will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

MTA will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. MTA may not be able to provide additional break time if doing so would seriously disrupt MTA's operations, subject to applicable law. Please consult the Administrative Services Manager with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **1-6 Pregnancy Accommodations**

In compliance with Washington law, Mason Transit Authority will not discriminate against an employee in relation to pregnancy and pregnancy-related health conditions. MTA will endeavor to provide reasonable accommodations for conditions related to pregnancy and pregnancy-related health conditions, unless the accommodation would pose an undue hardship on MTA's program, enterprise, or business. Reasonable accommodations include:

1. providing more frequent, longer or flexible restroom breaks;
2. modifying a no food or drink policy;
3. job restructuring, part-time or modified work schedules, reassignment to a vacant position or acquiring or modifying equipment, devices, or an employee's work station;
4. providing seating or allowing the employee to sit more often if the employee's job requires the employee to stand;
5. providing for a temporary transfer to a less strenuous or less hazardous position;
6. providing assistance with manual labor and limits on lifting;
7. scheduling flexibility for prenatal visits; and
8. any further pregnancy accommodation an employee may request, and to which MTA must give reasonable consideration in consultation with information provided on pregnancy accommodation by the Washington Department of Labor and Industries or the attending health care provider of the employee.

MTA may request that the employee provide a written certification from the employee's treating health care professional regarding the need for reasonable accommodation except for accommodations listed in points 1, 2 and 4 above or limits on lifting subject to applicable law.

MTA will not take adverse action against an employee who requests, declines or uses an accommodation. Further, MTA will not deny employment opportunities to an otherwise qualified employee or prospective employee if such denial is based on MTA's need to reasonably accommodate an employee's or prospective employee's condition related to pregnancy, childbirth, or a related medical condition. Additionally, MTA will not require an employee to take leave if another reasonable accommodation can be provided for the employee's pregnancy and pregnancy-related health conditions.

If employees have any questions about or would like to request a reasonable accommodation, they should contact the Administrative Services Manager.

## **1-7 Unlawful Harassment**

It is Mason Transit Authority's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation, gender expression or identity, or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

Unlawful harassment encompasses unwelcome conduct that is based upon a person's protected status and that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Forms of unlawful harassment include, but are not limited to:

- Verbal: repeated sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats, mocking remarks, or suggestive or insulting sounds;
- Visual/Non-verbal: derogatory posters, cartoons, drawings or emails, suggestive objects or pictures, graphic commentaries, leering, or obscene gestures;

- Physical: unwanted physical contact including touching, interference with an individual's normal work movement, or assault; and

If an employee feels that he or she has been subjected to conduct which violates this policy, or has observed harassing behavior toward another person, he or she should immediately report the matter to the Administrative Services Manager. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the General Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. MTA reserves the right to impose discipline up to and including termination of employment for offensive behavior, regardless of whether the behavior rises to the level of a violation of law. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, MTA will not allow any form of retaliation against individuals who in good faith report harassing conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

*(See POL-308 for details.)*

## **1-8 Sexual Harassment**

It is Mason Transit Authority's policy to prohibit harassment of any employee by any supervisor, employee, customer, or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within MTA. It is to ensure that at MTA all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If an employee feels that he or she has been subjected to conduct which violates this policy, or has observed another person being subjected to such behavior, the employee should immediately report the matter to the Administrative Services Manager. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact the General Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should



contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. MTA reserves the right to impose discipline up to and including termination of employment for sexually offensive behavior, regardless of whether the behavior rises to the level of a violation of law. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, MTA will not allow any form of retaliation against individuals who in good faith report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels they have been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

*(See POL-308 for details.)*

## **1-9 Drug-Free and Alcohol-Free Workplace**

All Mason Transit Authority employees are subject to the provisions of the Drug-Free Workplace Act of 1988. All covered employees are required to submit to drug and alcohol tests as a condition of employment. Covered employees include those with safety-sensitive functions who operate a revenue service vehicle in or out of revenue service, operate a non-revenue vehicle requiring a commercial driver's license, control movement or dispatch of a revenue service vehicle, or maintain (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service.

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, it is the responsibility of employees to determine if they are fit for duty and to remove themselves from service if they are experiencing any adverse effects from any drug or medication.

Additional details can be found within POL-301 Drug and Alcohol Policy, which complies with 49 CFR Part 655 and 49 CFR Part 40, as amended.

## **1-10 Workplace Violence**

Mason Transit Authority is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to MTA and personal property.

Mason Transit Authority does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Mason Transit Authority specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Mason Transit Authority does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment; anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular

person or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in MTA policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

## **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any MTA employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Due to the potential for misunderstandings, joking about any of the above is also prohibited. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto MTA premises.

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If MTA determines, after an appropriate good faith investigation, that someone has violated this policy, MTA will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our work environment. Indeed, Mason Transit Authority wants to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## **1-11 Whistleblower Act**

The [Washington State Whistleblower Act of 1982](#) provides protection for public employees who report suspected improper government action. Any public employee may report suspected improper governmental action by reporting it to the General Manager, Administrative Services Manager, or the Board. “Improper government action” is action taken in the performance of an employee’s official duties that:

- Results in mismanagement or gross waste of public funds;
- Is a violation of any federal or state law or rule; or
- Is of substantial and specific danger to the public health or safety.

MTA encourages employees to report such actions and will protect employees from retaliation for such reporting made in good faith.

*(See POL-305 Whistleblower Protection Policy for details.)*

## Section 2 - Operational Policies

### 2-1 Employee Classifications

For purposes of this handbook, all employees fall within one or more of the classifications below.

**Regular Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Regular Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Worker/Driver** – Employees who operate a routed commuter bus to their primary employment site at Puget Sound Naval Shipyard.

**On-Call Employees** - Employees whose schedules are directed by the needs of the transit system and may only work one day per week or for a specified period of time each year.

**Temporary Employees** – Employees who are hired for a period of six months or less.

**Safety-Sensitive Employees** - Jobs in which alcohol or drug use could threaten the safety of any other person in the workplace. All positions in the Operations, Facilities and Maintenance departments are considered safety-sensitive.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2 Probation Period

The first six months of your employment is an introductory probation period. This is an opportunity for MTA to evaluate the employee's performance. It also is an opportunity for the employee to decide whether they are happy being employed by MTA. MTA may extend the introductory period if necessary. Completion of the introductory period does not alter an employee's at-will status. Mason Transit Authority will conduct a formal performance review at the end of the probation period.

### 2-3 Employee Service Credit

“Length of service” refers to the length of time that our employees spend as active Full-Time or Part-Time Employees with Mason Transit Authority. Service begins on the day you become a Full-Time or Part-Time Employee.

Length of service may be used in determining certain work assignments, shifts, employee benefits, such as time-off benefits. Employees will not lose credit for service with MTA, when transferring to another

position provided they return to their previous position within two (2) complete shift bids of the current position. If the employee returns to their previous position their pay shall revert to the level appropriate to the current compensation plan, and they shall regain their previous seniority status. The Administrative Services Manager will discuss this issue with any rehired employee upon hire.

*(See respective collective bargaining agreement.)*

## **2-4 Your Employment Records**

MTA maintains personnel records for each employee. While these files are MTA property, employees have the right to review their own personnel file, in the presence of the Administrative Services Manager or designee, at a mutually convenient time. Employees may request copies of anything in their personnel files. Employees can add their own version of any disputed item to the personnel file. The employee's team manager, the Administrative Services Manager, and the General Manager may also examine employee personnel files.

The employee should keep his or her personnel file up to date by informing the Administrative Services Manager of any changes. The employee also should inform the Administrative Services Manager of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

## **2-5 Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Actual time worked does not include meal periods, or non-worked CBA guaranteed pay time. Employees are required to add appropriate notes to their timecard notating any variances from their scheduled shift.

Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report days of absence from work for reasons such as leaves of absence, sick leave or personal business that exceed 4 hours in the day.

Non-exempt employees may not start work until their scheduled starting time without being preapproved.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

## 2-6 Overtime

Occasionally, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

**Non-exempt employees may work overtime only with prior management authorization.**

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends at 12 a.m. on the following Saturday.

## 2-7 Rest and Meal Breaks for Non-Exempt Employees

In compliance with state and federal law and to encourage employees to refresh and re-energize during the day, non-exempt employees are required to take rest and meal breaks, as directed, during work hours. Employees are expected to take a paid 15-minute break during every four-hour period of work. Most employees are able to take intermittent breaks, throughout that period, which total 15 minutes. If this is not possible, a break must be scheduled. In most cases, employees should not work more than three hours without a break.

In addition, employees who work longer than five hours will be scheduled for an unpaid meal period of at least thirty minutes if the employee is still on the clock. The time when meal periods are scheduled varies between departments, depending on the needs of each department. Your team manager will assign your meal period schedule.

During unpaid meal breaks, employees are completely relieved of job duties. MTA reserves the right to schedule or reschedule meal and rest periods to meet the operational needs of MTA.

Represented employees should refer to their respective collective bargaining agreement for other specifics relating to Rest and Meal Breaks.

## 2-8 Travel Time for Non-Exempt Employees

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods), on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

## **Out-of-Town Trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things, meal periods.

## **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

## **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. The time it takes an employee to travel to any of MTA's workplaces to start their shift is considered non-compensable. However, it would include the time it takes to get from one MTA location to another.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate. Non-exempt employees may be required to flex their time when possible to minimize overtime as a result of work travel.

To the extent that applicable state law provides greater benefits, state law applies.

*(See POL 402 Travel and Travel Reimbursement Policy for details.)*

## **2-9 Safe Harbor Policy for Exempt Employees**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Mason Transit Authority. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- absences for personal reasons exceeding 4 hours in the day;

- absences for sickness or disability exceeding 4 hours in the day;
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- medical leave absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or vision premiums; state, federal or local taxes; and/or social security.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences less than 4 hours for personal reasons, sickness or disability;
- an absence because the employer has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness, or disability.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact the Administrative Services Manager or any other supervisor in Mason Transit Authority with whom the employee feels comfortable. No employee will be subjected to retaliation for raising a concern about an improper pay deduction.

## 2-10 Veteran's Preference

Veterans will be given preference in the selection process for filling vacant positions, in compliance with state law ([RCW 41.04.005](#), [41.04.010](#) and [73.16.010](#)). To claim Veteran's Preference, applicants must complete a *Veteran's Preference Declaration*.

## 2-11 Your Paycheck

The employee will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, MTA is required to make deductions for Social Security, federal income tax and any other appropriate taxes or deductions. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received for non-exempt employees.



If there is an error in an employee's pay, the employee should bring the matter to the attention of the Administrative Services Department immediately so MTA can resolve the matter quickly and amicably.

## **2-12 Direct Deposit**

Mason Transit Authority pays employees through the use of direct deposit. Authorization forms are available within Paylocity. Employees may opt to receive a check instead of direct deposit.

## **2-13 Salary Advances**

Mason Transit Authority does not permit advances on paychecks or against accrued paid time off.

## **2-14 Performance Review**

Mason Transit Authority endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions and demotions are determined by and at the discretion of management and respective collective bargaining agreements.

In addition to these formal performance evaluations, MTA encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

## **2-15 Job Postings**

Mason Transit Authority is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements:

- Should be a current, regular, full-time, or part-time employee;
- Been in your current position for at least three months;
- Maintain a performance rating of satisfactory or above;
- Maintain an exemplary safety record;
- Should not be on an employee conduct/performance-related probation or warning;
- Must meet the job qualifications listed on the job posting; and
- Required to provide the employee's manager with notice prior to applying for the position.

If the employee finds a position of interest on the job posting website and meets the eligibility requirements, they are encouraged to apply in order to be considered for the position. MTA will post all vacancies, job openings and new classifications and it shall remain open 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. MTA reserves the right to seek applicants

solely from outside sources or to post positions internally and externally simultaneously if the vacant position is at the lowest classification level, or on approval of the General Manager where there is a need to fill the position without delay.

For more specific information about the program, refer to the appropriate collective bargaining agreement or contact the Administrative Services Manager.

## **2-16 Transfer/Promotion**

An employee may apply and be selected for another position in MTA. The employee may be hired at the new range, depending on qualifications for the position.

## **2-17 Voluntary Reduction**

A regularly appointed employee may reduce or be reduced to a vacant position in a lower classification for his or her personal reasons or for reasons of organizational change, reduction in force, disability accommodation or because of poor job match or work performance upon approval of the General Manager. No selection process is required; however, the employee must be able to demonstrate that he or she meets the minimum qualifications for the lower classification. An employee so reduced must successfully complete the probation review period if he or she has not successfully completed an initial probation review period.

## **2-18 Reclassification**

Reclassification is a change in salary range and/or exempt status for a specific position, as a result of a significant increase or decrease in the level of responsibilities, tasks, duties and skills required in the current position. A reclassification is not appropriate for a change in volume of work at the current level of responsibility.

When the duties of a position materially change, an employee may request a reclassification study with the approval of his/her team manager. Administrative Services will provide a Position Description Questionnaire for the employee to complete and review with the team manager. The team manager will forward the completed and approved questionnaire to the Administrative Services Manager recommending a reclassification study. The Administrative Services Manager will conduct a review of the position. Together the team manager and Administrative Services Manager will make a determination if the position should or should not be reclassified and will provide written notification to the employee of the reclassification decision.

If the employee disagrees with the reclassification decision, the employee should discuss the outcome with their team manager and Administrative Services Manager. If, after that discussion, the employee would still like to appeal the original decision, the appeal request, with written reasons for disagreement, may be submitted to the General Manager within thirty days of receiving written notification of the reclassification decision. Request for reclassifications are accepted only in the fall of each year. The MTA Board makes final approval with budget adoption in their December board meeting. All reclassifications become effective the first of the year following budget approval.

If a position is reclassified, the incumbent will move to the new range that exceeds his/her current salary.

A reclassification resulting in placement in a lower salary range is not considered a demotion. If an employee's salary is higher than the top of the new range, the employee's current salary will be maintained until the reassigned salary range has met or exceeded the previous salary.

## **2-19 Interim or Temporary Appointments for Exempt Positions**

An employee may be temporarily assigned to another MTA position for reasons such as:

- Temporary staffing for a new program;
- Replacement of injured worker;
- Leave replacement; or
- To meet the business needs of MTA.

Where a position will be unattended for a significant period of time (generally more than more than 30 days), an interim or temporary appointment may be made. The team manager via a Personnel Action Request form (PAR) must authorize any interim/temporary appointment in advance, reflecting the assignment and salary change.

If an employee is temporarily appointed for more than 30 days, the employee's salary will be temporarily changed for the duration of the appointment. The salary for the interim/temporary appointment will exceed the employee's current salary by 5%.

## **2-20 Mandatory Acting Appointments**

Unlike other positions at MTA, the General Manager and Clerk of the Board positions cannot be vacant for more than one workday. Following a one-day absence in either position, a temporary appointment will be made to cover subsequent absences for reasons such as:

- The statutory requirement of MTA to have an active Clerk of the Board at meetings of the MTA Board;
- Leave replacements; or
- To meet the business needs of MTA.

The General Manager will authorize the Acting Clerk of the Board assignment, as well as the Acting General Manager assignment. If the General Manager is unable to authorize the Acting Clerk of the Board and Acting General Manager assignment, the Board will appoint the Acting representatives.

If the mandatory acting appointment is longer than 30 days, the employee's salary will be temporarily changed for the duration of the appointment. The salary for the mandatory acting appointment will exceed the employee's current salary by 5%.

## Section 3 - Benefits

### 3-1 Benefits Overview

In addition to good working conditions and competitive pay, it is Mason Transit Authority's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Mason Transit Authority provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Administrative Services Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Mason Transit Authority (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While MTA intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason, subject to any collective bargaining obligations.

If employees have any questions regarding benefits, they should contact the Administrative Services Manager, or refer to their current collective bargaining agreement.

### 3-2 Paid Holidays

The holiday schedule with specific dates is posted each year on the annual calendar. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday. ***Public Service may run on some holidays or observed holidays.*** Regular Full-Time, Regular Part-Time and Full-Time Worker Driver employees will be paid for the following holidays:

New Year's Day  
 Martin Luther King, Jr. Day  
 President's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans' Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Day

Back-up Worker Drivers must work the entire pay period to be eligible, regardless if they work for multiple drivers or the same one.

When holidays fall or are celebrated on a regular work day, eligible Regular Full-Time employees will receive eight (8) hours of holiday pay at their regular straight-time rate, eligible Regular Part-Time employees will receive four (4) hours of holiday pay at their straight-time rate, and Full-Time Worker Drivers will receive holiday pay for shift hours. All eligible employees who work on a holiday will receive holiday pay and hours worked at their regular straight-time rate.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee may reduce their vacation request by one day to allow for compensation of the holiday pay.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee may reduce their vacation request by one day to allow for compensation of the holiday pay.

Employees who are in a non-paid status both before and after the day of a holiday, or otherwise on a leave of absence without pay (LWOP) are not eligible for paid holidays.

Holiday hours are not counted as hours worked when calculating overtime for the week.

### 3-3 Paid Vacations

MTA appreciates how hard employees work and recognize the importance of providing time for rest and relaxation. MTA encourages employees to get this rest by taking vacation time. Regular Full-time employees accrue paid vacation time as follows:

# of Months	Hours Accrued/Pay Period
0-12	3.69
13-24	4.00
25-60	4.30
61-120	5.53
121+	7.38

Regular Part-Time employees accrue paid vacation time as follows:

# of Months	% Accrued/Pay Period
0-12	5.1%
13-24	5.5%
25-60	5.9%
61-120	7.6%
121+	10.2%

Regular Part-Time employees accrue paid vacation based on the number of worked hours in a pay period.

Worker Driver, On-Call, Interns and Temporary positions are not eligible to receive paid vacation.

Vacation leave begins accruing upon hire and becomes available for use after completing six months of employment. Vacation is paid out at 100% up to 240 hours when an employee leaves MTA

Use of vacation leave must be approved in advance by a manager/supervisor. Vacations shall initially be scheduled according to seniority, then on a first-come, first-served basis.

MTA shall have the right to establish a vacation schedule establishing the number of employees allowed vacation on given dates and/or shifts.

See applicable collective bargaining agreement for additional details regarding the vacation bidding process.

### **3-4 Paid Personal Days**

Regular Full-time employees are eligible to receive up to sixteen (16) hours personal leave per calendar year. During the calendar year in which a full-time employee is first hired, those full-time employees hired after June 30 will be eligible to receive eight (8) personal leave hours.

Manager's personal days are determined on a pro-rata basis with the Board's approval of the Non-Rep Compensation Plan each year.

Part-time employees are eligible to receive up to eight (8) personal leave hours per calendar year. During the calendar year in which a part-time employee is first hired, those part-time employees hired after June 30 will be eligible to receive four (4) hours personal leave.

Full-time Worker/Drivers are eligible to receive up to twenty-five (25) hours personal leave per calendar year. During the calendar year in which a full-time Worker/Driver is first hired, those full-time drivers hired after June 30 will be eligible to receive twelve and a half (12.5) personal leave hours.

Earned, unused personal days are forfeited at the end of the calendar year and are not paid out at separation. Personal days are replenished during the processing of the first payroll each year.

Full-Time employees must use personal leave in eight (8) hour increments. Part-Time employees must use personal leave in four (4) hour increments. Worker/Drivers must use personal leave in five (5) hour increments.

Personal days must be scheduled in advance. Management reserves the right in its sole discretion to deny any requests based on seniority or agency service needs.

### **3-5 MTA Sick Leave**

In addition to Washington Paid Sick Leave, full-time employees are eligible to receive up to 44 hours of MTA sick leave at the rate of 1.69 hours per bi-weekly pay period each year.

*(See POL-310 MTA Sick Leave Policy for details.)*

### **3-6 WA Paid Sick Leave**

MTA provides Washington Paid Sick Leave to all employees to use for qualifying reasons according to RCW 49.46.200.

*(See POL-309 WA Paid Sick Leave Policy for details.)*

### **3-7 Washington Family Care Act**

Consistent with the Washington Family Care Act, employees may use their choice of any accrued leave (*e.g.*, vacation, sick leave, personal leave) that they have available for their own use in order to care for their child, spouse, registered domestic partner, parent, parent-in-law or grandparent.

An employee may use available paid time off to care for his/her child where the child has a health condition requiring treatment or supervision, or where the child needs preventive care (such as medical, dental, optical or immunization services).

An employee may use available paid time off when a spouse, registered domestic partner, parent, parent-in-law, or grandparent has a “serious or emergency health condition,” which are conditions:

- Requiring an overnight stay in a hospital or other medical-care facility;
- Resulting in a period of incapacity or treatment or recovery following inpatient care;
- Involving continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or
- Involving an emergency (*i.e.*, demanding immediate action).

Employees are required to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. MTA reserves the right to require verification or documentation confirming a family member’s health condition when available leave is used to care for

that family member; provided, that if the employee elects to use Washington paid sick leave, verification procedures described in the WA paid sick leave policy will be applied.

### **3-8 Workers' Compensation**

All employees are covered for on-the-job injuries or illnesses through Washington State's worker's compensation insurance, administered by the Department of Labor and Industries (L&I) <http://www.lni.wa.gov/default.asp>. This state insurance program is designed to cover employees' medical costs and provide compensation for work time lost resulting from on-the-job accidents and injuries. Long-term remedies, such as vocational rehabilitation or cash settlements, are also possible. Entitlement to all such benefits will be determined by L&I.

Employees will receive regular pay for the day the injury occurred if they seek medical treatment at the time of injury. For example, an employee who normally works 8:00 AM to 5:00 PM, with an hour for lunch, is injured at 2:00 PM and goes to the doctor. Despite working only five hours, the employee will be paid for eight hours.

L&I provides time-loss payments, at a percentage of regular salary, for time off work from the date of injury until the employee returns to work, if the employee is off work for 14 consecutive days or more. If the employee returns to work prior to the 14th day following the injury, L&I pays time-loss from the fourth day until the employee returns to work. The employee will use sick leave to cover those first three days off work. If no sick leave is available, the employee will be on leave without pay, vacation or personal leave for those days.

Employees may also use sick leave or vacation leave to make up the difference between the amount paid for time-loss and regular pay.

Employees may be eligible for transitional modified duty work as part of L & I's Stay at Work program.

L&I does pay approved medical costs resulting from an on-the-job injury or illness, even if the employee does not miss work.

*(See POL-601 Providing Workers' Compensation and Transitional Work Assignments Policy for details.)*

### **3-9 Jury Duty**

Mason Transit Authority realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty. When an employee is excused from jury duty prior to the end of the workday, the employee is required to report back to work or check in with their supervisor.



Regular full-time employees will be paid their regular salary/wages for any period of service required as a juror that occurs during the employee's scheduled workday. 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 their manager. Employees will be reimbursed the difference between the daily jury stipend and their regular rate of pay. Employees are entitled to retain any expense payment.

### **3-10 Bereavement Leave**

The death of a family member is a time when employees wish to be with their families. For the purposes of this policy, immediate family includes a spouse, domestic partner, child, parent, sibling, stepparents, stepchildren, stepsiblings, grandparents, grandchildren, parents-in-law, son or daughter-in-law and brothers or sisters-in-law. Regular full-time employees are allowed a maximum of three 8-hour days (24 hours) of paid leave for the loss of an immediate family member when absent on regularly scheduled workdays, following the day of death. Regular part-time employees are allowed a maximum of three 4-hour days (12 hours). Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Mason Transit Authority may require verification of death. Bereavement days expire if not used within 6 months unless special accommodation is given.

### **3-11 Voting Leave**

MTA encourages each employee to exercise the right to vote. Washington State uses a vote by mail system, therefore in most situations, employees should be able to vote before or after work or by mail ballot. If this is not possible, employees may take up to two hours, with pay, to vote. This time must be requested in advance, and employees are generally expected to take the time off at the beginning or the end of the workday or whenever is most convenient for the agency.

### **3-12 Insurance Programs**

MTA provides a package of healthcare benefits, including medical, dental, vision, life, long-term disability and employee assistance programs. Medical and other insurance benefits begin on the first day of the first month following date of hire or status change. For eligible employees who qualify for and choose to purchase insurance coverage through MTA for themselves and/or their family, the employee's contribution will be deducted from the employee's paycheck. MTA will deduct the premiums from the first two pay periods of the month. For those months with three pay periods, the third pay period will not have premiums deducted.

In addition to the general information provided below, the most recent and specific details of each plan are available from Administrative Services. MTA reserves the right to change or discontinue any of these benefits at any time. The current benefit plan documents supersede any information provided in this handbook.

The General Manager may evaluate requests to extend healthcare benefits beyond an employee's termination date or in cases where an employee reduces hours due to a disability. Details of the amount and duration of any extension will be determined on a case-by-case basis.

### **Medical Insurance**

MTA provides subsidized medical insurance for eligible employees and their dependents. Employees will be provided with the current available choices of medical carriers. The General Manager evaluates requests to extend full-time benefits for certain positions when hours in that position have been reduced for business reasons from regular full-time hours to regular part-time hours.

### **Dental Insurance**

MTA provides subsidized dental insurance for eligible employees and their dependents. Employees will be provided with the current available choices of dental carriers.

### **Life Insurance**

MTA provides a flat amount \$48,000 subsidized life insurance with an additional \$1,000 basic dependent life insurance. A reduction of benefit begins at age 65. See Schedule of Insurance for details.

### **3-13 Long-Term Disability Benefits**

MTA offers Long-Term Disability (LTD) Insurance to help protect a certain level of income in the event an employee cannot work because of a covered illness or injury. Refer to the plan guide for details.

### **3-14 Salary Continuation**

Mason Transit Authority provides access to employee-paid AFLAC policies which can provide a source of income when accidents, sickness, cancer, or disability affects you or your family. Available as a payroll deduction, most AFLAC policies can be pre-taxed and will not affect nor interfere with your core insurance coverage.

### **3-15 Employee Assistance Program**

MTA provides access to EAP 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. Employees are encouraged to contact the EAP before a personal problem affects work performance. To proactively address performance issues, team managers may advise employees to contact the EAP. The phone number to schedule appointments is the same number as the 24-hour Crisis Services (800) 570-9315.

Team managers will not consider an employee's decision to interact or not to interact with the EAP when taking any disciplinary action.

### 3-16 Smoking Cessation Incentive

Employees who successfully quit smoking will be reimbursed 100% of the cost of the smoking cessation program, up to a maximum of \$100. Employees may submit a request for reimbursement after not smoking for 30 days, while also agreeing to repay the amount in full if they begin smoking within two years of being reimbursed. The “Smoking Cessation Reimbursement Agreement” form is available from Administrative Services.

### 3-17 Retirement Plan

There is no mandatory retirement age for MTA employees. MTA requests that an employee who plans to retire provide written notice of retirement to his/her team manager at least two weeks prior to retirement date. The employee’s team manager is responsible for notifying the Administrative Services Manager. The Finance Team is responsible for reporting the employee’s separation date to the Washington State Department of Retirement Systems.

To obtain retirement benefit information, employees must contact the Washington State Department of Retirement Systems (DRS) office in Olympia. This should be done at least 90 days in advance of the anticipated date of retirement. The employee’s social security number should be included on all correspondence. PERS retirees considering re-employment by MTA or any employer covered by one of the Washington State retirement systems should be aware that returning to work may affect their retirement benefits. Please contact the Department of Retirement Systems (DRS) prior to returning to work to discuss the impacts.

#### PERS CONTACT INFORMATION

##### Mailing:

WA State Department of Retirement Systems  
PERS  
PO Box 48380  
Olympia, WA 98504-8380  
Web site: <http://www.drs.wa.gov/>

##### Phone Information:

(360) 664-7000  
1-800-547-6657  
TDD: (360) 586-5450

### 3-18 Education Assistance Program

MTA supports employees who wish to continue their education to secure increased responsibility and growth within their professional careers. In keeping with this philosophy, the agency has established a reimbursement program for expenses incurred through approved institutions of learning. If you are a full-time regular employee and have completed one year of service, you are eligible for participation in

this program so long as the courses provide additional education to increase the competence in the employee's present job and to prepare for advancement in MTA.

*(See Policy 303 - Educational Assistance Program Policy.)*

### **3-19 Extended Medical Benefits - COBRA**

In compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) <http://www.dol.gov/ebsa/>, MTA offers continuing healthcare benefits to employees and their covered dependents who have lost insurance due to termination of employment, a reduction in work hours, resignation, retirement or death. Except in instances where termination is due to gross misconduct, employees and their covered dependents may continue coverage for a specified period of time at their own expense plus a 2% administration fee. Terminating employees should contact Administrative Services for information on continuing group health benefits.

### **3-20 Vacation Payout**

All accrued, unused Vacation Leave up to 240 hours will be paid upon resignation, termination or retirement, when an employee leaves MTA except as noted below. To be eligible for Vacation Payout employees must have satisfactorily completed probation. An employee who is discharged for misconduct or resigns in lieu of discharge for misconduct, will not be paid for any accrued but unused vacation. Vacation payout will be paid out in the payroll following the last payroll worked. Vacation payout will be made once confirmation that all agency property has been returned.

### **3-21 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), 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 MTA, the employee shall be paid for all accumulated MTA 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

### **3-22 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 accrued 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 for approval at least two (2) weeks prior to the requested day. The Department Manager will evaluate whether the employee's absence will cause an undue hardship to Mason Transit.

### **3-23 Uniforms**

MTA shall provide MTA-branded uniform work clothing and foul weather gear at no cost to non-represented employees as well as reimbursements for specific required items as appropriate for their department. MTA shall reimburse these individuals through the next payroll following submittal to payroll.

*(Represented employees should refer to their respective collective bargaining agreements.)*

## Section 4 - Leaves of Absence

### 4-1 Family and Medical Leave Act

#### Statement of Policy

The federal Family and Medical Leave Act (FMLA) provides eligible employees up to 12 workweeks of unpaid job protected leave per 12-month period for any one or more of the reasons listed below.

- The employees' own serious health condition that makes the employee unable to perform one or more of the essential functions of his/her position; or
- The physical or psychological care for a serious medical condition of an immediate family member (spouse, child, parent) of the employee; or
- The birth and care of a newborn child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement); or
- For a "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member (including those in the regular Armed forces, the National Guard or the Reserves) who is on active duty in, or has been notified of an impending call to deployment with the Armed Forces to, a foreign country. Qualifying exigencies are generally activities related to the active duty or call to duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured service member who is the employee's spouse, parent, child or next of kin (referred to as "military caregiver" leave). The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

When an employee is disabled during pregnancy or following childbirth, she is entitled to unpaid pregnancy disability leave under state law, regardless of FMLA eligibility. She may also be eligible for additional leave under the Washington State Paid Family Medical Leave Act (PFML).

All FMLA leave will be administered in accordance with the federal statute and FMLA regulations. To the extent a particular mandatory FMLA eligibility, certification or other issue is not specifically addressed in this policy, MTA will follow the law and regulations.

12-Month Period – MTA uses the rolling calendar year method. This means that the amount of FMLA leave an employee is entitled to is calculated by looking at the previous 12-month period measured backward from the date the first day of FMLA leave is taken. The only exception is for military caregiver leave, in which the 12-month period begins on the first day the employee takes military caregiver leave.

Spouses – If both spouses work for MTA, their combined leave in any 12-month period will be limited to a total of 12 work weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent. If either spouse uses FMLA leave for his or her own serious medical condition, each spouse remains eligible for the remainder of his or her 12 workweeks, excluding time taken to care for a family member or birth/placement of a child.

Child – means a child either under 18 years of age or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's “child” is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild.

Parent – means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child. This does not include in-laws.

Covered service member – for purposes of military caregiver leave, refers to a current member of the Armed Forces, including National Guard or Reserve members, who has a serious injury or illness incurred or aggravated in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. Covered service member also includes a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred or aggravated in the line of active duty if the veteran was a member of the armed forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

Serious Health Condition – means an illness, injury, impairment, or a physical or mental condition that involves:

- Inpatient care; or
- Any period of incapacity of ***more than three calendar days*** that involves continuing treatment by a health care provider, or
- Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
- Prenatal care by a health-care provider, or any period of incapacity due to pregnancy.

Continuing Treatment – means

- Two or more treatments by a health care practitioner on referral from or under the direction of, a health care provider; or
- A single visit to a health care provider that results in a regimen of continuing treatment, such as treatment for cancer, diabetes, kidney disease, heart disease, stroke, severe respiratory illness or pregnancy, for example. A regimen that includes taking over-the-counter medications, bed rest, drinking fluids, exercises and other similar activities do not constitute a regimen of continuing treatment; or
- In the case of a serious long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

Health Care Provider – defined as licensed Doctor of Medicine or osteopathy, podiatrists, clinical psychologists, optometrists, and chiropractors (only when providing manual manipulation of the spine to treat certain demonstrated maladies). Nurse midwives and nurse practitioners, any health care provider who is listed on the employer’s group health plan and registered Christian Science practitioners are also recognized.

## **Coverage and Eligibility**

To be eligible for FMLA leave, the employee must have worked for MTA for at least 12 months (not necessarily consecutively) and have worked at least 1,250 hours over the previous 12-month period.

## **Intermittent or Reduced Leave**

An employee may take leave intermittently, in separate blocks of time ranging from thirty minutes to several weeks, or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when “medically necessary”. Intermittent or reduced schedule leave may also be taken for qualifying military exigencies.

Reduced schedule leave and intermittent leave for personal medical leave is limited to times which are scheduled for treatment, recovery from treatment or illness, and for periods of disability due to a chronic health condition, including psychological care when such care would benefit the patient.

An employee must have prior consent of his or her team manager when intermittent or reduced leave is taken after the birth or placement of a child for adoption or foster care.

For part-time employees and those who work variable hours, the amount of FMLA time is calculated on a prorated basis. Part-time employees receive up to 12 of their average workweeks of unpaid leave. An average of the 12 months prior to the beginning of the leave will be used for calculating the employee’s normal workweek, if necessary.

If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as to not unduly disrupt MTA’s operations.

## **Use of Sick Leave on FMLA**

Non-represented employees may use accrued sick, vacation, personal leave or take Leave Without Pay while on FMLA. Represented employees should refer to applicable collective bargaining agreements. In cases, where the employee is on FMLA and L&I concurrently, the employee may choose to supplement L&I time-loss payments with sick, vacation and/or personal leave.

## **Notice Requirement**

- When an employee requests a FMLA leave, or when MTA becomes aware that an employee’s absence may be for a FMLA qualifying reason, MTA will, within five business days, issue the “Notice of Eligibility and Rights and Responsibilities”, a “Medical Certification” form and the FMLA policy to the employee. Under extenuating circumstances, the five days may be extended as per [29 CFR §825.300](#). The forms will be mailed to the employee’s home if they are still on leave when the notice is issued.
- When the employee provides information indicating that the leave may be FMLA covered, MTA will issue the documents requested as listed in the previous paragraph above within five business days. The employee may not request FMLA for prior leave periods not certified for the current absence. The employee must provide the Medical Certification within 15 calendar days



of the date management issued the “Notice of Eligibility and Rights and Responsibilities”, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts. A 16<sup>th</sup> day will be added if the notice was mailed to the employee’s home. A reasonable extension of this deadline may be granted provided a request is made prior to the Medical Certification submission deadline date and Administrative Services is kept updated as to the status of the paperwork.

- If a leave is foreseeable, employees are required to give a 30-day notice of their need for leave, so MTA can arrange proper accommodations. If leave is unforeseeable, notice must be given as soon as practicable. If an employee is off work due to an L&I injury or is on disability insurance, his/her leave will be automatically designated as FMLA (if the employee is eligible), whether or not the employee requests FMLA. Administrative Services will advise the employee of this designation.
- Absent extenuating circumstances, MTA will provide a “Designation Notice” within five business days of receiving enough information to determine whether the leave is for an FMLA-qualifying reason. Only one designation notice will be provided for each FMLA-qualifying reason per 12-month period (for example, a designation notice would be provided upon certification of a serious health condition, but not each time the employee took intermittent leave thereafter).
- If there is a dispute as to whether leave qualifies as FMLA leave, MTA and the employee should attempt to resolve it through documented discussions maintained by MTA ([29 CFR §825.301 C](#)).
- Administrative Services will maintain central record keeping on FMLA leave. Administrative Services will coordinate the necessary documentation and notify the employee in writing of the FMLA start dates and the rights employees have under the law.
- No MTA staff may require the employee to provide medical documentation to anyone outside of Administrative Services.
- When an employee turns in a doctor’s note for an absence less than 30 days or a Return-to-Work form for absences that are 30 or more days to their supervisor or team manager, established Return to Work policies will prevail at that point.
- If an employee returns to work before the planned return date from the FMLA leave, the employee must provide at least one working days advance notice.
- If an employee does not return to work *for medical reasons* on the planned return date from the FMLA leave, the employee will have to provide either an updated “*Medical Certification*” or a revised “*Return to Work Release*” form or doctor’s note, if absence is less than 30 days.

## Medical Certification

- For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed “*Medical Certification*” form and return the certification to Administrative Services (a different, non-medical certification form must be submitted if leave is taken for a “qualifying emergency” arising from a family member’s military service).
- If MTA finds a medical certification to be incomplete or insufficient, it will advise the employee in writing what additional information is needed to make the certification complete and sufficient. An employee will be given ten (10) calendar days to cure the deficiency (unless more time is needed despite the employee’s diligent and good faith efforts).

- MTA may take steps to authenticate or clarify a medical certification only in writing with the medical practitioner who completed the form or his/her staff member, may request periodic recertification as allowed under federal law, and/or may require (at MTA expense) a second and/or third opinion. This can be done either by fax or by mail and shall include notice to the employee that authentication is being sought.
- MTA may seek clarification where information is vague, ambiguous, or non-responsive. To do so, MTA shall return the medical certification to the employee noting the specific deficiencies. The employee shall be allowed ten (10) days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts to cure any such deficiency.

If MTA has reason to doubt the validity of a medical certification, it may request a second or third opinion at its own expense.

Any such efforts to verify a medical certification to determine the employee's entitlement to FMLA leave will comply with the process and limitations set forth in federal FMLA regulations, including but not limited to restrictions on the health care providers(s) that may be designated to provide second or third opinions ([29 CFR §825.307 – 825.308](#)).

All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in Administrative Services in files separate from the employee personnel records.

### **Effects on Benefits**

- MTA will continue to pay the employer premiums for any health, dental, vision, and life insurance at the same level that the employee received prior to going on FMLA while they are on protected leave, provided the employee pays the employee's portion of premiums.
- Employees do not accrue vacation or sick leave during any period of LWOP and will not receive holiday pay while on FMLA or LWOP.

### **FMLA and L & I**

All consecutive L&I absences of more than 3 days are automatically approved as FMLA if absence qualifies under FMLA.

All intermittent L&I absences will be approved as FMLA where there is an associated open L&I case on file with the state.

### **Time Sheets**

All FMLA leave, paid or unpaid, must be identified as such on the employee's time sheets.

## **4-2 Paid Family and Medical Leave (PFML)**

The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security

Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons.

## **Eligibility**

Under PFML, employees may be eligible for monetary benefits and/or job protection. Eligibility requirements are as follows:

**Monetary benefits:** Employees who have worked 820 hours for any Washington employer in the qualifying period (equal to 16 hours a week for a year) are eligible to apply for paid medical leave or paid family leave (collectively PFML). “Qualifying period” means the first four (4) of the last five (5) completed calendar quarters or, if eligibility is not established, the last four (4) completed calendar quarters immediately preceding the application for PFML. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.

**Job protection:** In order to be eligible for job protection under PFML, an employee must work for an employer with 50 or more employees, must have worked for that employer for at least 12 months, and must have worked 1250 hours in the year preceding the PFML application.

## **Duration of Entitlement**

Eligible employees may be entitled to receive PFML benefits for up to 12 weeks per claim year when taking medical or family leave, or for a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of PFML benefits may be available in the event the employee’s leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits. PFML benefits may be available in connection with leave taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee’s own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee’s child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the federal FMLA. For purposes of family leave, covered family members include the employee’s child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

## **Filing Claims with the ESD**

Employees may apply for PFML benefits by:

- using the ESD online services;
- contacting the paid family and medical leave customer care center by telephone; or
- using alternate methods authorized by ESD.

The ESD is solely responsible for determining if an employee is eligible for benefits. If eligible, an employee must file claims on a weekly basis to continue receiving PFML benefits. The ESD paid leave website contains a benefits calculator to assist employees in calculating their weekly PFML benefit.

## **Notification Requirements**

An employee must provide written notice to MTA of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to MTA, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, MTA will advise the employee whether the employee is eligible for job protection under the FMLA and/or PFML.

For any PFML leave day to be permitted under this policy the employee must file a claim for the corresponding day of leave with ESD. MTA reserves the right to require employee confirmation of application to ESD for PFML benefit days and will consider any PFML day that benefits were not applied for as an unapproved absence.

## **Supplemental Benefits During PFML**

MTA does not offer supplemental benefits to employees who are receiving PFML.

## **FMLA Concurrent with PFML**

Any time off for PFML purposes will run concurrently with FMLA, if applicable. Please see the "Family and Medical Leave" policy for eligibility requirements.

## **Questions and/or Complaints about PFML**

MTA is prohibited from discriminating or retaliating against employees for requesting or taking PFML.

For more information on PFML, employees may go to [paidleave.wa.gov](https://paidleave.wa.gov) or speak with the Administrative Services Manager.

*(See POL-311 - Washington Paid Family and Medical leave for a summary of the PFML program.)*

### **4-3 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking; Safety Accommodation**

If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking, the employee may be eligible to take reasonable, unpaid time off from work for one or more of the following reasons:

- seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a family member including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
- seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or to attend to health care treatment for a victim who is a family member;
- obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- obtain or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or family member was a victim of domestic violence, sexual assault or stalking; or
- participate in safety planning, temporarily or permanently relocate, or take other actions to increase personal safety or that of family members from future domestic violence, sexual assault or stalking.

Employees may elect to use any sick leave or other paid time off for leave pursuant to this policy. Leave may take the form of reasonable unpaid leave from work, intermittent leave or leave on a reduced leave schedule.

Employees wishing to take leave pursuant to this policy must give advance notice of their intention to take leave. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault or stalking, the employee or a designee must give notice no later than the end of the first day on which such leave is taken.

Verification of the need for leave may be required.

MTA will also make reasonable safety accommodations for any personnel who are victims of domestic violence, sexual assault or stalking. Accommodations may include, for example, modification of a telephone number or email address, modified work schedule or implementation of safety procedures. If you are a victim in need of safety accommodations, please contact the Administrative Services Manager.

### **4-4 Pregnancy and Childbirth Leave**

Employees are eligible to take unpaid leave for the actual period of time that they are sick or temporarily disabled because of pregnancy or childbirth.

Any employee wishing to request leave because of a pregnancy-related disability, must supply appropriate medical certification.

This leave is available regardless of whether the employee qualifies for leave under MTA's Family & Medical Leave policy. This leave will run concurrently with FMLA and/or PFML where applicable, provided that pregnancy/childbirth disability leave may extend beyond FMLA and PFML leaves if the employee's disability is ongoing.

During this leave, the employee may use any applicable paid time off benefits that she has available to cover some or all of the absence and may be eligible for PFML benefits. Otherwise, the leave will be unpaid. Group health and other benefits will be handled in the same manner as for any other similar pregnancy or non-pregnancy related absence.

If the employee takes this leave only for the actual period of disability, as certified by her health care provider, then she ordinarily will be allowed to return from this leave to the same job she held when the leave began, or to a similar job of at least the same pay. Exceptions to this general rule will be made only if MTA has a business necessity to do otherwise.

#### **4-5 Military Leave**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

Employees will receive regular pay for the first 21 days of military leave during the twelve-month period October 1 to September 30. Military leave pay is in addition to any other leave benefits. Following this paid leave, employees may go on accrued vacation or personal leave for any remaining commitment.

#### **4-6 Leave Without Pay (LWOP)**

Employees who have exhausted all vacation and personal leave and need additional leave may submit a written request for a leave of absence without pay for non-medical personal reasons to their supervisor at least 30 days in advance. Emergency requests may be submitted in writing without advance notice. The leave request must be dated, signed by the employee, state the reasons, circumstance, duration and location of the employee during the leave. MTA is sensitive to employee needs and will make

reasonable attempts to accommodate such requests if they do not disrupt the business operations of the agency. Any employee who fails to report promptly for work at the expiration of a leave of absence; accepts other employment during the leave; or applies for unemployment insurance while on leave, will be considered to have voluntarily resigned.

Employees who have exhausted all PFML or FMLA protected leave for a medically related absence and are unable to return to work, may submit a written request to HR for an accommodation under the American Disabilities Act (ADA & ADAA). The interactive process between the employee's healthcare provider and HR will be required and supported by the completion of a Health Care Certification that outlines the accommodation requested including the additional length of time needed for consideration of the accommodation's impact on MTA business needs.

When an MTA employee is on paid leave (i.e., is drawing on accrued leave to receive pay during a leave) MTA will continue to pay insurance premiums, less employee contributions.

Employees, who exhaust all paid leave must request LWOP. Employees on approved LWOP, for an entire pay period, will not accrue paid time off and will not be paid for holidays. Employees on LWOP must work at least 50% of the working days of the pay period in order to accrue leave and holidays. An employee on unpaid leave of absence for more than 30 consecutive days will be offered COBRA continuation of benefits through self-paid premiums.

#### **4-7 Return to Work Policy**

When an employee returns to work from a medical leave of more than three consecutive calendar days, MTA addresses safety, medical, and liability concerns by reserving the right to require that employees be evaluated by a qualified medical provider to verify the employee's ability to work.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family and Medical Leave Act of 1993 (FMLA), the Americans with Disabilities Act of 1990 (ADA), various state and federal laws, and related case law all have requirements governing many aspects of the return to work process, documentation, and the sharing of medical information. In compliance with these laws and regulations, we maintain the confidentiality of medical information required to make the determination that an employee is ready to return to work, except as necessary to facilitate the return-to-work process.

#### **Return to Work Procedure**

In some cases, prior to returning to work, an employee must turn in to their supervisor or team manager a Return to Work Release form (RTW), completed by the treating healthcare provider(s). In order to balance the legal constraints with practical considerations and to allow team managers to safely return employees to work, the team manager will work with Administrative Services to review the form for completeness, clarity, and applicable restrictions and determine the employee's employment status. In most cases, this will be the date of release and any necessary accommodations and/or restrictions.

At the discretion of a team manager and/or the Administrative Services Manager, employees may be required to successfully complete job specific assessments, including, but not limited to, a vehicle orientation and driving refresher, drug test, and/or Functional Assessment, in addition to submitting a complete RTW, prior to starting work. At the suggestion of the healthcare provider or the discretion of

the team manager and/or Administrative Services Manager, employees may also be required to go through individualized transitional work program before returning to full duty.

“Return to Work Release forms” are available from Administrative Services, supervisor, or team manager.



## Section 5 - General Standards of Conduct

### 5-1 Workplace Conduct

Mason Transit Authority endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, integrity and respect.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge. The following are examples and not an exhaustive list of conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing Mason Transit Authority property or a co-worker's property,
3. Disclosure of confidential information.
4. Completing another employee's time records. Exception, a Supervisor/Manager in an employee's absence for the purposes of completing payroll.
5. Violation of safety rules and policies.
6. Violation of traffic laws.
7. Violation of Mason Transit Authority's Drug and Alcohol-Free Workplace Policy.
8. Fighting, threatening or disrupting the work of others or other violations of Mason Transit Authority's Workplace Violence Policy.
9. Failure to perform assigned job duties.
10. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
11. Gambling on MTA property.
12. Willful or careless destruction or damage to MTA assets or to the equipment or possessions of another employee.
13. Wasting work materials.
14. Performing work of a personal nature during working time.
15. Violation of the Solicitation and Distribution. (See Section 5-9 below.)
16. Violation of Mason Transit Authority's Harassment or Equal Employment Opportunity Policies.
17. Violation of Information Technology policies.
18. Unsatisfactory job performance.
19. Any other violation of MTA policy.

Obviously, not every type of misconduct can be listed. MTA will handle each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. Mason Transit Authority will endeavor to utilize progressive discipline and reserves the right in its sole discretion to terminate the employee for misconduct.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## 5-2 Punctuality and Attendance

Employees are hired to perform important functions at Mason Transit Authority. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in progressive disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than one hour before the start of the shift. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with MTA.

*(See POL-310 MTA Sick Leave Policy for details.)*

## 5-3 Inclement Weather

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 use vacation leave. In such event, an employee is expected to contact their supervisor or dispatch as soon as reasonably possible, in accordance with the department's established call-in/reporting procedures.

When inclement weather conditions cause MTA to cancel service, employees shall receive compensation equal to their scheduled work hours.

*(Represented employees should refer to their respective collective bargaining agreement for specific details regarding inclement weather.)*

## 5-4 Use of Social Media

Mason Transit Authority respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter, or similar site, including but not limited to Facebook and LinkedIn. However, to protect MTA interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with MTA equipment or property unless on behalf of MTA as part of the employee's assigned job duties.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information

that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions MTA and also expresses either a political opinion or an opinion regarding MTA's actions that could pose an actual or potential conflict of interest with MTA, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not MTA's position. This is necessary to preserve MTA's good will in the community.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter, or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. MTA policies apply equally to employee social media usage.

Mason Transit Authority encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

*(See POL-1002 Social Media Communications Policy for details.)*

## **5-5 Inspections**

Mason Transit Authority reserves the right to require employees while on MTA property, to agree to the inspection of lockers, desks, cabinets, workstations, packages, or places of concealment in response to a credible concern or complaint under formal investigation. Employees are expected to cooperate in the conduct of any search or inspection when required.

## **Personal Property**

Further, MTA is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

## **5-6 Smoking in Public Places**

In the interest of the health and well-being of all employees, and in compliance with RCW 70.160 Smoking in Public Places and the [Expanded Clean Indoor Air Act](#), smoking is not allowed inside, or within twenty-five feet of any MTA-owned facility entry or exit doorways or vehicles, including buses, staff cars, vanpool vans, shelters and support vehicles. This includes the use of "e-cigarettes". Employees who wish to smoke must use designated smoking areas and dispose of their smoking materials in the ashtrays/bins provided.

## **5-7 Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees must accompany personal guests when visiting anywhere in our facilities other than the reception areas.

## **5-8 Solicitation and Distribution**

Solicitation for non-profit charitable organizations may be allowed by the Administrative Services Manager, provided a detailed written request is submitted in advance. Approval of displays for non-profit solicitation purposes in non-work areas, such as lunchrooms or designated break areas may also be granted, provided those displays do not interfere with the work activities or employee use of those areas.

Solicitation of MTA employees for any partisan political organization or purpose is prohibited on MTA property at any time. Employees may not wear or display any sign or material relating to a political campaign while acting as an MTA employee. MTA facility, equipment, and supplies are for MTA business only and may not be used for any political issue or candidate.

## **5-9 Bulletin Boards**

Important notices and items of general interest are continually posted on our bulletin board, newsletters or other digital media. Employees should make it a practice to review these platforms frequently. This will assist employees in keeping up with what is current at Mason Transit Authority. To avoid confusion, employees should not post or remove any material from the bulletin board.

## **5-10 Confidential Information**

During the course of work, an employee may become aware of confidential information about Mason Transit Authority's business or MTA's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to those without a need to know. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of MTA may be subject to disciplinary action up to and including discharge. Employees may be required to sign an agreement reiterating these obligations.

## **5-11 Conflict of Interest and Business Ethics**

MTA expects its managers, officers, volunteers and employees to conduct business in accordance with the letter and spirit of relevant laws and refrain from dishonest or unethical conduct.

Employees shall, during both working and nonworking hours, act in a manner which will inspire public trust in their integrity, impartiality and devotion to the best interests of MTA, its customers, and the citizens of Mason County.

To ensure ethical and impartial business, it is prohibited for MTA employees to:

- Offer, accept or solicit money, property, service or other items of value by way of gift, favor, inducement or loan with the intent that the offer would influence or the recipient would be influenced by such conduct in the discharge of public duties (per [RCW 42.23.070](#)).
- Use their official position, uniform, or badge to secure special advantage in business, person gain, or other benefit derived from such relationship.
- Use any MTA owned or leased facility, building, equipment, materials or vehicle for their personal use or benefit, or for the personal use or benefit of any other individual. No employee shall have unauthorized possession of company property.
- Invest or hold a financial interest, directly or indirectly, in any business entity, transaction or business endeavor that would create a conflict between the company employee's duty to uphold the public trust and the individual's private interest.

In general, the use of good judgment, based on high ethical principles, will be the guide with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter must be disclosed to the immediate team manager. The team manager will immediately inform the Administrative Services Manager for the purpose of precluding any real or apparent conflict of interest.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and MTA.

*(See POL-204 Code of Ethics for details.)*

## **5-12 Health and Safety**

The health and safety of employees and others on MTA property are of critical concern to Mason Transit Authority. MTA intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on MTA's premises, or in a product, facility, piece of equipment, process or business practice for which MTA is responsible should be brought to the attention of management immediately.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Refer to the MTA Health and Safety Manual for rules and guidelines governing workplace safety and health and the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

## 5-13 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Mason Transit Authority may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of MTA. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. MTA generally will attempt to identify other available positions, but if no alternate position is available, MTA retains the right to decide which employee will remain with MTA.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## 5-14 Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

### **Fragrance Free Workplace**

Employees or clients who are sensitive to perfumes and chemicals may suffer potentially serious health consequences, triggered by exposure to scented products. Consequently, employees are asked to refrain from the use of personal scented products in the workplace where the sole purpose is to produce a scent, such as perfume, after shave, and cologne and to avoid the use of strongly scented personal hygiene products such as laundry soap, dryer sheets, hand lotion, powder, hair spray, and deodorant.

Managers and supervisors are expected to enforce this expectation. An employee who is experiencing health consequences due to another employee's use of scented products should report the problem to their supervisor to ensure appropriate action is taken.

## 5-15 Publicity/Statements to the Media

All media inquiries regarding the position of MTA as to any issues must be referred to General Manager. Only the General Manager is authorized to make or approve public statements on behalf of MTA. No employees, unless specifically designated by the General Manager, are authorized to make those

statements on behalf of MTA. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of MTA must first obtain approval from the General Manager.

## **5-16 Operation of Vehicles**

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on MTA property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety and parking laws or regulations. Drivers must always demonstrate safe driving habits.

An employee whose work requires the operation of an MTA vehicle will be subject to routine Department of Motor Vehicles driving records checks. This record check reports citations and accidents on the employee's personal and commercial driving record. If such an employee's license expires or is suspended or revoked, he/she may be subject to disciplinary action including demotion or termination. Should the employee fail to report immediately such a revocation or suspension of his/her license to the appropriate team manager and instead continues to operate a MTA vehicle, that employee may be subject to termination.

MTA-owned or leased vehicles may be used only as authorized by management.

*(See Section 6-2 Portable Communication Device Use While Driving.)*

## **5-17 Business Expense Reimbursement**

MTA reimburses employees for allowable expenses incurred while traveling on MTA business that are approved in advance by their team manager. As public employees, we are all expected to make an effort to minimize expenses and to travel efficiently. Remember to always request government discounts. The team manager or General Manager may approve unexpected travel expenses.

*(See POL-401 Credit Card Policy and POL-402 Travel and Travel Reimbursement Policy for details.)*

## **5-18 If You Must Leave Us**

Should an employee decide to leave MTA, we ask that he or she provide a supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All MTA property including, but not limited to, keys, credit cards, cell phones, laptop computers, uniforms, etc., must be returned at separation. Employees also must return all of MTA's confidential information upon separation. To the extent permitted by law, employees will be required to repay MTA, (through payroll deduction, if lawful) for any lost or damaged MTA property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## **Post-Employment Reference**

Mason Transit Authority will respond to reference requests through the Administrative Services Department. MTA will provide general information concerning the employee such as date of hire, date of discharge and positions held. Additional information may be provided as required per 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Program. Please refer all requests for references to the Administrative Services Department.

**Only the Administrative Services Manager or designee may provide references.**



## Section 6 – Use of Information Technology

### 6-1 Use of Communications and Computer Systems

Mason Transit Authority's communication and computer systems are intended primarily for business purposes; however, de minimus personal usage is permitted if it does not hinder performance of job duties or violate any other MTA policy. This includes the use of voicemail, e-mail and internet systems. Users have no legitimate expectation of privacy in regard to their use of Mason Transit Authority systems.

Mason Transit Authority may access the voicemail and e-mail systems and obtain the communications within the systems, including past voicemail and e-mail messages, without notice to users of the system, in the ordinary course of business when MTA deems it appropriate to do so. The reasons for which MTA may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; investigating potential misconduct; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that MTA operations continue appropriately during an employee's absence.

Further, Mason Transit Authority may review internet usage to ensure that such use with MTA property or communications sent via the internet with MTA property, are appropriate. The reasons for which MTA may review employees' use of the internet with MTA property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that MTA operations continue appropriately during an employee's absence.

MTA may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

MTA's policies prohibiting harassment, in their entirety, apply to the use of MTA's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since MTA's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

*(See Policy 702 IT Acceptable Use)*

## 6-2 Personal and Company-Provided Portable Communication Devices

MTA-provided portable communication devices (PCDs), including cell phones and laptops, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through MTA's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a MTA-provided or personal device, employees must comply with applicable MTA guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using an MTA-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, MTA information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of MTA information. This is the only way currently possible to ensure that all MTA information is removed from the device at the time of termination. The removal of MTA information is crucial to ensure compliance with the Public Records Act and MTA's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or an MTA-issued device, MTA's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect. Additionally, employees are advised that all work-related communications are subject to disclosure pursuant to the Public Records Act or a legal subpoena, regardless of whether communications occur on a personal or MTA-issued device. Employees may be required to make content on their personal PCD available to comply with public records requests or legal subpoenas.

### **Portable Communication Device Use While Driving**

Employees who drive on MTA business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and/or e-mailing while driving is prohibited in all circumstances.

*(See Policy 703 Cell Phone and Policy 704 IT Remote Access)*

### **6-3 Use of Facilities, Equipment and Property, Including Intellectual Property**

MTA provides its employees with communications hardware and software, internal and external email, access to the internet and voicemail for the benefit of the organization and its clients. Each employee has a responsibility to maintain and enhance MTA's public image which includes using the technology provided in a professional, productive, ethical and legal manner. As a condition of providing this technology, MTA places certain restrictions on usage and expects employees to adhere to the following guidelines, in addition to those outlined in POL-702 (Information Technology Acceptable Use).

#### **Privacy and Security**

Although MTA maintains a high degree of respect for the personal privacy of its employees, each employee should be aware that the following guidelines may affect their privacy in the workplace. The communication systems, as well as the equipment, data, messages, and files stored, are and remain at all times the property of MTA. MTA thus has the right to monitor their use.

MTA reserves the right to review, audit, intercept, access and disclose all messages created, received or sent over the email system for any purpose. At any time and without prior notice, MTA's Leadership Team reserves the right to examine email, personal file directories and other information stored on its computers. Internet activity is public communication and is not private. All communications, including text and images, may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

No employee should consider his or her messages or files to be private or confidential. Even if a message is erased, it is still possible for management to retrieve and read that message. The use of passwords for security does not guarantee confidentiality. It is also possible for messages to be retrieved and viewed by someone other than the intended recipient.

Notwithstanding MTA's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees

may not retrieve or read any email messages that are not sent to them. The General Manager must approve any exception to this policy.

Aside from performance of normal job duties, employees are not permitted to modify, copy, remove or destroy any MTA equipment, data or files, unless specifically authorized or directed by the General Manager or designee.

### **Password Protection**

Computer account and password information should not be shared. Employees will be held responsible for activity originating from their account. Any employee who suspects that his or her password is no longer private should change the password immediately.

### **Appropriate Use**

Employees may use personal electronic devices to access Wi-Fi that is publicly available at the agency. However, it must be used during breaks and/or meal periods.

### **Inappropriate Use**

Employees are prohibited from accessing the internet from MTA or using MTA equipment for any inappropriate purposes, including but not limited to those identified in POL-702. Employees are forbidden from using profanity or vulgarity in all MTA email and from posting to public forums, blogs, or newsgroups from MTA or via the agency's communication system or equipment.

This policy should be read and interpreted in conjunction with all other MTA policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. MTA specifically prohibits employees from sending, creating, or soliciting email, voicemail messages or any other file that would reasonably be considered offensive, harassing, inflammatory or disruptive to any employee. Offensive content includes, but is not limited to, sexual comments or images, racial slurs, gender specific comments or any comments that would offend someone on the basis of their age, gender, sexual orientation, religious or political beliefs, national origin or disability.

Any attempt by employees to hide or disguise their identities while using email or internet access is prohibited. In addition, employees may not use the agency's communications system or equipment to impede, slow down, or prevent the flow of information on the internet or for any illegal or unethical purpose.

Employees must abide by all federal, state and local laws governing information sent through the internet.

### **Personal Use**

Equipment provided to employees by MTA is MTA property and is provided for MTA business purposes. MTA property includes, but is not limited to, computers, phones and office equipment (e.g.,

copiers, faxes, etc.), cars, electronic tablets and cell phones. Email and internet access through MTA's network are also provided for business purposes.

### **Software**

To prevent computer viruses from being transmitted through the system, employees are not permitted to download or install any software, unless authorized by the Technical Support Analyst. Failure to detect viruses can result in corruption or damage to files and/or unauthorized entry into MTA's network. Therefore, any files that are downloaded should be treated with caution and passed through virus protection programs prior to use.

### **Acknowledgment**

Employees are hereby notified that use of MTA-provided technology constitutes full acceptance of the terms of this policy and consent to monitoring. Any employee who is found to have violated any part of this policy may be subject to disciplinary action, up to and including termination.

## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with Mason Transit Authority. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

MTA's operations and the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee handbook.

**I have received and read a copy of Mason Transit Authority's Employee handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of MTA at any time.**

**I further understand that unless modified by written agreement signed by the General Manager, my employment is terminable at will, either by myself or MTA, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of Mason Transit Authority other than the General Manager may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of MTA's Employee handbook.**

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 6D – *Actionable*  
**Subject:** Belfair Right-of-Way Ownership Transfer to Mason County  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Background:**

As MTA progresses through final details of the Belfair Park and Ride project, staff seeks approval to sign the attached letter that requests right-of-way ownership transfer of the frontage road from MTA to the county road system. This will dedicate the portion of Log Yard Road that MTA uses to access the Belfair Park and Ride to the County road system, should it be accepted during a public hearing of the County Commissioners.

Attachments to the letter relate to the parcel description and exhibit, record drawings and testing reports that will be submitted to the County for consideration. A draft has been provided to staff at Mason County so they may begin reviewing the legal descriptions.

Legal counsel has reviewed the letter and attachments.

**Summary:** Approve Resolution No. 2022-15 that authorizes MTA's General Manager to sign letter to provide right-of-way ownership transfer of the frontage road of the extended Long Yard Road from MTA to the county road system.

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2022-15 to provide MTA's General Manager with authorization to provide right-of-way ownership transfer of the frontage road of the extended Log Yard Road to the Mason County road system.



September 20, 2022

**Sent via email**

Michael Collins PE, PLS  
Deputy Director / County Engineer  
Mason County Public Works Department  
415 North 6<sup>th</sup> Street,  
Shelton, WA 98584

Re: Right of Way Dedication  
MTA Belfair Park and Ride

Dear Michael:

Mason Transit Authority (MTA) recently completed the Belfair Park and Ride. As part of the park and ride construction, a roundabout at Log Yard Road and State Route 3 was constructed which extended Log Yard Road to the south and created a frontage road for entry to the park and ride. MTA is requesting right of way ownership transfer of the frontage road from MTA to the Mason County road system.

The frontage road area is described in Attachment A, Exhibit A, Page 1. Start SR3 MP: 27.89; End SR3 MP: 27.99

Record drawings and construction documentation are included for reference.

Please let us know if you need any additional information or have any questions.

If you have any questions or concerns, please contact my office at (360) 432-5755 or [aasher@masontransit.org](mailto:aasher@masontransit.org).

Sincerely,

Amy Asher  
General Manager  
Mason Transit Authority

AA/tb

Enclosures: Attachment A: Parcel Description and Exhibit  
Attachment B: Record Drawings for download  
Attachment C: Testing Reports



## **Attachment A**

Parcel Description and Exhibit

Exhibit A  
Parcel Description

Mason County Parcel

All that portion of the East half (E ½) of the Southeast quarter (SE ¼) of Section twentyone (21), Township twentythree (23) North, Range one (1) West, W.M., particularly described as follows: COMMENCING at the Southeasterly corner of said Section twentyone (21); thence North 00°09'15" East, along the East line of said Section twentyone (21), 811.29 feet; thence North 62°45'41" West, 5.58 feet, to the beginning of a curve, concave to the Northeast, having a radius of 500.00 feet; thence Westerly, along said curve, through a central angle of 37°45'47", for an arc distance of 329.54 feet; thence North 24°59'55" West, 414.33 feet to Point "A" as described in Parcel 1 description in Statutory Warranty Deed to Mason County Public Transportation Benefit Area recorded under Auditor's File Number 2080380; thence South 65°00'05" West, 50.00 feet; thence South 46°00'00" West, 479.74 feet; thence North 44°00'00" West, 582.00 feet to the most westerly corner of Parcel 1 conveyed to Mason County Public Transportation Benefit Area by Statutory Warranty Deed recorded under Auditor's File Number 2080380; thence along the Northwesterly line of said Parcel 1, North 46°00'00" East, 182.00 feet to the BEGINNING;

Thence continuing along said Northwesterly line of said Parcel 1, North 46°00'00" East, 315.00 feet to the beginning of a curve, concave to the South, having a radius of 35.00 feet; thence Easterly, along the arc of said curve, through a central angle of 90°00'00, an arc distance of 54.98 feet;

Thence North 46°00'00" East, 100.00 feet to the northeasterly margin of Parcel 2 described in said Statutory Warranty Deed; thence along said Northeasterly margin North 44°00'00" West, 222.54 feet to a point 148.00 feet Southeasterly of the Southeasterly right-of-way margin of State Route 3; thence South 46°00'00" West, 100.00 feet to the Southwesterly margin of said Parcel 2; Thence along said Southwesterly margin, South 44°00'00" East, 92.54 feet to the beginning of a curve concave to the West, having a radius of 35.00 feet; thence Southerly, along said curve, through a central angle of 90°00'00", for an arc distance of 54.98 feet; thence South 46°00'00" West, 315.00 feet; thence South 44°00'00" East, 60.00 feet to the BEGINNING.

Containing 43,779 square feet, more or less.

Situate in Mason County, Washington.

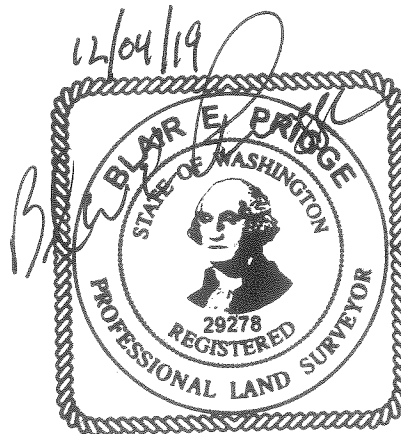


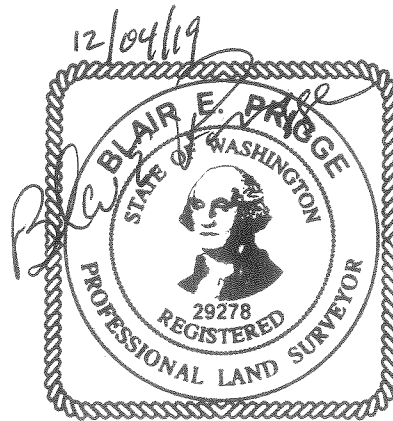
Exhibit A  
Parcel Description

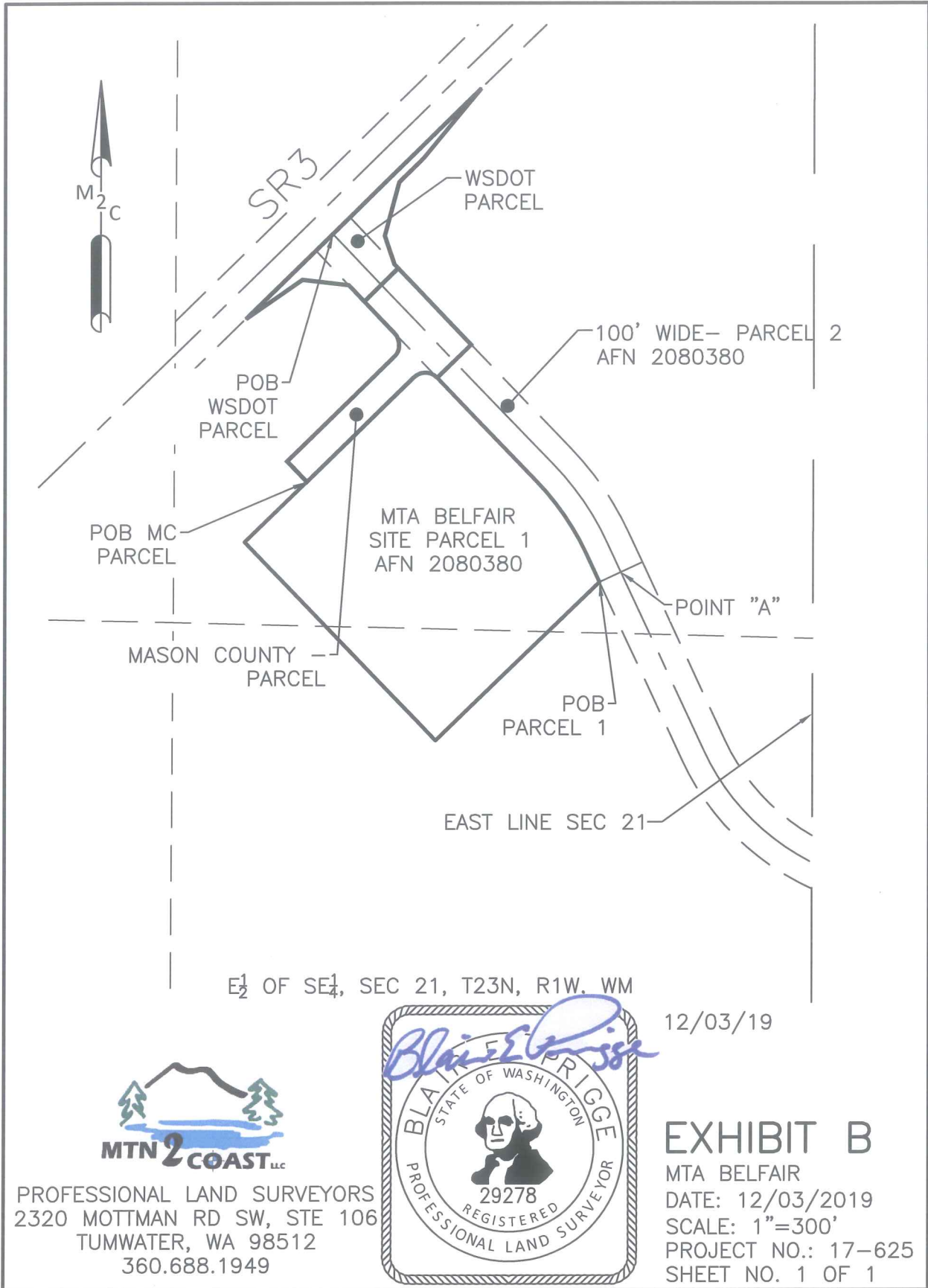
WSDOT Parcel

All that portion of the Northeast quarter (NE ¼) of the Southeast quarter (SE ¼) of Section twentyone (21), Township twentythree (23) North, Range one (1) West, W.M., particularly described as follows: COMMENCING at the Southeasterly corner of said Section twentyone (21); thence North 00°09'15" East, along the East line of said Section twentyone (21), 811.29 feet; thence North 62°45'41" West, 5.58 feet, to the beginning of a curve, concave to the Northeast, having a radius of 500.00 feet; thence Westerly, along said curve, through a central angle of 37°45'47", for an arc distance of 329.54 feet; thence North 24°59'55" West, 414.33 feet to Point "A" as described in Parcel 1 description in Statutory Warranty Deed to Mason County Public Transportation Benefit Area recorded under Auditor's File Number 2080380; Thence continuing North 24°59'55" West, 68.46 feet, to the beginning of a curve, concave to the Southwest, having a radius of 600.00 feet; thence Northerly, along said curve, through a central angle of 19°00'05", for an arc distance of 198.98 feet; thence North 44°00'00" West, 673.76 feet, more or less, to the Southeasterly right-of-way margin of State Route 3, and the BEGINNING; Thence along said Southeasterly margin, North 46°00'08" East, 438.24 feet; Thence South 39°59'36" West, 191.05 feet to a point 20.00 feet southeasterly of said southeasterly margin; Thence parallel with said southeasterly margin and 20.00 feet distant of, South 46°00'08" West, 72.00 feet; Thence South 15°12'32" West, 115.25 feet; Thence South 18°50'56" East, 64.07 feet to the northeasterly margin of 100.00-foot-wide ingress, egress and utility easement described as Parcel 2 in Statutory Warranty Deed to Mason County Public Transportation Benefit Area as recorded under Auditor's File Number 2080380; Thence along said northeasterly margin, South 44°00'00" East, 11.00 feet to a point 148.00 feet southeasterly of the southeasterly right-of-way margin of State Route 3 (said point being 198.00 feet from the centerline State Route 3); Thence South 46°00'00" West 100.00 feet to the southwesterly margin of said 100-foot-wide easement; Thence along said southwesterly margin, North 44°00'00" West, 47.01 feet; Thence North 83°11'05" West, 99.34 feet; Thence South 55°31'46" West, 145.00 feet to said Southeasterly right-of-way margin of State Route 3; Thence along said margin, North 46°00'08" East, 255.76 feet to the BEGINNING;

Containing 31,621 square feet, more or less.

Situate in Mason County, Washington.



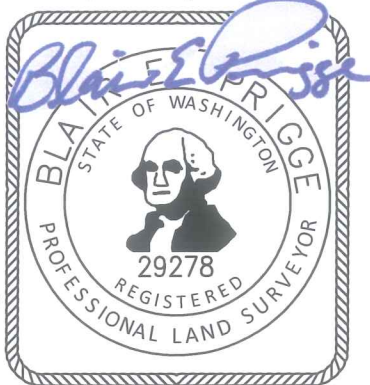


E<sub>2</sub> OF SE<sub>4</sub>, SEC 21, T23N, R1W, WM

12/03/19



PROFESSIONAL LAND SURVEYORS  
 2320 MOTTMAN RD SW, STE 106  
 TUMWATER, WA 98512  
 360.688.1949



## EXHIBIT B

MTA BELFAIR  
 DATE: 12/03/2019  
 SCALE: 1"=300'  
 PROJECT NO.: 17-625  
 SHEET NO. 1 OF 1

## **Attachment B**

Record Drawings Download:

<https://files.scjalliance.com/get/566220faf3ce44bf8262fb47963c0747>

## **Attachment C**

### Testing Reports

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## MTA Park and Ride Development - 19S145-01 - IPD-Soil Compaction: Report #D226087

**CLIENT** SCJ Alliance **DATE** 03/02/2020  
**PROJECT LOCATION** intersection of SR3 and Log Yard Road Belfair WA **PERMIT #** GRD2019-00015

### Inspection Information:

**Inspection Date:** 03/02/2020 **Time Onsite:** 11:00 AM **Weather Conditions:** Sunny, 50's\*F

**Inspection Performed:** IPD-Soil Compaction

### Field Data:

**Work / Location:** See below **Gauge Standard MS:** 10183

**Equipment ID & Serial #:** CPN MC-1, Ser. #MD50302506 **Gauge Standard DS:** 29648

### Test Samples:

**Sample #: Description: Proctor Value(pcf): Optimum Moisture and Oversize Rock Correction:**

1. S19-226087 CSBC 144.8 7.1%

**TEST METHOD**  ASTM D-1557 /AASHTO T-180

### In Place Density Test Results (ASTM D-6938):

Test #	Mode / Depth	Location of Test	Elev.	Wet Dens.	Dry Dens.	Moist %	Sample #	% Comp.	% Reqd.
1	4"	See picture below		130.1	120.6	7.9	1	83.3	95
2	4"	See picture below		134.8	125.2	7.7	1	86.5	95

- Native Soils Soils consistent with Proctor  Yes  No  
 Imported Fills Soils found to be firm and stable; and to the best of our knowledge, meet compaction Contractor notified of results  Yes  No

### Remarks:

MTC Inspector onsite, as requested, for in-place density testing of subgrade for curb in section of road shown in picture below. Upon arrival, inspector was informed that 1.25" minus (CSBC) was only placed in 8.5" in the area needing testing. Inspector took 2 tests to verify that Nuclear Density Gauge was NOT able to accurately test lift under 1 foot over uncut native soil. Inspector recorded shots shown above as examples.

Inspector determined T-probe to be the best method of Testing. T-probe did not penetrate material more than 1.25" in areas tested. All material appeared to be firm and unyielding and suitable for its intended use. Contractor was notified of results

NOTE: The test results above do not accurately represent the condition of the material placed and compacted prior to inspector's arrival. These results are NOT a deficient report and are only used as an example to show Gauge inaccuracies in 1' or less lifts over uncut native material.

To the best of MTC inspector's knowledge, the above-described work was performed in general accordance with project specifications and approved plans.

### Images:

**Corporate • 777 Chrysler Drive • Burlington, WA 98233 • Phone 360.755.1990 • Fax 360.755.1980**

**Regional Offices:** Olympia 360.534.9777 Bellingham 360.647.6111 Silverdale 360.698.6787 Tukwila 206.241.1974

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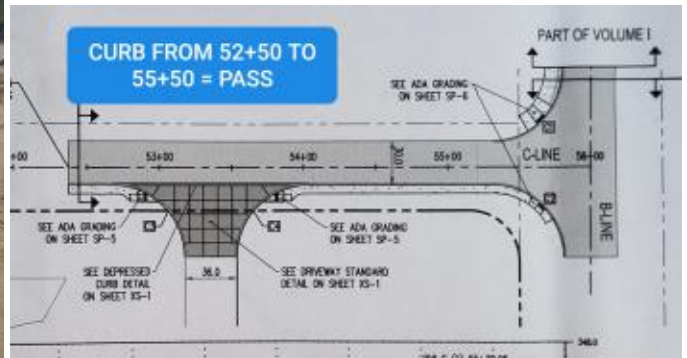
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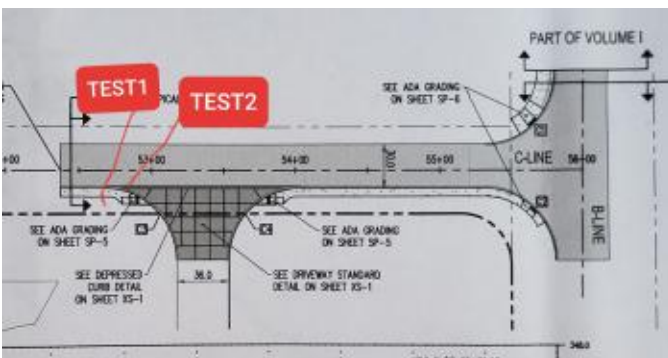
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UPLOADED: 03/02/2020 20:52:21



UPLOADED: 03/02/2020 20:56:05



UPLOADED: 03/02/2020 20:56:34

REPORTED BY: Jacob Talley      REVIEWED BY: Medhanie Tecele, Project Manager

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## MTA Park and Ride Development - 19S145-01 - IPD-Asphalt Compaction: Report #A228777

**CLIENT** SCJ Alliance **DATE** 03/26/2020  
**PROJECT LOCATION** intersection of SR3 and Log Yard Road Belfair WA **PERMIT #** GRD2019-00015

### Inspection Information:

**Inspection Date:** 03/26/2020 **Time Onsite:** 7:00 AM **Weather Conditions:** Overcast, 40's°F

**Inspection Performed:** IPD-Asphalt Compaction

### Field Data:

**Supplier / Plant:** Granite/Belfair **Tons:** 487 **Mat Temp:** 145°F **Air Temp:** 40°F

**Thickness in inches:** 3 **Rice or Marshall Dens.:** 156.1 **Class:** HMA Class 1/2" **Leveling:**  **Wearing:**

### Field Tests:

Test #	Location / Station #	U.L. Dens.	Offset / Depth	Reading #1	Reading #2	Avg.	% Comp.	% Req'd.
1	Location 1		BS	146.7	147.0	146.8	94	92
2	Location 2		BS	145.1	146.3	145.7	93.3	92
3	Location 3		BS	148.4	146.5	147.4	94.4	92
4	Location 4		BS	145.7	145.4	145.6	93.3	92
5	Location 5		BS	147.3	146.7	147.0	94.2	92
6	Location 6		BS	144.8	146.9	145.9	93.5	92

**Gauge Model / Serial#:** Troxler 4640-B, Ser. #T1630 **MS:** 4418 **DS:** 1243

### Remarks:

MTC inspector was onsite, as requested, to observe placement and to perform in-place density testing of the CL-1/2" HMA (Hot-Mix Asphalt). The HMA was placed on the roads running North to South and West to East.

Paving operations were performed by Granite Construction. Approximately 487 tons of HMA was delivered, placed, and compacted per requirements of the project specifications on this day. The HMA was dumped from trucks into a front-loading paver and was compacted by one large double drum vibratory roller (10-22816) compact as well as a finish roller and a plate compactor.

A sample of HMA was collected on site and transported back to MTC's laboratory for determination of RICE value and additional testing, as required by the project specifications.

A preliminary RICE value of 156.0 pcf, given to the inspector at the time of payment, was used during the in-place density testing, for informational purposes only, until laboratory test results are available.

Laboratory RICE value was determined to be 156.1 pcf, lab #B20-0326 sampled 3-26-20, and results of the in-place density tests were re-calculated accordingly, as shown below.

All areas tested **did** satisfy the minimum percent compaction required.

To the best of MTC inspector's knowledge, the above-described work was performed in general accordance with project specifications and approved plans.

Contractor's representative was notified of the preliminary test results.

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## Images:



UPLOADED: 03/29/2020 13:58:53



UPLOADED: 03/29/2020 14:01:30

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Regional Offices:	Olympia 360.534.9777	Bellingham 360.647.6111	Silverdale 360.698.6787	Tukwila 206.241.1974
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UPLOADED: 03/29/2020 14:01:33



UPLOADED: 03/29/2020 14:01:35



UPLOADED: 03/29/2020 14:01:38

REPORTED BY: Tristan Macke

REVIEWED BY: Medhanie Tecele, Project Manager

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**Regional Offices:**

Olympia  
360.534.9777

Bellingham  
360.647.6111

Silverdale  
360.698.6787

Tukwila  
206.241.1974

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# MTA Park and Ride Development - 19S145-01 - IPD-Asphalt Compaction: Report #A231731

**CLIENT** SCJ Alliance **DATE** 05/20/2020  
**PROJECT LOCATION** intersection of SR3 and Log Yard Road Belfair WA **PERMIT #** GRD2019-00015

## Inspection Information:

**Inspection Date:** 05/20/2020 **Time Onsite:** 7:30 AM **Weather Conditions:** Mostly Cloudy , 50s to 60s\*F

**Inspection Performed:** IPD-Asphalt Compaction

## Field Data:

**Supplier / Plant:** Tucci & Sons / Plant on 112th st Tacoma **Tons:** +/- 750 **Mat Temp:** 171°F **Air Temp:** 60°F

**Thickness in inches:** 2 **Rice or Marshall Dens.:** 154.2 **Class:** HMA Class 1/2" **Leveling:**  **Wearing:**

## Field Tests:

Test #	Location / Station #	U.L. Dens.	Offset / Depth	Reading #1	Reading #2	Avg.	% Comp.	% Req'd.
1	B line 56+00		BS	144.7	144.7	144.7	93.8	92
2	B Line 55+50		BS	142.2	142.2	142.2	92.2	92
3	C line 52+75		BS	142.4	142.4	142.4	92.3	92
4	C line 53+50		BS	146.4	146.4	146.4	94.9	92
5	C line 54+25		BS	146.8	146.8	146.8	95.2	92
6	C line 54+75		BS	143.2	143.2	143.2	92.9	92
7	C line 55+75		BS	145.4	145.4	145.4	94.3	92
8	B Line 54+50, 1st lift		BS	146.2	146.2	146.2	94.8	92
9	B Line 54+00, 2nd lift		BS	144.8	144.8	144.8	93.9	92

**Gauge Model / Serial#:** Troxler 4640-B, Ser. #T1630 **MS:** 1428 **DS:** 4434

## Remarks:

### In-Place Density Testing - Asphalt:

MTC inspector onsite, as requested, to observe placement and perform in-place density testing on approximately 750 tons of Class 1/2" hot-mix asphalt (HMA) supplied by Tucci & Sons (Tacoma plant on 112th st).

HMA was delivered by truck, placed into paver, and laid in one (1) lift. The lift (wearing lift), was placed at 2 inches. Compaction was achieved by vibratory drum roller and static roller.

A preliminary RICE value of 154.5 pcf, provided by Tucci, was used for informational tests. Results of the informational density tests met or exceeded the required minimum 92% relative compaction based on the preliminary RICE value. Contractor was notified of the results.

A sample of HMA, coldfeed & oil was taken at the Tucci's plant and was transported to MTC laboratory for testing. RICE value determined by MTC Lab from Sample #B20-0553 came out to be 154.2 pcf. Final results of the in-place density tests were then re-calculated based on the above RICE value as shown.

WAQTC Testing Method B, (refer to AASHTO T 355 for more information), was used to determine conformance to WSDOT specifications of compaction.

All areas tested met or exceeded the required minimum 92% relative compaction.

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360.755.1990

[www.mtc-inc.net](http://www.mtc-inc.net)

To the best of MTC inspector's knowledge, the above-described work was performed in general accordance with project specifications and approved plans.

**Images:**



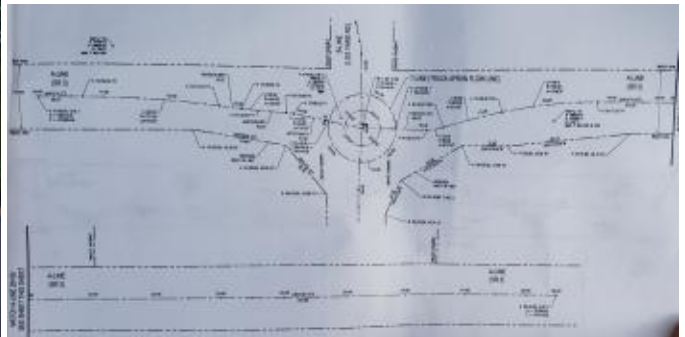
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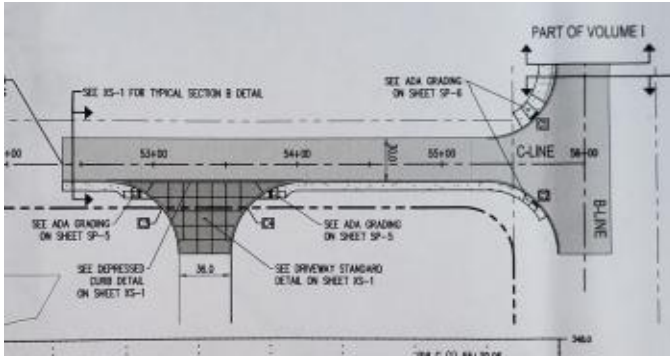
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UPLOADED: 05/25/2020 10:29:11

REPORTED BY: Jacob Talley      REVIEWED BY: Medhanie Tecele, Project Manager

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# Materials Testing & Consulting, Inc.

Geotechnical Engineering • Special Inspection • Materials Testing • Environmental Consulting



**Client:** SCJ Alliance  
**Address:** 8739 Tallon Lane NE, Suite 200  
 Lacey, WA 98516  
**Attn:** Patrick Holm  
**Revised on:**

**Date:** May 22, 2020  
**Project:** MTA Park & Ride Development  
**Project #:** 19S145-01  
**Sample #:** B20-0553  
**Date Sampled:** May 20, 2020

As requested MTC, Inc. has performed the following test(s) on the sample referenced above. The testing was performed in accordance with current applicable AASHTO or ASTM standards as indicated below. The results obtained in our laboratory were as follows below or on the attached pages:

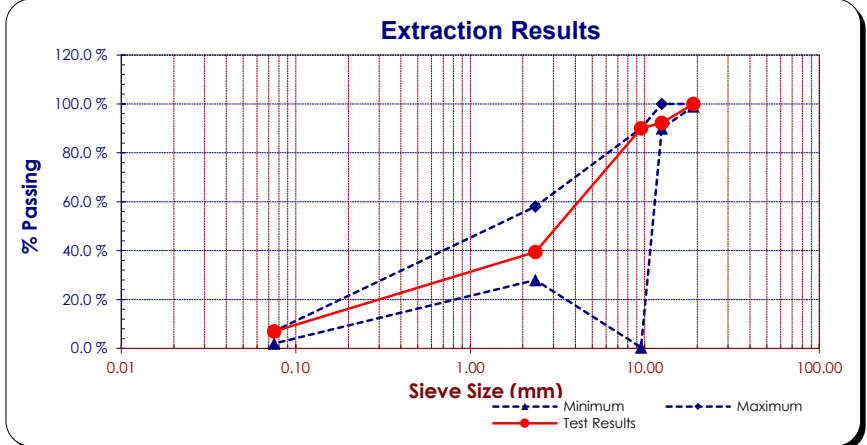
Test(s) Performed:	Test Results	Test(s) Performed:	Test Results
X Asphalt Oil Content	Pass / 5.25%		
X Aggregate Gradation	Pass / See Report		
X Rice Density	154.2 pcf		
X Fracture Count	Pass / 100%		
X Sand Equivalent	Pass / 58		
X Uncompacted Void Content	Pass / 45%		
X Air Voids (Va)	3.7%		
X Voids mineral aggregate (VMA)	15.0%		
X Voids filled with asphalt (VFA)	75.2%		

If you have any questions concerning the test results, the procedures used, or if we can be of any further assistance please call on us at the number below.

Respectfully Submitted,  
 Meghan Blodgett-Carrillo  
 WABO Supervising Laboratory Technician

## Asphalt Extraction

Specs : 2020 WSDOT 9-03.8(6) 1/2" HMA		Sieve Size	Percent Passing	Specs Min	Specs Max	Meets Specs?
Date Sampled : 5/20/2020		3.00"				
Project: MTA Park & Ride Development		2.50"				
Project #: 19S145-01		2.00"				
Client: SCJ Alliance		1.75"				
Supplier: Tucci & Sons		1.50"				
Sample #: B20-0553		1.25"				
Location: Plant at 32.02 tons		1.00"				
<b>Test Results</b>		3/4"	<b>100%</b>	99%	100%	Yes
% Asphalt by Ignition Process (ASTM D6307): <b>5.25%</b>		5/8"				
Maximum Specific Gravity: 2.477		1/2"	<b>92%</b>	90%	100%	Yes
Maximum Unit Weight (ASTM D-2041), lbs/ft <sup>3</sup> : <b>154.2</b>		3/8"	<b>90%</b>	0%	90%	Yes
% Fracture (ASTM D-5821): <b>100.0%</b>		1/4"				
<b>Specs</b>		#4	<b>58%</b>			
		#8	<b>39%</b>	28%	58%	Yes
<b>Volumetric Data Results</b>		#10				
N <sub>initial</sub> : 7	Air Voids (Va): <b>3.7%</b>	#16				
N <sub>Design</sub> : 75	VMA: <b>15.0%</b>	#20				
	VFA: <b>75.2%</b>	#30				
		#40	<b>17%</b>			
		#50				
		#60				
		#80				
		#100				
		#200	<b>7.0%</b>	2.0%	7.0%	Yes



All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Remarks: MD190052; A/C - 5.4%

Reviewed by: *Meghan Blodgett-Carrillo*  
 Meghan Blodgett-Carrillo



## Sand Equivalent Report

<b>Project:</b> MTA Park & Ride Development	<b>Date Sampled:</b> May 20, 2020
<b>Project #:</b> 19S145-01	<b>Sampled By:</b> J. Talley
<b>Client:</b> SCJ Alliance	<b>Date Tested:</b> May 21, 2020
<b>Source:</b> Tucci & Sons	<b>Tested By:</b> A. Eifrig
<b>Sample#:</b> B20-0553	

### Sand Equivalent - ASTM D-2419, AASHTO T-176

Temperature of Solution: 70.5°F



$$\text{Sand Equivalent} = (\text{Sand Reading} / \text{Clay Reading}) \times 100$$

	#1	#2	#3
Clay Reading:	5.9	6.0	n/a
Sand Reading:	3.4	3.4	n/a
Time:	20 mins	20 mins	20 mins
Sand Equivalent:	58	57	n/a
Average Sand Equivalent:	57.5		
Adjusted Sand Equivalent:	58		
Required Sand Equivalent:	45		

All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

**Comments:** Sample surpasses minimum requirement.

**Reviewed by:**

Meghan Blodgett-Carrillo



## Uncompacted Voids Report

<b>Project:</b> MTA Park & Ride Development	<b>Date Sampled:</b> 5/20/2020
<b>Project #:</b> 19S145-01	<b>Sampled By:</b> J. Talley
<b>Client:</b> SCJ Alliance	<b>Date Tested:</b> 5/22/2020
<b>Source:</b> Tucci & Sons	<b>Tested By:</b> A. Eifrig
<b>Sample#:</b> B20-0553	

### Uncompacted Void Content - ASTM C-1252, AASHTO T-304

Method A:  Method B:  Method C:

	Run #1	Run #2
T: Mass of Measure, g:	185.80	185.80
M: Mass of Aggregate & Measure, g:	329.80	328.90
F: Net Mass of Fine Aggregate, g:	144.00	143.10
V: Volume of Measure:	99.8	99.8
G: Bulk Specific Gravity:	2.628	2.628
% Voids:	45%	45%



Average Uncompacted Voids % : 45%

Required Uncompacted Voids % : 40%


#### Calculations:

Void Content:  $Voids \% = V - (F/G) / V * 100$

Where: F = Net Mass, g, of Fine Aggregate  
 V = Volume of Cylindrical Measure, mL  
 G = Bulk Specific Gravity

All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

**Comments:** Sample surpasses minimum requirement.

Reviewed by:   
 Meghan Blodgett-Carrillo

**RESOLUTION NO. 2022-15**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING A RIGHT-OF-WAY OWNERSHIP TRANSFER OF THE  
FRONTAGE ROAD OF THE EXTENDED LOG YARD ROAD TO THE  
MASON COUNTY ROAD SYSTEM AND AUTHORIZING THE GENERAL  
MANAGER TO CARRY OUT THAT RIGHT OF WAY DEDICATION TO  
MASON COUNTY.**

**WHEREAS**, the Mason Transit Authority Board recognizes the present and future benefits to both MTA and Mason County in transferring the right-of-way ownership from MTA to Mason County road system for the benefit of citizens using the roadway; and

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves a right of way ownership transfer of the frontage road of the extended Log Yard Road as set forth in Exhibit A attached hereto; and

**BE IT FURTHER RESOLVED** the General Manager is hereby authorized to carry out that right-of-way ownership transfer.

Adopted this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Sandy Tarzwell, Chair

\_\_\_\_\_  
John Campbell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Eric Onisko, Authority Member

\_\_\_\_\_  
John Sheridan, Authority Member

\_\_\_\_\_  
Kevin Shetty, Authority Member

\_\_\_\_\_  
Sharon Trask, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

Exhibit A  
Parcel Description

Mason County Parcel

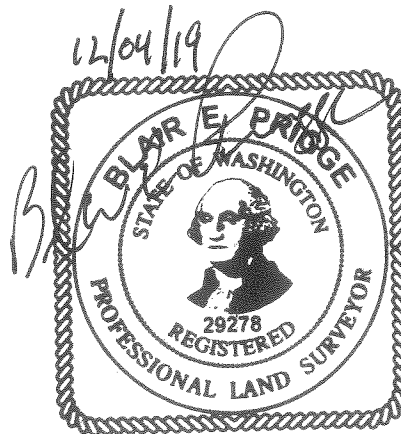
All that portion of the East half (E ½) of the Southeast quarter (SE ¼) of Section twentyone (21), Township twentythree (23) North, Range one (1) West, W.M., particularly described as follows: COMMENCING at the Southeasterly corner of said Section twentyone (21); thence North 00°09'15" East, along the East line of said Section twentyone (21), 811.29 feet; thence North 62°45'41" West, 5.58 feet, to the beginning of a curve, concave to the Northeast, having a radius of 500.00 feet; thence Westerly, along said curve, through a central angle of 37°45'47", for an arc distance of 329.54 feet; thence North 24°59'55" West, 414.33 feet to Point "A" as described in Parcel 1 description in Statutory Warranty Deed to Mason County Public Transportation Benefit Area recorded under Auditor's File Number 2080380; thence South 65°00'05" West, 50.00 feet; thence South 46°00'00" West, 479.74 feet; thence North 44°00'00" West, 582.00 feet to the most westerly corner of Parcel 1 conveyed to Mason County Public Transportation Benefit Area by Statutory Warranty Deed recorded under Auditor's File Number 2080380; thence along the Northwesterly line of said Parcel 1, North 46°00'00" East, 182.00 feet to the BEGINNING;

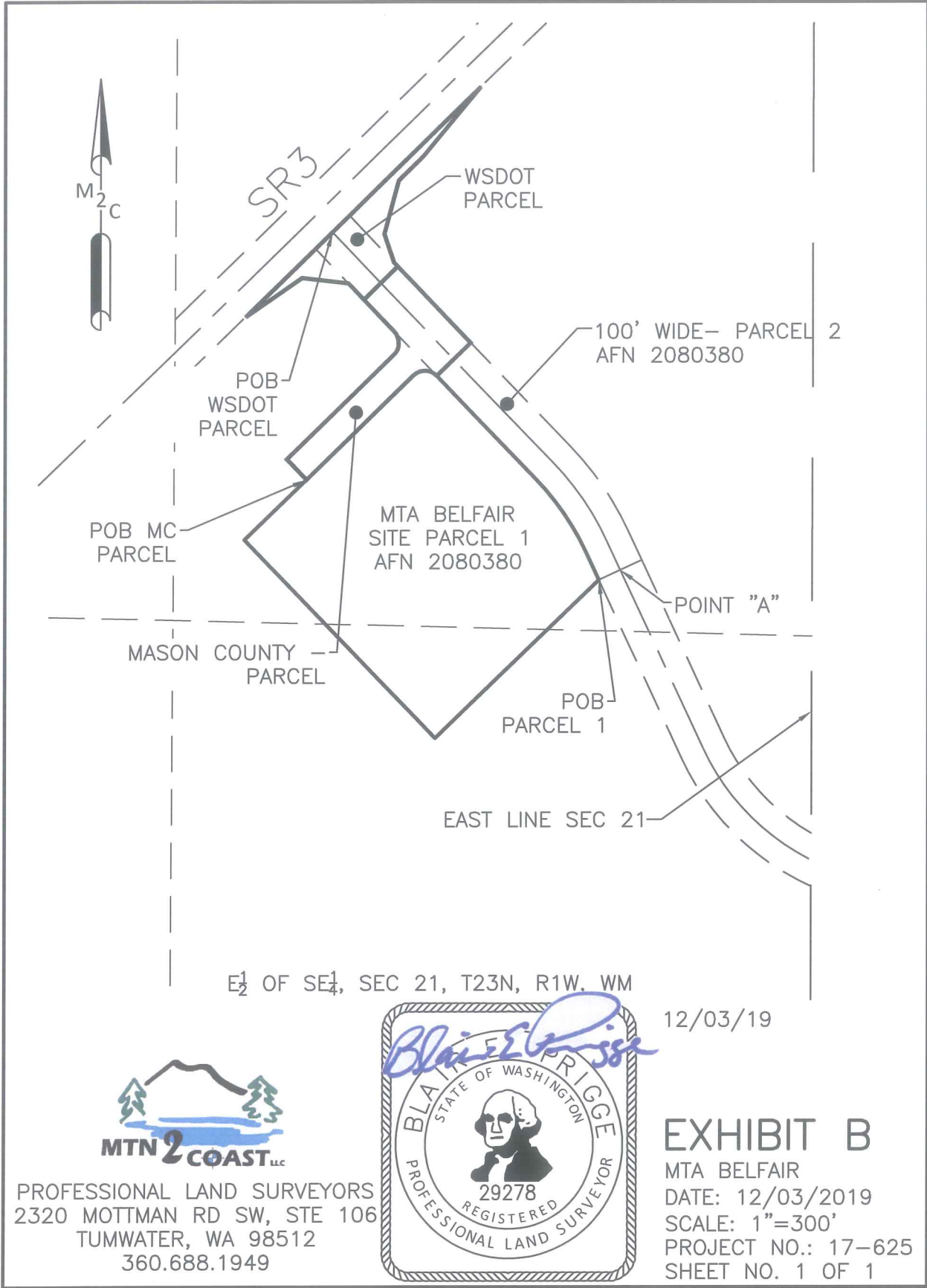
Thence continuing along said Northwesterly line of said Parcel 1, North 46°00'00" East, 315.00 feet to the beginning of a curve, concave to the South, having a radius of 35.00 feet; thence Easterly, along the arc of said curve, through a central angle of 90°00'00, an arc distance of 54.98 feet;

Thence North 46°00'00" East, 100.00 feet to the northeasterly margin of Parcel 2 described in said Statutory Warranty Deed; thence along said Northeasterly margin North 44°00'00" West, 222.54 feet to a point 148.00 feet Southeasterly of the Southeasterly right-of-way margin of State Route 3; thence South 46°00'00" West, 100.00 feet to the Southwesterly margin of said Parcel 2; Thence along said Southwesterly margin, South 44°00'00" East, 92.54 feet to the beginning of a curve concave to the West, having a radius of 35.00 feet; thence Southerly, along said curve, through a central angle of 90°00'00", for an arc distance of 54.98 feet; thence South 46°00'00" West, 315.00 feet; thence South 44°00'00" East, 60.00 feet to the BEGINNING.

Containing 43,779 square feet, more or less.

Situate in Mason County, Washington.



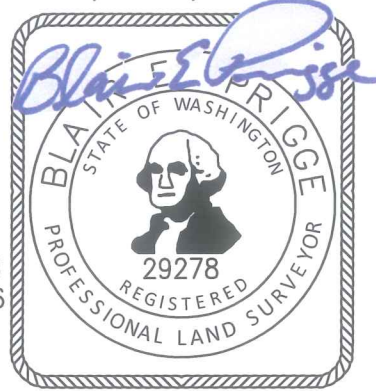


E<sub>2</sub> OF SE<sub>4</sub>, SEC 21, T23N, R1W, WM

12/03/19



PROFESSIONAL LAND SURVEYORS  
 2320 MOTTMAN RD SW, STE 106  
 TUMWATER, WA 98512  
 360.688.1949



**EXHIBIT B**  
 MTA BELFAIR  
 DATE: 12/03/2019  
 SCALE: 1"=300'  
 PROJECT NO.: 17-625  
 SHEET NO. 1 OF 1

## Mason Transit Authority Regular Board Meeting

**Agenda Item:** New Business – Item 6E – *Actionable*  
**Subject:** Green Transportation Planning Grant Agreement PTD0568  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### Background:

At the June 21, 2022, Board Meeting, the Board approved submitting a grant application for the WSDOT Green Transportation Grant for the purpose of drafting a Fleet Transition Plan. Staff is pleased to inform the Board that the application was approved. As indicated by staff at the June meeting, the grant funding is in the amount of \$80,000 with a local match of \$20,000 for a total project cost of \$100,000.

Attached is the Green Transportation Planning Grant Agreement PTD0568 (the "Agreement"), funds of which shall be used to develop a long-term fleet management plan using the following assessments:

- Evaluating existing fleet, operating environment, lifecycle costs, current zero emission and clean fuel technology;
- Estimate MTA's carbon reduction over time;
- Create a resiliency plan;
- Identify infrastructure requirements, utility and fueling needs; and
- Coordinate with other entities, funding strategies and partnerships and workforce training needs to begin incorporating zero emission vehicles into our fleet.

As indicated at the June 21, 2022 MTA Authority Board meeting, the amount of local funds required to be committed by MTA is \$20,000.

Legal Counsel has reviewed this agreement.

**Summary:** Approve Agreement PTD0568 between WSDOT and MTA for certain eligible expenses relating to developing a long-term fleet management plan.

### Fiscal Impact:

State grant funds: \$80,000  
Local funds: \$20,000

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2022-16 and the attached Green Transportation Planning Grant Agreement PTD0568 between WSDOT and MTA.



**WSDOT Contact:** Emily Gerald  
**WSDOT E-mail:** [Emily.Geralds@wsdot.wa.gov](mailto:Emily.Geralds@wsdot.wa.gov)  
**WSDOT Phone:** 515-451-9594

<b>Green Transportation Planning Grant Agreement</b>	
<b>Agreement Number</b>	PTD0568
<b>Term of Agreement</b>	July 1, 2022 through June 30, 2023
<b>Vendor #</b>	911554133
<b>ALN</b>	N/A
<b>UEI</b>	GVJSNKK6EFQ3
<b>Service Area</b>	Jefferson, Kitsap, Mason and Thurston Counties
<b>Contractor:</b>	<b>Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Rd Shelton, WA 98584-1265</b>
<b>Contact:</b>	Amy Asher
<b>Email:</b>	Aasher@masontransit.org

**THIS AGREEMENT**, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, the State of Washington in its Substitute Senate Bill 5975 Sessions Laws of 2022, Section 211 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the Move Ahead Washington budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled “Funding by Project” (hereinafter known as the “Project(s)”) which has been selected by WSDOT for funding assistance.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1  
SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** Fleet Transition Plan

**UPIN #** GT212300

**Scope of Work:** Develop a long-term fleet management plan to include a detailed look at state and federal policies influencing the fleet and purchasing decisions; evaluate the existing fleet, operating environment, and lifecycle costs to help determine technology or fuel type most appropriate for MTA. Evaluate the current zero emission and clean fuel technology; estimate MTA’s carbon reduction over time; create a resiliency plan; identify infrastructure requirements, utility and fueling needs; and coordinate with other entities, funding strategies and partnerships and workforce training needs to begin incorporating zero emission vehicles into our fleet.

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
MAW Green Transportation Supplemental	N/A	80.00%	\$ 80,000.00		\$ 80,000.00
Contractor’s Funds	N/A	20.00%	\$ 20,000.00		\$ 20,000.00
<b>Total Project Cost</b>		<b>100.00%</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ 100,000.00</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

**Section 2**  
**Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for Green Transportation planning projects in the State of Washington.

B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the CONTRACTOR will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

**Section 3**  
**Scope of Project**

The CONTRACTOR shall undertake and complete the Project described and detailed in Section 1. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

**Section 4**  
**Term of Agreement**

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein.

**Section 5**  
**General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in the *Regional Mobility Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is incorporated herein as if fully set forth in this AGREEMENT.

The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

**Section 6**  
**Contractor's Share of Project Costs**

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost

of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

### **Section 7 Reimbursement and Payment**

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

### **Section 8 Assignments and Subcontracts**

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

### **Section 9 Reports**

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Narrative Progress Report
2. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

## **Section 10**

### **No Obligation by the State Government**

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

## **Section 11**

### **Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

## **Section 12**

### **Ethics**

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

## **Section 13**

### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

**Section 14**  
**Environmental Requirements**

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (SEPA).

**Section 15**  
**Accounting Records**

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

**Section 16**  
**Audits, Inspection, and Retention of Records**

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR’s obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR’s expense. Project closeout will not alter the CONTRACTOR’s audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

**Section 17**  
**Labor Provisions**

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

## Section 18

### Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

## Section 19

### Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

*Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.*

## Section 20

### Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents, or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## Section 21

### Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement

terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

**C.** WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate

to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

## **Section 22 Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

## **Section 23 Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

## **Section 24 Limitation of Liability**

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION,



hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

### **Section 25 Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

### **Section 26 WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

### **Section 27 Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

### **Section 28 Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29  
Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 30  
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31  
Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any 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. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 32  
Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal law
2. State law
3. This AGREEMENT and Exhibits
4. The Guidebook

**Section 33  
Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 34  
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Capital Projects & Funding Manager  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **GREEN TRANSPORTATION SUPPLEMENT FUNDING FOR ZERO-EMISSION TRANSITION PLANS**

### ***Exhibit 1: Guidelines***

The Green Transportation Capital Grant supplemental funding opportunity provides planning grants for transit agencies to develop a zero-emission fleet transition plan, and other activities in support of a plan and transition to zero-emission fleets. These plans align with the state's carbon emission reduction goals. The transition plan will determine the zero-emission technologies the transit agency will pursue, and the time horizon for transitioning fleets to zero-emissions vehicles. These plans are required by the Federal Transit Administration (FTA) for discretionary grant applications for zero-emission vehicles and equipment (i.e., Buses and Bus Facilities (Section 5339(b)), Low or No Emission Program (Section 5339(c)). Since zero-emissions deployments for each transit agency will depend on the agency's individual needs and priorities, this document is intended to provide general guidance and is not prescriptive. Consistent with FTA guidance, transition plans should at a minimum address:

- Fleet Transition and Management
- Facilities Transition and Management
- Fueling Transition and Management
- Implementation Funding
- Emerging Technologies, Policy, and Legislation
- Workforce Development, Operations, and Maintenance

Each element should demonstrate a long-term plan with a strategy for how the transit agency intends to utilize current resources and transition to future resources as they become available, while mitigating potential risks. This includes explaining any key relationships or partnerships with entities including but not limited to utility providers, fuel suppliers, local jurisdictions and transportation agencies, contractors, and other public transportation providers. The plan should establish performance measures by which the transit agency will measure success, such as the percentage of the fleet transitioned, and percentage of necessary associated equipment/infrastructure acquired/constructed/installed.

Under this funding opportunity, grantees may choose to use funds to complete all or a portion of the transition plan. This includes, but is not limited to:

- Hiring a consultant to complete planning work
- Conducting a feasibility study
- Coordinating with utility providers and other stakeholders on elements of your plan
- Contracting with a transportation planning organization to develop the plan
- Reimbursing your own staff hours for work on the plan

At the end of your grant in June 2023, you can either submit a copy of your zero-emission fleet transition plan or a report on work completed with the grant funding.

Additional guidance for FTA requirements can be found in the 2021 FTA Dear Colleague Letter (<https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-12/FTA-Dear-Colleague-Fleet-Transition-Plan-for-Zero-Emission-Competitive-Applications-Dec1-2021.pdf>). In addition, the Guidebook for Deploying Zero-Emission Transit Buses recently published by the Transit Cooperative Research Program (<http://nap.edu/25842>) includes a table of content template for zero-emissions transition plans.

**RESOLUTION NO. 2022-16**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING GREEN TRANSPORTATION PLANNING GRANT AGREEMENT  
PTD0568 AND AUTHORIZING THE GENERAL MANAGER TO SIGN  
THAT AGREEMENT.**

**WHEREAS**, the Mason Transit Authority Board has received notification of the award of Green Transportation Planning Grant Agreement PTD0568 in the amount of \$80,000 through the Washington State Department of Transportation (WSDOT); and

**WHEREAS**, Mason Transit Authority was awarded those funds for a fleet transition plan to assist MTA now in moving toward a zero-emission fleet;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves the Green Transportation Planning Grant Agreement PTD0568 between WSDOT and MTA (Agreement) in the total amount of \$100,000 in which \$20,000 shall be from local funds; and

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

Adopted this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Sandy Tarzwell, Chair

\_\_\_\_\_  
John Campbell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Eric Onisko, Authority Member

\_\_\_\_\_  
John Sheridan, Authority Member

\_\_\_\_\_  
Kevin Shetty, Authority Member

\_\_\_\_\_  
Sharon Trask, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 6F – *Actionable*  
**Subject:** Request to Grant Exception to Leasing Policy (POL-800)  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Background:**

As discussed with the Board in previous months, the lease of the Radich building by United Way will be expiring on October 1 due to uncertainties related to the building. United Way has been in discussions with MTA's tenant at the Johns Prairie base, namely Family Education and Support Services (FESS). Since FESS is not using the two offices at the end of its hallway, FESS is willing to reduce their space by an amendment to their current lease, thereby providing it to United Way of Mason County (UWMC). Both are nonprofit corporations and current tenants of Mason Transit. This will be a good opportunity for both nonprofit corporations that serve this community and share similar privacy needs for their respective clients. Due to confidentiality and sensitive nature of some of the clients FESS serves, the space would not be suitable for use by just anyone.

Staff is seeking an exception from the Board in connection with MTA's Leasing Policy (POL-800) by allowing (a) FESS to reduce their space to be leased from MTA; and (b) MTA to prepare a lease agreement relating to that space with UWMC.

**Summary:** Approve exception to MTA's Leasing Policy (POL-800) in connection with lease agreements with FESS and UWMC.

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve an exception to MTA's Lease Policy (POL-800) to allow FESS to reduce leasing office space numbers 342 and 247 and allow current lessee UWMC to move its location from the Radich Building to the two office spaces vacated by FESS.

## Mason Transit Authority Regular Board Meeting

**Agenda Item:** New Business – Item 6G – *Potential Action*

**Subject:** Bus Procurement Update

**Prepared by:** Amy Asher, General Manager

**Approved by:** Amy Asher, General Manager

**Date:** September 20, 2022

### Background:

Staff has continued to seek new quotes from cutaway bus vendors (small buses) so that MTA may position itself to receive six (6) replacement vehicles as soon as possible after the recent 50.07% state contract price increase and chassis delays.

The MTA Board approved \$317,381 to match the \$952,145 WSDOT grant that will fund these six cutaways and one coach. The coach will be delivered next week. Given the price increases of the cutaways, staff will likely need to request additional funding that is above the \$25,000 purchase authorization of the general manager.

The vendor we have had our original purchase with is reviewing a revised price proposal from their manufacturer over the weekend and will provide a quote Monday. Paul and I will analyze the information received to determine the best quote and will provide the final information to the Board on Tuesday at its Board meeting. MTA has a long-standing relationship with these vendors and wants to provide them the opportunity to submit a quote for consideration.

Given the delay in receiving quotes and the desire to allow our vendors time to submit revisions, staff wanted to alert the Board that an item will be brought for its consideration in connection with the cutaway purchase.

**Summary:** Update on cutaway procurement and potential action item to be provided the day of MTA's Board meeting.

### Fiscal Impact:

TBD and to come from local funds.



## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Staff Report – Item 7A – *Informational*  
**Subject:** Financial Reports – August 2022  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Summary for Informational Purposes:**

Included are the numbers for August 2022 Financial Reports.

### **Highlights:**

#### *Sales Tax Revenue*

Sales tax revenue for June 2022 (received August 31, 2022) was \$677,991, 27% above the 2022 budgeted amount, and 6% higher than June 2021.

#### *Year-to-Date Revenue & Expenses*

It is expected that YTD revenue and expenses would be at 66.6% (8/12) of the budget through the end of the year. Total YTD Revenue is over budget at 81.9%. Total YTD Operating Expenses are under budget at 50.7%.

- 2022 interest rate increases are contributing to investment income exceeding forecast.
- Driver shortages (currently nine short) continue to keep costs down from budgeted levels.
- \$2,750,000 has been moved to the investment reserve account YTD.
- Current period operating grant revenue reflects an accrual adjustment after placing awarded Sales Tax Equalization dollars towards the operating grants effective 07/01/2022.

### **Fiscal Impact:**

August fiscal impact reflects total revenues of \$1,330,904 and operating expenses of \$612,276 for a net income of \$718,628.

# Mason Transit Authority Statement of Financial Activities

% through the year: 66.6%

September 2022 Board Report

August Statement of Financial Activities	August Actual	2022 YTD Actual	2022 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares	\$ 4,245	\$ 31,058	\$ 38,500		80.7%
PSNS WorkerDriver	7,325	53,524	110,000		48.7%
Total Operating Revenue (Fares)	11,570	84,582	148,500		57.0%
Sales Tax	521,727	4,586,286	5,620,000	(1)	81.6%
Operating Grants	763,192	2,757,546	3,363,648	(2)	82.0%
Rental Income	13,018	96,414	135,700		71.0%
Investment Income	21,244	52,033	10,000		520.3%
Other Non-operating Revenue	152	29,307	9,570	(3)	306.2%
<b>Total Revenue</b>	<b>1,330,904</b>	<b>7,606,169</b>	<b>9,287,418</b>		<b>81.9%</b>
<b>Expenses</b>					
Wages and Benefits	440,603	3,532,533	6,918,721		51.1%
Contracted Services	30,033	218,942	478,897		45.7%
Fuel	52,939	316,027	520,250	(4)	60.7%
Vehicle/Facility Repair & Maintenance	36,461	183,994	329,170		55.9%
Insurance	18,429	147,428	222,188		66.4%
Intergovernmental - Audit Fees	2,670	22,379	38,000		58.9%
Rent - Facilities and Park & Ride	-	17,037	8,620	(5)	197.6%
Utilities	11,876	102,378	191,254		53.5%
Supplies & Small Equipment	7,203	60,550	179,094	(6)	33.8%
Training & Meetings	2,980	12,617	43,150		29.2%
Other Operating Expenses	9,082	75,444	193,963	(7)	38.9%
Pooled Reserves	-	-	120,000		0.0%
<b>Total Operating Expenses</b>	<b>612,276</b>	<b>4,689,329</b>	<b>9,243,307</b>		<b>50.7%</b>
<b>Net Income (Deficit) from Operations</b>	<b>\$ 718,628</b>	<b>\$ 2,916,841</b>	<b>\$ 44,111</b>		

## 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 Q1-22 & Q2-22 actual, plus July and August accruals.
(3)	Includes: Sale of Maintenance Services - \$4,679; Gain/Loss on Disp. of Asset - \$20,239; Sales Tax Interest Income -\$2081 Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$2,000; Other Non Transportation Revenue - \$308; plus other misc. non-operating revenue.
(4)	Average diesel price per gallon year to date is \$4.12. Average gasoline price per gallon year to date is \$3.78
(5)	The Rent - Facilities Park & Ride budgeted amount was based on the anticipated Belfair Park and Ride project being completed by end of March. Delays resulted in additional costs through May. No additional charges.
(6)	Printing- \$5,122; Cleaning/Sanitation/Safety supplies - \$7,736; Office Supplies - \$5,168; Shop Supplies - \$8,847 Small Tools & Equipment - \$6,088; IT Equipment - \$12,760; Communications Equipment - \$0; Operating Supplies - \$1,636; Small Equipment & Furniture - \$1,365; Software - \$9,665; Postage - \$744; Shelter supplies - \$420; Training supplies-\$999; plus other misc supplies and small equipment.
(7)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions. Expenses through the year include: Advertising - \$37,760.; Merchant/Credit Card fees - \$1,886; Dues, Memberships, Subscriptions - \$27,801; Unemployment Insurance - \$14; CDL Testing- \$500; CDL Exams-\$2,060; Rent-CDL Training; \$,1400; Property tax- \$95; Veh. Registration fee- \$71; Office Equip Lease -\$567; Small tools repair-\$650; plus Other misc. operating expenses- \$2,640.

# Mason Transit Authority Cash and Investments

September 2022 Board Report

## Cash Balances

	7/31/2022	8/31/2022	Change
Cash - MC Treasurer	\$ 643,545.36	\$ 1,642,562.04	\$ 999,016.68
Investments - MC Treasurer	15,750,000.00	16,250,000.00	500,000.00
Payroll - ACH Columbia Bank	209,086.50	\$ 218,133.79	9,047.29
Petty Cash/Cash Drawers	500.00	500.00	-
<b>TOTAL</b>	<b>\$ 16,603,131.86</b>	<b>\$ 18,111,195.83</b>	<b>\$ 1,508,063.97</b>

## Cash Encumbrances

Grant Related:

Purchase 1-35' coach and 6 cutaways. Fed. 5339 - \$952,145. 25% match.	317,381.00
Purchase 5 coaches. Fed. 5339 - \$2,573,120. 20% Match	514,624.00
Green Transportation Grant - Fleet & Facilities Transition Plan	20,000.00
<b>Total Grant Match</b>	<b>\$ 852,005.00</b>

Reserves:

Total Grant Match	852,005.00
General Leave Liability (Vacation/Sick)	259,179.63
Emergency Operating Reserves	2,000,000.00
Facility Repair Reserve	150,000.00
Emergency/Insurance Reserves	100,000.00
Future Operating Reserves	4,400,000.00
Capital Project Reserves <sup>1</sup>	8,200,000.00
Fuel Reserves	120,000.00
IT Investments	80,000.00
<b>Total Encumbered</b>	<b>\$ 16,161,184.63</b>

Total of Cash	\$ 18,111,195.83
Less Encumbrances	16,161,184.63
<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>1,950,011.20</b>
Investments - MC Treasurer (Reserves)	16,250,000.00
Less Encumbrances	16,161,184.63
<b>Undesignated Cash Reserves</b>	<b>\$ 88,815.37</b>

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

## Mason Transit Authority Capital Budget

September 2022 Board Report

As of August 31, 2022


Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Costs to Date	Purpose
Park & Ride Development - 2015-2023 RMG Funds	10,522,500	10,027,698	1,327,133		216,180	10,073,772	Finalize construction on 5 park & rides throughout county. Match satisfied in 2021.
JP natural gas line replacement	25,000		25,000		-	-	Johns Prairie facility maintenance.
Tire Service Equipment	90,000		90,000		63,321	63,321	Facility maintenance preservation cost. All buildings at JP need painted. Paint project postponed. Board authorized repurposing of funds for Tire Service Equipment.
JP septic grinder pumps	7,000		7,000		-	-	Two of three septic grinder pumps need replaced.
JP HVAC unit replacements	125,000		125,000		-	-	The HVAC system is all original and in need of replacement.
TCC customer service office remodel	100,000			100,000	-	-	Contingent on future sales tax equalization.
Belfair furniture	25,000		25,000		-	-	
Two sanders	5,000		5,000		-	-	Two sanders to allow multiple staff to sand during snow/ice events.
Truck mounted snow plows	5,000		5,000		-	-	Two truck mounted snow plows to allow staff to clear staff, maintenance and park and ride lots.
Bus washer	45,000			45,000	-	-	Additional walk behind bus washer.
Bus stop improvements	30,000		30,000		-	-	Begin bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops.
UV air purifiers in transit buses	120,000		120,000		-	-	In vehicle UV air purifiers for full fleet of transit vehicles.
Bus stop pull out on Railroad at Pacific Ct.	70,000		70,000		10,134	10,134	Estimate from the City of Shelton to be done in conjunction with TIB funded street improvement project.
Badge access door security	100,000		100,000		-	-	Install badge access at MTA facilities for safety and security
Replacement laptops	40,200		40,200		30,841	30,841	Replace supervisor/manager laptops, includes warranty, docking stations, & sales tax - 15 each.
Replace desktop computer	45,000		45,000		35,769	35,769	Replace desktop computers approaching end of useful life, includes warranty and sales tax - 33 each.
Security cameras update	56,000		56,000		42,690	42,690	Update cameras at JP and TCC security cameras and provide additional sever for required video retention.
<b>Total Misc Capital Projects</b>	<b>11,410,700</b>	<b>10,027,698</b>	<b>2,070,333</b>	<b>145,000</b>	<b>398,934</b>	<b>10,256,526</b>	
1 - 35' Coach; 6 - Cutaways	1,269,526	952,145	317,381	-	-	-	Grant PTD0344 Federal 5339
<b>Total Vehicle Replacements</b>	<b>\$ 1,269,526</b>	<b>\$ 952,145</b>	<b>\$ 317,381</b>				
<b>Total Capital Projects</b>	<b>\$ 12,680,226</b>	<b>\$ 10,979,843</b>	<b>\$ 2,387,714</b>	<b>\$ 145,000</b>	<b>\$ 398,934</b>	<b>\$ 10,256,526</b>	

Capital Project Reserves - \$8,200,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

# Mason Transit Authority Sales Tax Receipts

September 2022 Board Report

Sales Tax Collected as of 08/31/2022 for 06/30/2022



	2019	2020	2021	2022 Budget	2022 Actual	2022 Budget Variance	% Change 2021 - 2022 Actual
January	377,689	406,391	464,970	370,254	492,351	33%	6%
February	354,467	372,932	456,479	356,980	513,550	44%	13%
March	459,822	408,506	595,307	445,239	646,582	45%	9%
April	445,171	409,532	585,816	423,319	599,278	42%	2%
May	461,236	531,711	604,875	475,066	620,580	31%	3%
June	525,839	568,045	640,945	535,482	677,991	27%	6%
July	498,248	543,942	606,512	514,228			
August	489,291	525,644	590,886	521,727			
September	504,696	574,589	597,424	531,592			
October	439,534	536,963	576,267	481,509			
November	409,930	486,561	546,801	428,630			
December	512,346	586,883	602,943	535,975			
	<u>5,478,270</u>	<u>5,951,698</u>	<u>6,869,226</u>	<u>5,620,000</u>	<u>3,550,331</u>		

Budget Variance Average - YTD

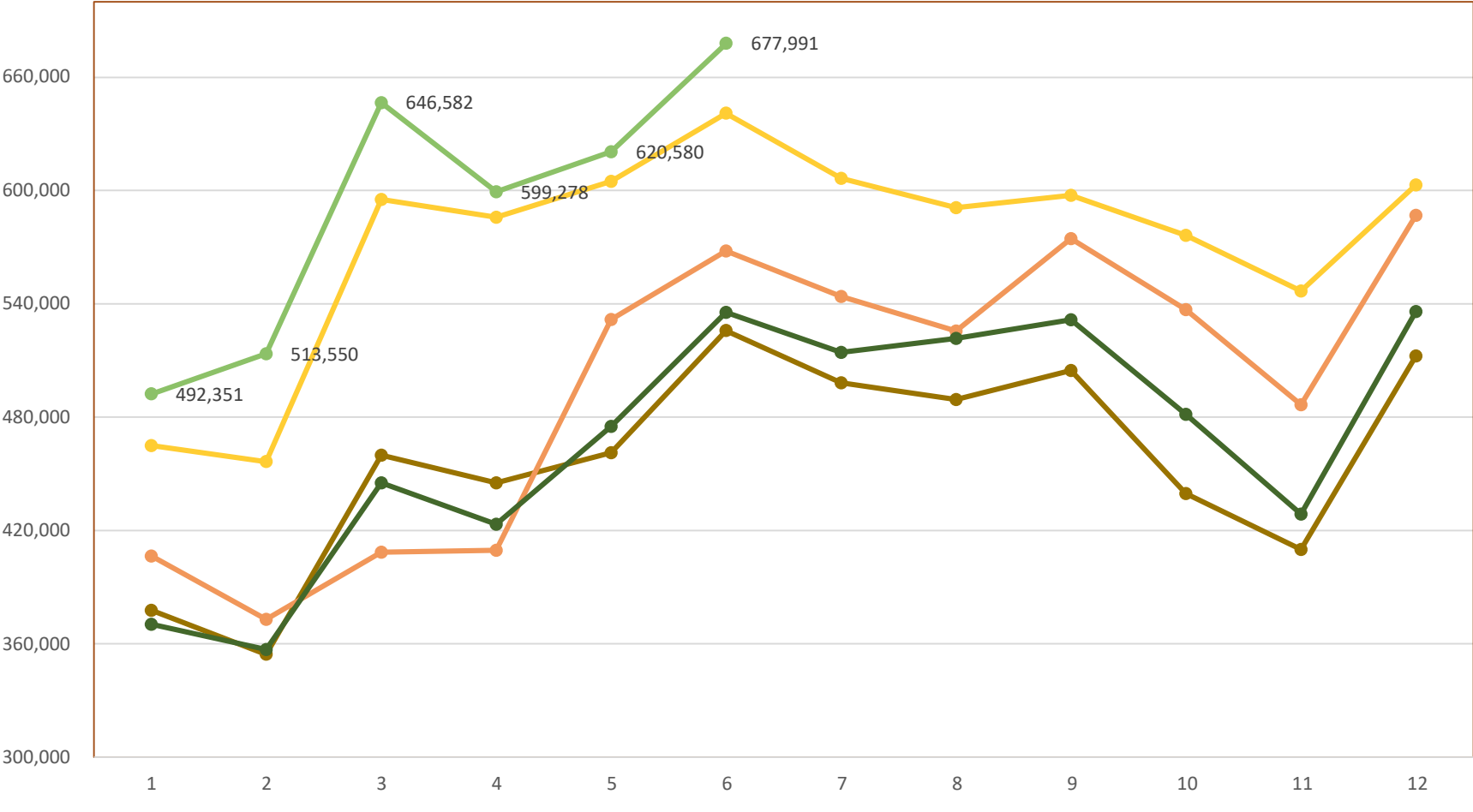
37%

% Change 2021 vs 2022 Actual Average - YTD

6%

# Monthly Sales Tax Trend

2019 2020 2021 2022 Budget 2022 Actual



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Staff Reports Item 7B – *Informational*

**Subject:** Management Reports

**Prepared by:** Tracy Becht, Executive Assistant

**Approved by:** Amy Asher, General Manager

**Date:** September 20, 2022

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 20, 2022



# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 20, 2022

## GENERAL MANAGER'S REPORT

### General Manager Report:

- Participated in Frequent Transit Proviso Policy Advisory meeting.
- Attended Washington State Transit Insurance Pool Investment Committee meeting.
- Attended EDC Board meeting.
- Attended Small Medium Transit Association meeting.
- Attended Washington State Transit Association Special Board meeting.
- Attended PTRPO TAC meeting.
- Attended Mason County Opioid Stakeholder meeting.
- Attended Washington State Transit Conference in Spokane.
- Attended EDC Super Duper Subcommittee. Group is evaluating development areas in Mason County for focused work. Will connect with key players from planning and legislative committees next.
- Coordination with our Peninsula Region RTPo on electric vehicle charging grant opportunities for Mason County. Squaxin Tribe to be the lead on a Department of Commerce Grant with PUD 1 and Mason Transit as partners. We will participate in order to reduce a potential duplication of effort in communicating EV needs with area partners when we do our fleet transition plan.

### Internal Activities:

- Submitted adopted TDP to WSDOT.
- Submitted TIP to PRTPO.
- Continued conversations with bus vendors to review current state of small bus procurements. Tested potential vehicles with maintenance and operations staff.
- Facilitated staff meetings.
- Submitted materials for review to contracted legal counsel for negotiations.
- Met with LeeAnn, Jenna and Management staff to begin 2023 budget preparations.
- Submitted grant amendments to WSDOT.
- Coordination with FESS and United Way on potential move.
- Coordination with Mason County Public Works on right-of-way dedication in Belfair.
- Orientation with new driver class.

## TEAM UPDATES

### **ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty**

#### **HR Support:**

- Provided onboarding support for new Fueller Detailer and four new Drivers.
- Adjusted Employer PERS rate per the September 1, 2022 legislative change.
- Provided census data for third party salary study.
- Aligned with updated CDC guidance for COVID-19 protocols as they pertain to the unvaccinated and exposure/positives and wearing masks with known exposure.

#### **Administrative Services Support**

- Hosted auditor from Department of Revenue to conduct a review of our leasehold tax collection process.
- Met with Paul, Jason and Steve W along with Amy and Jenna to discuss 2023 operating budget needs.
- Attended WSTIP Risk and Opportunity Committee meeting.
- After much cleanup of the Maintenance fleet software reconciled the FASTER system to the financial data base following the full count and cyclical counts that have taken place since April 29, 2022.
- Provided WSDOT with direction to apply the 2023 Sales Tax Equalization award to the Consolidated Operating Grants to lower the match requirement for the remainder of the biennium.
- Providing continuing cross training to Jenna for the recurring Finance tasks.
- Disconnected the ability to purchase Youth passes through credit card merchant effective 9/1/2022.

### **MAINTENANCE/FACILITIES –Paul Bolte**

#### **Outreach and meetings:**

- Went to Gillig in California to inspect new bus.
- Working on Transit Asset Management Plan for WSDOT approval
- Attended WSTIP best practices audit.
- Had shop safety meeting and cookout for shop.

#### **Facilities and Fleet Projects/Purchases/Maintenance**

- Working with Steve K. and Devin on the exterior projects at JP.
- Worked with Stanley Security on annual fire inspection.
- Had front conference room window replaced.
- Did procurement of electrical work needed for new tire equipment.
- Worked with Bradley on a/c repair in Buildings one and two.
- Attended State Transit Conference.

#### **TCC Events/Maintenance**

- **Gym:** Pickleball sessions numbered 147 people this August. CHOICE Highschool P.E. is on summer break.
- **Conference Room:** The MTA monthly board meeting welcomed 12 members this month. The MTA policy board mtg on August 9 drew 8 attendees. Monthly Bus Stop Placement Committee meeting was postponed for August. The monthly Ops meeting was cancelled for August. We hosted two Mason County EDC meetings which had 16 citizens in total attend.
- **Kitchen:** The kitchen user total in August was 28 people.
- Continuing to work with Tracy, LeeAnn, and Haley on T-CC leases, use agreements, procurement, invoices and accounting requirements. Thank you all for your efforts.
- Purchased supplies for T-CC flower bed rocking project. Weed netting, shovel, buckets, etc...
- Walk through with Tyler H. in T-CC gym to maintain A/V equipment. All good.
- Diagnosed and repaired non-functioning passenger ramp lights at T-CC. Reliable Electric.
- Clean out T-CC parking lot flower beds twice in August.
- T-CC passenger ramp maintenance.
- Finalized 2023 budget packets for meeting on September 12.
- Pre-cut weed netting for T-CC parking lot flower bed rock project.
- New security camera installs at the T-CC with Tyler H. and HCC.

- 15 yds of river rock delivered for T-CC flower beds via Brady Trucking.
- Met new Community Youth Services employees.
- Worked out preliminary PE schedule and pickleball schedule for the gym w/ CHOICE and the City of Shelton.

#### OPERATIONS – Jason Rowe

- **New Driver Class 2022-03:** We have four great candidates in this class. One of which has their CDL and is already behind the wheel training, and the other three are diligently working to obtain their CDLs.
- **Outreach:**
  - *Community Contact:* Dan S. attended the Overdose Awareness Fair this month as well as the North Mason School start of the year celebration. We also attended the PSNS Knowledge Share Fair.
  - *Travel Training:* This month Dan S. gave a Ride the Bus presentation and travel training to the North Mason Transition Group as well as Choice Highschool.
- **Special Transportation:**
  - *Hood Canal Summerfest:* We provided shuttle service transportation for the Hood Canal Summerfest at the Belfair State Park on August 13. We transported 146 passengers.
  - *YMCA Movie Day field trip:* We also provided transportation for the YMCA on August 18. We transported 98 passengers to and from Shelton Cinemas.
- **Service Review:** We are adding additional service effective October 10.
  - These service improvements will add a Route 3 to Bremerton at 5:25am to capture more of the PSNS work force.
  - Will add some more zipper routes during the week, giving 15-minute service from downtown to the Wal-Mart area during peak travel times.
  - We are also bringing back Route 8 service on Saturdays and are also adding earlier Route 7 run times and a route 3 in the morning as requested by the public.
- **Transportation Partnerships:**
  - *PSNS:* We continue to work closely with PSNS adding service to support their workforce coming from Mason County and utilizing our Park and Ride network. They in turn are pushing their workers to utilize public transportation whenever possible.
  - *School Districts:* We are working closely with the school districts to help bridge the transportation gaps we all experienced last school year.
- **Streamlining Operations:**
  - We are working on an electronic solution for our Pre and Post Trips to automate this process and cut down on the amount of paper we are using.
  - We are looking at run cutting software to help streamline our scheduling and block building in the future and to maximize our time utilization when putting together service.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Staff Reports Item 7C – *Informational*  
**Subject:** Operational Statistics  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2022

### **Background:**

The attached ridership data displays Total Ridership, Demand Response and Fixed Route with combined Total Ridership monthly since 2019.

To be easily identifiable, 2022 passenger trips are labeled with the actual number.

The ridership trend for 2022 continues to gradually increase as we progress through 2022 and continue to add service incrementally as staffing allows.

RIDERSHIP DATA

