

# PIERCE TRANSIT BOARD MEETING

Training Center, Rainier Room

November 10, 2014, 4:00 PM

**A Study Session will be held prior to this meeting at 3:00 PM**

## AGENDA

### CALL TO ORDER

### ROLL CALL

### PRESENTATIONS

- Financial Update

Wayne Fanshier  
Chief Financial Officer

### PUBLIC COMMENT

*(Citizens wishing to provide comment will be given five minutes to comment on any transit-related matters regardless of whether it is an agenda item or not.)*

### PUBLIC HEARING

*(Citizens wishing to provide comment will be given three minutes to comment on the public hearing topic(s).)*

- Proposed 2015 Budget

Wayne Fanshier  
Chief Financial Officer

### CONSENT AGENDA

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion. Item(s) may be moved to the Action Agenda at the request of a Commissioner.)*

1. Approval of Vouchers, November 3, 2014
2. Minutes: Regular Board Meeting of October 13, 2014
3. FS 14-074, Authorization to Enter Into and Execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communications Network (CCN) and Rescinding Prior CCN Agreement Adopted by Resolution No. 14-042 on July 14, 2014

### ACTION AGENDA

1. FS 14-075, Authority to Operate Route 503 Fife to Puyallup Station Service Effective February 15, 2015 and Continue to Operate Route 504 Edgewood Milton Community Connector Until a New Demonstration On-Demand Zone Service Begins in Milton and Edgewood
2. FS 14-076, Authority to Revise the Current Salary Structure for Non-Represented Employees and Grant One Additional Personal Holiday to Non-Represented Employees

Tina Lee  
Service Innovation Administrator

Alberto Lara  
Chief Administration Officer

## **INFORMATIONAL BOARD ITEMS**

- Chair Report

Rick Talbert  
Chair

- Sound Transit Update

Commissioners Strickland/McCarthy

## **STAFF UPDATES/DISCUSSIONS**

- Real Property Update

Janine Robinson  
Senior Planner

## **EXECUTIVE SESSION**

Potential litigation, pursuant to RCW 42.30.110 (1)(i); real estate matters, pursuant to RCW 42.30.110 (1)(b)

## **ADJOURNMENT**

**PIERCE TRANSIT  
NOTICE OF PUBLIC HEARING  
PROPOSED 2015 BUDGET**

A public hearing will be held as part of the Board of Commissioners meeting on Monday, November 10, 2014, at 4:00 PM. The meeting will be held in the Pierce Transit Rainier Conference Room, located at 3720 96<sup>th</sup> ST SW, Lakewood, WA. The purpose of the Public Hearing is to obtain comment and feedback from citizens on the proposed 2015 Budget.

The proposed Budget may be viewed on the Agency's website at [www.piercetransit.org](http://www.piercetransit.org), and is also on file in the Budget Office located at 3701 96<sup>th</sup> ST SW, Lakewood, WA. Questions and written comments pertaining to the proposed Budget should be submitted to:

Cathie Reid, Budget Assistant Manager  
PO Box 99070  
Lakewood, WA. 98496-0070  
Or calling 253-581-8078

Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE AT 253-581-8000, option 2, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days.

*Published in the Tacoma Daily Index and Tacoma News Tribune on October 31, 2014.*

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**October 13, 2014**

**CALL TO ORDER**

Chair Talbert called the meeting to order at 4:03 PM.

Commissioners present:

Steve Vermillion, Vice-Chair, Puyallup Councilmember  
Daryl Eidinger, Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Lauren Walker, Tacoma Councilmember  
Kent Keel, University Place Councilmember  
Don Anderson, Lakewood Mayor  
Rick Talbert, Chair of the Board, Pierce County Councilmember  
Nancy Henderson, Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)

Commissioners excused:

Pat McCarthy, Pierce County Executive  
Marilyn Strickland, Tacoma Mayor

Staff present:

James L. Walton, Interim Chief Executive Officer  
Alberto Lara, Chief Administration Officer  
Wayne Fanshier, Chief Financial Officer  
Doug Middleton, Chief Operations Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Clerk of the Board  
Angela Woods, Deputy Clerk of the Board

**PRESENTATIONS**

- **August Operator of the Month, Jack O-Neal** ~ Transit Operator Assistant Manager Scott Gaines recognized Operator Jack O'Neal for being selected Operator of the Month for August and noted his accomplishments.

Chair Talbert thanked Mr. O'Neal for his commitment and service to the Agency and to the community.

- **Financial Update** ~ Chief Financial Officer Wayne Fanshier reviewed the finance brochure for October and discussed the trends of sales tax collected in July.

**PUBLIC COMMENT**

- Cinderella Helga, Lakewood, commented on the politeness of various staff members, i.e., new drivers and facility workers. She talked about a recent occurrence where she fell and asked for help from a Pierce Transit Coach operator and did not receive much assistance.
- Laura Wisdom, Tacoma, noted that she takes the bus to work, to run errands and for recreational purposes. She thanked Pierce Transit for adding extra runs to Route 1 and

encouraged the Agency to direct funds wisely to routes that operate efficiently. She asked the Board to consider opportunities in the future to hold meetings in a different forum so that citizens could provide comments.

- Kristina Walker, Manager of Downtown On the Go, noted that October is “Try Transit Month” and the DOTG sponsored campaign is to promote transit riders and invite new riders. She asked that the Board focus on areas where ridership is at and not at the connectors. She also noted that she rides Pierce Transit buses.

## **PUBLIC HEARING**

Service Innovation Administrator Tina Lee provided an overview of the demonstration project in the cities of Fife, Milton and Edgewood that pertain to Routes 503 and 504. She explained the path and stops of these routes and reviewed the performance measurements of the routes which included boardings, passenger per hour and cost per passenger. She reviewed demographic information for the three communities.

Ms. Lee noted that Pierce Transit has received a total of 22 comments on the demonstration project since its inception, and most recently two in response to today’s public hearing. She noted that staff will return to the full Board on November 10, 2014, for their decision on whether to continue with the demonstration project.

She responded to various questions, and upon inquiry, elaborated on comments and concerns that were submitted by Chris Karnes. She noted that the communities find these routes effective but not necessarily efficient.

A lengthy discussion ensued about performance statistics, efficiency and cost for service, demographics of the ridership. Staff was directed to provide demographic information for these routes to the Commissioners in the near future.

Chair Talbert opened the public hearing at 5:07 PM.

- Cinderella Helga, Lakewood, provided comments.

Chair Talbert closed the public hearing at 5:08 PM.

## **CONSENT AGENDA**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion.)*

Commissioners Keel and Anderson **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 7-0.

1. Approval of October 1, 2014 Vouchers
  - Operating Fund #10
  - Self-Insurance Fund #40
  - Capital Fund #90
  - Voucher Numbers CK 338657 through CK 339154
  - Wire Numbers 1375 through 1388
  - Total \$10,317,035.34

2. Minutes: Regular Board Meeting of September 8, 2014
3. Minutes: Special Board Meeting of September 15, 2014
4. FS 14-065, Approved Resolution No. 14-054, authorizing the Chief Executive Officer to enter into and execute a Lease of Property Agreement Amendment No. 2 with Tacoma Community College for use and operation as a Transit Center by Pierce Transit, effective November 1, 2014 through October 31, 2029 at the rate of \$50,000 per year.
5. FS 14-066, Approved Resolution No. 14-055, authorization to (1) ratify and continue the Interlocal Cooperation Agreement for Use In Distribution of Funds and Allocation of Resources Pursuant to the 2008-2009 Auto Theft Prevention Grant Award executed in 2008; and 2) ratify the Screaming Eagle Building Lease executed in 2013 with the City of Lakewood and authorize its early termination; and 3) authorize the transfer of the lease from the City of Lakewood to the City of Fife.

## **ACTION AGENDA**

### **1. FS 14-067, Authorization of Employment Contract with James L. Walton to Serve as the Interim Chief Executive Officer**

Commissioners Keel and Anderson **moved** and seconded to approve Resolution No. 14-056, authorizing the Chair of the Board of Commissioners to enter into and execute an employment contract with James L. Walton to serve as the Interim Chief Executive Officer pursuant to the terms of the employment contract.

Chief Administration Officer Alberto Lara opened discussion on the item and referred the matter back to Commissioner Anderson to give an overview of the negotiation process and terms of the contract.

General Counsel Henderson noted that the final contract is before the Commissioners and she detailed the changes that occurred in that document.

Chair Talbert shared an experience about Mr. Walton where he brought stability and calmness when he worked with the City of Tacoma. He welcomed Mr. Walton.

Motion **carried**, 7-0.

Mr. Walton noted he was thankful for the Commissioners' confidence in him and that he is grateful for the opportunity at Pierce Transit. He reiterated his commitment to the Agency.

### **2. FS 14-068, Authorization to Execute a Multi-Year Contract with an Executive Search Firm to Assist in the Recruitment of a New Chief Executive Officer and Other High-Level Position(s) as Necessary**

*(Prior to taking action on this item, a revised fact sheet and resolution was distributed to the Board of Commissioners at the meeting.)*

Commissioners Walker and Keel **moved** and seconded to approve Resolution No. 14-057, adopting the recommendation of the Selection Committee and award a three-year contract with two optional 1-year extensions with Karras Consulting for the recruitment of a new Chief Executive Officer and any

other future executive level position(s) as necessary, at a rate of approximately \$40,000 per recruitment with a total amount of the full contract not to exceed \$240,000, which is estimated on usage.

Chief Administration Officer Alberto Lara presented on the item.

Commissioner Walker thanked staff for their assistance on this item.

Motion **carried**, 7-0.

### **3. FS 14-069, Authority to Execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communication Network**

Commissioners Keel and Walker **moved** and seconded to approve Resolution No. 14-058, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communications Network, as Amended by Pierce County on 10/7/14.

Chief Operations Officer Doug Middleton presented on the item. He noted this is a re-do as Pierce County had amended the Interlocal Agreement on October 7, 2014. He outlined the changes that were made to the contract that occurred after the Commissioners had adopted the agreement in July 2014.

He responded to questions pertaining to the governance composition of the Executive Board. Several Commissioners noted their concern that a Pierce Transit Commissioner's voice was removed from the governance agreement.

Upon advice from Clerk Jacobson, Commissioners Keel and Walker withdrew their motion.

Commissioners Anderson and Keel **moved** and seconded to postpone this item to the November 10, 2014 Pierce Transit Board of Commissioners Meeting with directive to Pierce Transit staff to hold further discussions among the parties with regard to the appropriate composition of the CCN Executive Board.

Motion **carried**, 7-0.

### **INFORMATIONAL BOARD ITEM**

- Chair Report ~ None
- Sound Transit Update ~ None
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### **STAFF UPDATES/DISCUSSION**

- Update on Farebox Installations

Project Management Office Manager Heidi Neideigh informed the Commissioners that Pierce Transit is running about five weeks behind in the installation of the new fareboxes. She noted that Pierce Transit cannot implement the new fare policies until the fareboxes are installed. She noted the delay is mainly on the vendor's side. She noted that December 8<sup>th</sup> is the target date. She noted there is no monetary impact to Pierce Transit.

## **EXECUTIVE SESSION**

None.

## **ADJOURNMENT**

Chair Talbert adjourned the meeting at 5:44 PM.

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Deanne Jacobson, CMC  
Clerk of the Board

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Rick Talbert, Chair  
Board of Commissioners



## FACT SHEET

**TITLE:** Authorization for the Chief Executive Officer to Enter into and Execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communications Network (CCN) and Rescinding Prior CCN Agreement Adopted by Resolution No. 14-042 on July 14, 2014.

**DIVISION:** Operations

**ORIGINATOR:** Carlos Davis, Radio Program Administrator

**PRECEDING ACTION:**

**Resolution No. 11-004,** Authority to execute an Interlocal Agreement with Pierce County for the Operations of a Combined Communications Network

**Resolution No. 13-037,** Adoption of 2014 Budget (including funding for service required to maintain the CCN).

**Resolution No. 14-042,** Authority for the Chief Executive Officer to enter into and Execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communication Network

**COORDINATING DEPARTMENT:** Operations, Radio Communications

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

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Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:**

Proposed Resolution

Exhibit A, Proposed Agreement Providing for Creation, Operation and Governance of a Combined Communications Network

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### BUDGET INFORMATION

2014 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
\$0

**Explanation:** The Single County-Wide Communications System (SCWCS) will be under warranty until June 2015. Pierce County will prepare a 2015 Budget for the Combined Communication Network (CCN) that will cover the

SCWCS service and license costs after the warranty period ends. Pierce Transit will include its financial participation for the CCN during its 2015 Budget cycle.

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BACKGROUND:

On July 14, 2014, the Pierce Transit Board of Commissioners adopted Resolution 14-042, authorizing the CEO to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communication Network ("Governance Agreement") after confirmation by staff at Pierce County that the parties had reached a final agreement.

On September 15, 2014, the Governance Agreement was reviewed and revised by the Pierce County Council Rules and Operations Committee, and was unanimously approved as revised with a recommend approval for full Council vote. Committee Amendment No. 1, Proposal No. R2014-95 is attached as Exhibit A, and modifies the Governance Agreement that was approved by the Pierce Transit Board of Commissioners in Resolution No. 14-042 in the following ways:

- a. Expands the CCN Executive Board to be comprised of two representatives of each of the parties instead of one.
- b. Adds the Chair of the Pierce County Council or designee and the Chair of the Pierce Transit Board of Commissioners or designee to the CCN Executive Board.
- c. Recommends a name change of the CCN Policy Board to the CCN Operations Board.

On September 16, 2014, staff at Pierce County and Pierce Transit discussed these proposed changes before the full County Council vote on Exhibit A. Based on concerns raised by Pierce Transit's CEO, staff agreed to modify the Governance Agreement in much the same manner as proposed by the County's Rules and Operations Committee as long as the Pierce Transit Chief Operations Officer or designee held a position on the CCN Executive Board instead of the Chair of the Pierce Transit Board of Commissioners. County staff agreed with this modification and the Pierce County Council approved the revision to the Interlocal Agreement on October 7, 2014.

On October 13, 2014, The Pierce Transit Board of Commissioners considered the County's revision to the Interlocal Agreement and expressed concern that the Chair, of the Pierce Transit Board of Commissioners, or designee was not included in the membership of Executive Board. The Board postponed action on this item until the November 10, 2014 Pierce Transit Board of Commissioners meeting with directive to Pierce Transit staff to hold further discussions among the parties with regard to the appropriate composition of the CCN Executive Board. Since that meeting, the parties have met and agreed to a Governance Agreement in substantially the same form as Exhibit A, which specifically provides that the Executive Board's membership will include the Chair of the Pierce Transit Board of Commissioners or designee.

ALTERNATIVES:

The alternative would be for Pierce Transit and Pierce County to continue to negotiate the Governance agreement, though staff does not recommend this approach because the proposed changes seem reasonable and appropriate.

Another alternative would be to not accept the proposed changes, and decline to participate in the CCN joint venture. This would duplicate staff for managing their individual interests in the SCWCS, and to ensure that each of their roles, responsibilities, and operational requirements were not impacted by the other Party. The alternative approach is not recommended as it creates gaps with governance, increased costs, and does not provide effective continuity of operations, financing or budgeting.

RECOMMENDATION:

Approve Resolution No. 14-058, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communications Network in substantially the same form as Exhibit A, which is attached hereto, and designating said document as the controlling agreement and rescinding prior CCN agreement adopted by Resolution No. 14-042 on July 14, 2014.

**RESOLUTION NO. 14-058**

A RESOLUTION of The Board Of Commissioners of Pierce Transit Authorizing the CEO to Enter into and Execute an Interlocal Agreement with Pierce County for the Creation, Operation, Sustainment and Governance of a Combined Communication Network, as Amended by Pierce County Council

WHEREAS, on July 14, 2014, the Pierce Transit Board of Commissioners adopted Resolution No. 14-042, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation, and Governance of a Combined Communication Network ("Governance Agreement"); and

WHEREAS, prior to Pierce County accepting the terms of the Governance Agreement, the Pierce County Council's Rules and Operations Committee recommended amendments to the Governance Agreement as reflected in Exhibit A; and

WHEREAS, staff at Pierce County and Pierce Transit have met to discuss the County's Rules and Operations Committee's proposed amendments to the Governance Agreement and staff for both parties now agree to those revisions as reflected in Exhibit A; and

WHEREAS, the CCN will allow the parties to share the use, ownership and cost of the CCN comprised of radio and microwave systems to carry voice and data traffic and to serve as an interoperable access point to a regional Single County-Wide Communication System (SCWCS), and the proposed changes to the Governance Agreement as reflected in Exhibit A further this mission and seem fair and appropriate; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1: The Chief Executive Officer is hereby authorized to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation, and Governance of a Combined Communication Network in substantially the same form as the Governance Agreement attached hereto as Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the 10th day of November, 2014.

PIERCE TRANSIT

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Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

**AGREEMENT PROVIDING FOR CREATION, OPERATION AND GOVERNANCE  
OF A COMBINED COMMUNICATIONS NETWORK**

This Agreement, by and between Pierce County Public Transportation Benefit Area Corporation (hereinafter, "Pierce Transit") and Pierce County (hereinafter, "the County") (individually, "Party"; together, "the Parties"), creates a joint venture to own jointly and to provide for the maintenance, operation and governance of a joint venture which shall be called the Pierce Transit – Pierce County Combined Communications Network ("CCN") of shared radio and microwave systems to carry voice and data traffic.

This Agreement is authorized by the Interlocal Cooperation Act, RCW Ch. 39.34.

**1. Purpose of Agreement and Effective Date**

Pierce Transit and the County form this joint venture in the public interest to support the development, operation, and maintenance of a combined 700 MHz radio communications interoperability network for purposes of ensuring communications for Pierce Transit's system and for the County's public safety programs as well as for the benefit of such other public agencies as may be approved by the Executive Board of the CCN.

The Parties intend for the CCN to utilize common best engineering technical standards, common radio systems linked with other regional public safety systems, and dispatch centers linked to a common network.

This Agreement, among other things, establishes the framework for the governance and management of the maintenance and operation of the CCN, the respective roles and responsibilities of the Parties, allocation of revenue collected from the CCN, and the Parties' commitments to share in the costs of operating, maintaining, and updating the CCN.

This Agreement shall become effective when signed by the Parties.

**2. Previous Agreements**

Pierce Transit and the County have previously entered into a Communication Agreement dated February 22, 2011, and a Master Site Agreement dated January 16, 2013, as well as a Shared Communication System Policy Statement dated March 14, 2013, all of which remain in effect except to the extent either or both are inconsistent with this Agreement, in which case this Agreement shall control.

**3. Definitions**

Certain terms used herein are defined as follows:

**Business Plan:** A detailed plan that defines the organizational structure, operational activities, and financing and budgeting structure of the overall business of the CCN.

**Executive Board:** The governing board of the CCN that is created pursuant to Article 8 of this Agreement. The CCN Executive Board is comprised of ~~one~~ **two** representatives of each of the parties to this agreement or their designee. The Executive Board is responsible for overall management and administration of the CCN, and policy and strategic planning for the CCN.

**FCC Rules:** For purposes of this Agreement, the rules of the Federal Communications Commission ("FCC"), including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et



seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC and all decisions and orders of the FCC, applicable to the FCC Licenses; and the Communications Act of 1934, as amended.

Pierce Transit – Pierce County Combined Communications Network (CCN): The joint venture formed by this interlocal agreement between Pierce County and Pierce Transit to engage in all activities relating to the administration, design, development, acquisition and installation of a single county wide communication system and that system's operation, maintenance and management on behalf of the system's owners, Pierce County and Pierce Transit.

**Policy Operations Board:** A joint board consisting of the Chief Operating Officer of Pierce Transit and the Director of the Pierce County Department of Emergency Management, formed to advise the Executive Board and charged with day-to-day monitoring of CCN operations.

**Shared Infrastructure:** Various components or assets of the CCN infrastructure, contributed by the parties as capital assets of the joint venture, as listed on Exhibit A.

**Single County Wide Communication System (SCWCS):** The communication system managed and operated by the CCN, consisting of all of the technical subsystems, including all of the following: Radio, Microwave, Fiber, Networking, Dispatch, Recording, Security, and Wireless; as well as Spectrum Assets and supporting Facilities. The SCWCS also includes VHF, UHF, 700 and 800 MHz and microwave system technologies.

**System Access Agreement (SAA):** An agreement between the CCN and a public agency customer or user of the SCWCS to allow for access to the SCWCS. All SAAs are conditioned upon the acceptance of the terms and conditions of access as established by the Executive Board.

**Total Cost of Ownership (TCO) Analysis:** An assessment and determination of the allocation of costs between the Parties relative to upgrades, replacement, maintenance, growth and expansion or contraction of the CCN and any Party's property or assets used for the CCN. The TCO shall be utilized to account for a Party's growth or expansion of its system or assets to avoid unfairly burdening the other Party with a disproportionate cost.

#### **4. Ownership of Shared Infrastructure Comprising CCN**

Pierce Transit and the County have each separately purchased or otherwise separately own various components or assets of the CCN infrastructure, such as microwave equipment, fiber optic cable, conduit, electronic equipment and other equipment used for the transportation or transfer of voice and data signals, a general inventory of which is attached hereto as Exhibit A. For all items listed on Exhibit A, each party wishes to contribute its portion of such infrastructure to be used as capital assets by the joint venture to become "shared infrastructure". Pierce Transit hereby conveys to Pierce County an undivided one-half interest in Pierce Transit's ownership of the shared infrastructure, limited to those items inventoried on Exhibit A, and the County hereby conveys to the Pierce Transit an undivided one-half interest in Pierce County's ownership of the shared infrastructure, limited to those items inventoried on Exhibit A.

Shared infrastructure shall not include, and the parties remain separate owners of: (1) the real estate, buildings, generators and towers identified on Exhibit B; (2) their respective licenses identified on Exhibit C; and (3) subscriber equipment such as end user radio units.

Pierce Transit and the County have each made significant contributions to date to the shared infrastructure such that their participation in the governance and operation of CCN joint venture should, in the best interests of each Party and the CCN project, be equal.



## 5. Operation and Maintenance of CCN and Shared Infrastructure

Pierce Transit and the County will cooperate in operation of the CCN and in providing maintenance of the Shared Infrastructure.

For that separately owned property that is listed on Exhibit B, including real estate, buildings, generators and towers, each party agrees to operate, maintain, manage, and replace such separate property if it is needed for continued operations of the CCN. Failure of either party to do so may constitute cause for the remaining party to terminate this Agreement.

## 6. Shared Access to FCC Station Authorizations and Licensing

Pierce Transit is the licensee of the FCC 700 MHz public safety radio station authorizations identified in Exhibit C (the "Pierce Transit Licenses" and together with the County Licenses, the "FCC Licenses"). Pierce Transit will permit the County to access such stations as a CCN party without further licensing or expense. Pierce Transit will permit certain public agencies approved by the Executive Board and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive Board in a System Access Agreement. Pierce Transit will take commercially reasonable steps to maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

The County is the licensee of the FCC 700 MHz public safety radio station authorizations identified in Exhibit C. (the "Pierce County Licenses" and together with the Pierce Transit Licenses, the "FCC Licenses"). The County will permit Pierce Transit to access such stations as a CCN party without further licensing or expense. The County will permit certain public agencies approved by the Executive Board and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive Board in a System Access Agreement. The County will take commercially reasonable steps to maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

The Pierce Transit Licenses shall remain owned by Pierce Transit subject to FCC Rules and this Agreement and the Pierce County Licenses shall remain owned by Pierce County subject to FCC rules and this Agreement. In accordance with the FCC Rules, the Parties' respective FCC Licenses and the CCN are being made available to each other and to eligible approved public agency system users on a nonprofit, cost shared basis. Each Party agrees that its use of the other Party's FCC Licenses will at all times be in compliance with applicable FCC Rules and all applicable FCC technical requirements, and each Party will immediately correct any condition that is contrary to such Rules and requirements.

The Parties agree that the conditions established by the Executive Board governing access by public agency users or customers to the CCN and/or each Party's stations will provide for the limitation of such access on the basis of capacity or similar constraints where such access could degrade the SCWCS, or a Party's use of the system or its use by other third party users. In addition, in the event that a Party determines that additional or modified access by the other Party to the CCN and/or each Party's stations in accordance with the foregoing provisions of this Section could, due to capacity or similar constraints, degrade the providing Party's use of the system, the providing Party reserves the right to limit such additional or modified access pending consultation and conclusion of a mutually agreeable resolution of the requesting Party's access and potential degradation of the providing Party's use of the system.

## 7. Staffing

Unless the Executive Board of the CCN determines otherwise, the ~~Policy Operations~~ Board or its designee(s) shall oversee the operation and maintenance of the shared infrastructure and to perform other responsibilities as needed. The ~~Policy Operations~~ Board or its designee(s) shall regularly advise the Executive Board concerning the status of CCN operations and issues relating thereto, and shall have day to day responsibility for management, administration and oversight of the CCN.

With the approval of the Executive Board, additional employees may be hired to perform work for the joint venture.



Pierce Transit employees and employees of Pierce County who perform work for the CCN shall maintain records of time spent by County and Pierce Transit employees on joint venture business and the billings of such time shall be credited against each Party's obligation for funding the CCN pursuant to a payment reimbursement schedule to be worked out in the Finance section within the Business Plan.

Except for reimbursement and other express obligations under this Agreement, no Party by reason of this Agreement assumes any responsibility for direction, supervision, employment, or the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the employees of any other Party, including its employees, representatives agents, contractors or suppliers.

## **8. CCN Executive Board**

The CCN is governed by an Executive Board, a joint board under RCW 39.34.030(4)(a). The Executive Board shall serve as the governing and policy-setting body to oversee the activities, operation, maintenance of the CCN, and shall act in the best interests of the CCN.

Membership on the Executive Board shall consist of the County Executive or designee, the Chair of the Pierce County Council or designee, the Chair of the Pierce Transit Board of Commissioners or designee, and the Chief Executive Officer of Pierce Transit or designee, each of whom shall attend meetings of the Executive Board, each of whom shall be required for a quorum, and each of whom shall have equal voice and one vote. The County Executive or designee and the Chair of the County Council or designee may only be a members of the CCN Executive Board if that person is not contemporaneously serving on the Pierce Transit Board of Commissioners. In the event of a tied vote on any item, no action is approved.

The Executive Board shall adopt the Business Plan within one hundred eighty (180) days of the effective date of this Agreement. Annually, the Executive Board shall establish and maintain a budget for the CCN.

Meetings of the Executive Board are subject to the Open Public Meetings Act, RCW Ch. 42.30. At any meeting, attendance by one member may be telephonic so long as that member, the member attending in person and those members of the public attending can hear. There shall be at least one meeting of the Board per year, and the Executive Board may conduct other regular and special meetings. Fifteen days' notice to each member shall be given prior to any meeting.

The Executive Board has authority on behalf of the joint venture:

1. to purchase or otherwise acquire and to sell or otherwise dispose of property or assets or shared infrastructure in accordance with the terms of this Agreement;
2. to authorize the Director of Pierce County Emergency Management or designee to enter contracts, obtain services, issue licenses, and procure resources necessary for the operations, maintenance, and sustainment of the joint venture through the Procurement Division of the Pierce County Budget and Finance Department, in compliance with Pierce County, Pierce Transit rules and regulations regarding such activities as further established in the CCN Business Plan on behalf of the joint venture;
3. to authorize the allocation of staff hours to be contributed by Pierce Transit or the County for joint venture business;
4. to set security and other standards for the operation of the shared infrastructure, and for the conduct of customers of the CCN;





5. to adopt budgets of the joint venture and set reserves;
6. to establish and operate an enterprise fund or special funds as authorized by RCW Ch. 39.34;
7. to provide for the employment of staff by the joint venture;
8. to authorize application(s) for federal, state or local funding and to use the proceeds thereof;
9. to set the proportionate annual financial participation of joint venture parties for operating, maintenance, capital and other expenses, which initially shall be ½ the responsibility of Pierce Transit and ½ the responsibility of the County. The Executive Board shall ensure that the expense of authorized staff of Pierce Transit or the County attributable to time spent on joint venture business shall apply toward each party's annual financial participation. The Executive Board shall also proportionately adjust any party's annual financial participation to give credit for any party's greater initial contribution to the shared infrastructure as listed on Exhibit A, though such credit may be spread over the first five years of the project;
10. to exercise the joint powers set out in RCW 39.34.030;
11. to establish policies and bylaws for the Executive Board;
12. to set rates and charges for services and access to the SCWCS;
13. to adopt or change the name of the Pierce Transit-Pierce County Combined Communications Network ("CCN");
14. to make recommendations to the parties' governing bodies;
15. to determine the services to be offered and the terms and rates for such services;
16. to enter into agreements with third parties for goods, services, and/or insurance;
17. to sue, be sued, complain, and defend in all courts of competent jurisdiction;
18. to amend, dissolve or terminate this Agreement in part or in its entirety, which shall require a unanimous vote and approval of each parties' respective governing boards; and
19. to take any other lawful action in the interest of the joint venture or in furtherance of its purposes.

## **9. System Access Agreements**

On behalf of the joint venture and using standards and formats approved by the Executive Board, the Policy Operations Board may authorize CCN System Access Agreements (SAA) permitting specified



1 use of the shared infrastructure by third parties. The Executive Board may provide for a customer  
2 advisory committee or other means for encouraging customer input. The Parties agree that the SAAs will  
3 include provisions to ensure all such users' ongoing compliance with FCC Rules and FCC technical  
4 requirements.

## 6 **10. Revenue and Expenses**

8 Revenue from shared infrastructure and from CCN activities shall be the property of the joint  
9 venture. Expenses of shared infrastructure and CCN activities shall be the obligation of the joint venture.

## 11 **11. Support Services**

13 Unless the Board determines otherwise, Pierce County will act as fiscal agent of the CCN for  
14 banking purposes. The Board may make provision for staffing or contract as appropriate for staff and  
15 auxiliary services including, but not limited to, personnel, legal, records, payroll, accounting, purchasing  
16 and data processing.

## 18 **12. Responsibility Of The Parties**

20 In addition to the Responsibility of the Parties listed as Exhibit A to the Parties' February 22 2011  
21 Communication Agreement, the Parties agree to assume the following responsibilities.

23 The Parties agree to sustain the SCWCS as a Certified Engineered Designed System, in accordance  
24 with OEM standards, and engineering best practices.

26 The Parties agree to follow GASB financial standards and procedures, thereby demonstrating  
27 accountability and stewardship over public resources by providing clear, consistent and transparent  
28 financial reports. The Parties will comply with the methods prescribed by the Washington State Auditor  
29 and all business rules established by the Executive Board in accounting for assets, liabilities, resources  
30 and expenditures related to the joint venture.

32 Each party shall preserve and maintain its separate property and respective licenses and subscriber  
33 equipment as listed on Exhibit B to allow for the continued operation of the CCN and SCWCS unless  
34 otherwise approved by the Executive Board.

36 The County shall be required to receive written approval from Pierce Transit should the County desire  
37 to change or upgrade the SCWCS. Prior to granting approval, Pierce Transit may request information it  
38 deems necessary to make an informed decision and the County agrees to provide such information to  
39 mitigate impacts to Pierce Transit's operational requirements, risks to the SCWCS capabilities, or  
40 financial risks resulting from the requested change.

42 Pierce Transit shall be required to receive written approval from the County should Pierce Transit  
43 desire to change or upgrade the SCWCS. Prior to granting approval, the County may request information  
44 it deems necessary to make an informed decision and Pierce Transit agrees to provide such information  
45 to mitigate impacts to the County's operational requirements, risk to the SCWCS capabilities, or financial  
46 risks resulting from the requested change.

48 As part of any SCWCS change or upgrade request, the Parties agree to perform a Total Cost of  
49 Ownership (TCO) Analysis to gauge the cost benefit and viability of any capital investment or SCWCS  
50 design change or upgrade to quantify the operational and financial impacts to the County or Pierce  
51 Transit over the lifecycle of the various communication technologies being requested.

## 53 **13. Dispute Resolution, Venue**

55 The Parties shall make good faith attempts to resolve any disputes, including disputes regarding  
56 system change requests, informally. Otherwise, the Parties shall engage in mediation within thirty days of



a Party's request for mediation prior to pursuit of any other legal remedy. This Agreement shall be interpreted and construed according to and enforced under the laws of the State of Washington, and the Superior Court of Pierce County shall have exclusive jurisdiction and venue over any legal action arising under this Agreement, unless jurisdiction lies exclusively in federal court. In any dispute over the interpretation or application of this Agreement, each party shall bear its own costs and attorneys' fees.

#### **14. Duration and Termination of Agreement**

The duration of this Agreement shall be indefinite and the Agreement shall continue until terminated by notice in writing given by either Pierce Transit or the County to the other board member(s) on or before November 30<sup>th</sup> of the year preceding the final full year of participation, or until terminated otherwise in accordance with this Agreement. Both Parties must continue to fulfill their obligations under this Agreement until the effective date of the termination.

If before April 30<sup>th</sup> of any fiscal year a Party shall fail to appropriate funds for its financial participation that year as established by the Board, or shall fail to pay such participation by the deadline(s) established by the Board, its vote on the Board shall be reduced to ½ its usual vote until such participation has been fully paid. If such participation by either Pierce Transit or the County remains unpaid on July 1<sup>st</sup> of that fiscal year, the Agreement shall be deemed terminated effective December 31<sup>st</sup> of that year unless the Board decides otherwise. The fiscal year of the joint venture shall be the calendar year.

In the event that a Party seeks to terminate this Agreement, it shall give written notice to the Executive Board, which notice shall include the following information, at a minimum:

- a. An explanation of the circumstances causing the Party to believe withdrawal is necessary;
- b. A description of the probable impacts on the remaining Party as a result of the withdrawal, including to the budget of the CCN Program;
- c. A description of the alternatives to withdrawal that have been evaluated by the party;
- and
- d. A proposed withdrawal work plan.

Other than in the instance in which a Party does not appropriate funds resulting in termination, within thirty days of any notice of intent to terminate this Agreement, the Parties shall engage in mediation to attempt to resolve any differences and shall make all good faith efforts to preserve this Agreement and the joint venture.

If this Agreement is terminated by action or inaction of either party, the terminating party shall be liable to the remaining party for actual damages proximately caused by the termination.

Upon termination by either Party without cause or upon mutual termination, ownership of each asset, including upgrades and improvements thereto, shall revert to the Party that contributed the same to the Shared Infrastructure, and the remaining joint venture assets shall be owned in common and distributed proportionately to the former Party(s). Should either of such former Parties elect to sell an interest in such remaining joint venture assets, the other Party shall have the first right to purchase such for the depreciated value. Termination shall not impact the separately owned property that is listed on Exhibit B which shall, at all times, remain the property of the original owner.

In the event that any Party fails to perform an obligation under this Agreement, the other Party shall have the right to bring an action for specific performance, damages, and any other remedies available under this Agreement in law or in equity.



1 **15. No Assignment Permitted**

2  
3 Pierce Transit and the County shall not subcontract, assign or delegate their rights or duties  
4 under this Agreement without the prior approval of the Executive Board.  
5

6 **16. No Third Party Beneficiaries**

7  
8 Neither Pierce Transit nor the County intend for any third-party to acquire any rights under this  
9 Agreement. There are no third-party beneficiaries hereto.  
10

11 **17. Claims and Litigation**

12  
13 In the event a Party receives a claim or suit by a third party which may involve the joint venture  
14 and/or shared infrastructure, it should refer the same to the Executive Board, which will determine  
15 whether the joint venture is involved and may authorize hiring of counsel, or request that the legal  
16 department of one of the Parties voluntarily handle the matter, or otherwise provide for the protection of  
17 the interests of the joint venture. The Parties shall consider entering into a joint defense plan, and will  
18 cooperate with each other as needed to respond to and defend against any such claims or actions. Any  
19 settlement or final judgment involving the joint venture and/or shared infrastructure shall first be paid by  
20 the joint venture with any contribution by the Parties as approved by Executive Board.  
21

22 **18. Indemnity**

23  
24 Each Party shall defend, indemnify, and hold harmless the other and all of their elected officials,  
25 employees, principals and agents from and against all claims, demands, suits, actions and liability of any  
26 kind, including injuries to person or damages to property, which arise out of or are connected with the  
27 intentional or negligent acts or omissions of the indemnifying Party, its contractors, and/or employees,  
28 agents and representatives related to the indemnifying Party's responsibilities and other work referred to  
29 in this Agreement; provided, however that if such claims, damages and injuries to persons or property are  
30 caused by or result from the proportionate or concurrent negligence of the Parties, this indemnification  
31 obligation applies only to the extent of the negligence of each Party, its contractor or employees, agents  
32 or representatives.  
33

34 **19. Filing**

35  
36 The County shall attend to filing this Agreement with the County Auditor pursuant to RCW  
37 39.34.040.  
38

39 **20. Notices**

40  
41 Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office  
42 of the representative authorized and designated in this section to receive notice for the respective party, or if  
43 deposited in the mail, properly stamped with the required postage and addressed to the office of such  
44 representative as indicated in this Agreement. Either party hereto shall have the right to change any  
45 representative or address it may have given to the other party by giving such other party due notice in writing  
46 of such change.  
47

48 To Pierce County:  
49 Director of Emergency Management  
50 South 35th Street, Suite D  
51 Tacoma, WA 98409  
52  
53

To Pierce Transit:  
Chief Operations Officer  
3701 96<sup>th</sup> Street SW  
Lakewood, WA 98499



## 21. General Provisions

This Agreement contains all of the undertakings of the parties with respect to any matter covered or mentioned herein. No provision of the Agreement may be amended or modified except by written agreement signed by the parties and adopted by each party's governing board. Any provision of the Agreement that is declared invalid or illegal will in no way affect or invalidate any other provision hereof and such other provisions will remain in full force and effect. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach, and no term or condition of this Agreement shall be held to be waived, modified or deleted except by a writing signed by the parties and adopted by each party's governing board. The Parties represent that they have the legal authority to bind their respective agencies and have specific authority from their governing Boards to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year last written below.

### **PIERCE TRANSIT**

Approved:

By \_\_\_\_\_  
 Lynne Griffith Date  
 Chief Executive Officer

### **PIERCE COUNTY**

Approved as to legal form:

By \_\_\_\_\_  
 Deputy Prosecutor

Recommended:

By \_\_\_\_\_  
 Budget & Finance Date

Approved:

By \_\_\_\_\_  
 Department Director Date

By \_\_\_\_\_  
 Pierce County Executive Date



CCN AGREEMENT EXHIBIT A

**SHARED INFRASTRUCTURE  
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS  
NETWORK (“CCN”)**

**Exhibit A to Agreement Providing for Creation, Operation, and Governance of A  
Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a Combined Communications Network (“CCN”) dated \_\_\_\_\_, the following assets constitute the “Shared Infrastructure” of the CCN.

**P25 Master Site:** The P25 Master site is core of the overall Single County Wide Communication System (“SCWCS”). This includes switches, routers, servers, software, licenses and other supporting equipment that make up components of the radio system and auxiliary alarming, reporting and data collection systems received from the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,500,000	\$1,500,000	\$3,000,000

**Network Sub-System:** The Network Sub-System is a component of the overall SCWCS. This includes switches, routers, servers, software, and other supporting equipment that make up components of the radio system and auxiliary alarming, reporting and data collection systems between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$250,000	\$300,000	\$550,000

**Key Management Sub-System:** The Key Management Sub-System is a component of the overall SCWCS. This includes equipment and means by which radio programming and encryption keys are managed and distributed.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$0	\$100,000	\$100,000

**Wireless Data Networks:** A wireless data network is a telecommunications network that allows computers or radio communication devices to exchange data such as GPS and CAD/AVL data. The connections (network links) between networked computing devices (network nodes) are established using either cable media or wireless media.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$12,000,000	\$1,200,000	\$13,200,000



**Recording Sub-Systems:** The Recording Sub-System is a component of the overall SCWCS. This includes Logging Recorder servers, Archive servers, and supporting equipment.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$700,000	\$100,000	\$800,000

**Radio Sub-System:** The Radio Sub-System comprises part of the overall SCWCS. This includes radio transmitter and receiver equipment, various facilities, site development, site enhancements, services and supporting equipment such as communication buildings, towers, generators, fencing, security, HVAC systems, and power systems. The Radio Sub-System includes the equipment and assets at the shared sites listed on Appendix 1 hereto.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$15,000,000	\$17,000,000	\$32,000,000

**Microwave Sub-System:** The Microwave Sub-System is a transport component of the overall SCWCS. This includes design, transceivers, dish antennas, wave guides, dehydration, pressurization equipment, installation and services, and other associated components that provide wireless connectivity between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$1,400,000	\$2,600,000

**Fiber Sub-System:** The Fiber Sub-System is a transport component of the overall SCWCS. This includes fiber cables, Multiplexing equipment, and other and other associated components that provide optical connectivity between sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$750,000	\$1,950,000

Grand Total Pierce Transit Investment	Grand Total Pierce County Investment	Grand Total CCN Investment in Shared Infrastructure
\$30,100,000	\$22,350,000	\$52,450,000





**SHARED INFRASTRUCTURE  
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS  
NETWORK (“CCN”)**

**Appendix 1 to Exhibit A to Agreement Providing for Creation, Operation, and Governance  
of A Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure  
Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a  
Combined Communications Network (“CCN”) dated \_\_\_\_\_, Pierce Transit and Pierce County  
intend to contribute to the “Shared Infrastructure” of the CCN all equipment and assets at the  
following shared sites:

Site Name	Location
Mineral Hill Remote site (S)	46°44'36.65" N 122°10'05.47" W
Purdy Prime (W) and Remote site (M)	14515 54th avenue NW Gig Harbor, 98332
DuPont Remote repeater (W)	1650 Forman Road, Lakewood, WA.
Home Remote repeater (W)	17782 16th St KP S Lakebay WA 98394
Vaughn Remote repeater (W)	17500 80th St KP N Vaughn WA 98394
T N B Remote Repeater (W)	47°15'54.29" N 122°32'51.49" W
CMF Prime (M)	4812 196 <sup>th</sup> Street East Spanaway WA 98387
Graham Hill Remote repeater (M)	25016 Meridian Graham WA 98338
Spar Pole Remote repeater (M)	47°02'51.39" N 122°08'38.85" W
Eatonville Prime (S)	46008 Alder Cutoff Road Eatonville WA 98328
McKenna Remote repeater (S)	346th Street S and highway 507 Roy WA 98580
3 Sisters (IR) Site	47°07'00.35" N 121°53'33.59" W
Puyallup Remote repeater (M)	110 39 <sup>th</sup> Ave SE Puyallup WA 98374
Hemlock Remote repeater (M)	10101 Hemlock Avenue Lakewood, WA





Indian Hill Remote repeater (M)	4819 37 <sup>th</sup> Ave NE Tacoma WA 98422
Top Hat (IR) Site	206 SW 112 <sup>th</sup> Street, Seattle WA 98146

**Shared Site Legend:**

1. Main Simulcast (M)
2. South Simulcast (S)
3. West Simulcast (W)
4. Independent Repeater Site (IR)



CCN AGREEMENT EXHIBIT B

**SEPARATE ASSETS  
OF PIERCE TRANSIT AND PIERCE COUNTY  
UTILIZED IN THE COMBINED COMMUNICATIONS NETWORK (“CCN”)  
BUT NOT INTENDED TO BE SHARED INFRASTRUCTURE**

**Exhibit B to Agreement Providing for Creation, Operation, and Governance of A  
Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure  
Comprising CCN” Agreement Providing for Creation, Operation and Governance of a Combined  
Communications Network (“CCN”) dated \_\_\_\_\_, the following assets remain separate  
property of the Parties and are not intended to be “Shared Infrastructure” of the CCN.

**Pierce Transit separate assets include:**

1. Smart System Technologies: specialized technologies which may or may not integrate or  
function within the SCWCS. This includes but not limited to the following technologies:  
Automated Passenger Counting (APC), Automatic Voice Announcement (AVA), and  
Video Camera Solutions, etc;
2. Subscriber Equipment: portable and mobile sub-scriber equipment, consolets, consolett  
remotes, and base station equipment that is intended to operate on the SCWCS  
infrastructure for day-to-day intra-agency communications and/or inter-agency cross-  
jurisdictional interoperability purposes; and
3. The following facilities:

Site Name	Location	Asset Owner
Pierce Transit (Dispatch – Building 5)	3701 96 <sup>th</sup> Street SW, Lakewood, WA 98499	Pierce Transit
Pierce Transit (Building 4)	3701 96 <sup>th</sup> Street SW, Lakewood, WA 98499	Pierce Transit

**Pierce County separate assets include:**

4. **Subscriber Equipment:** portable and mobile sub-scriber equipment, consolets,  
consolett remotes, and base station equipment that is intended to operate on the SCWCS  
infrastructure for day-to-day intra-agency communications and/or inter-agency cross-  
jurisdictional interoperability purposes.
5. The following facilities:

Site Name	Location	Asset Owner
Department of Emergency Management	2501 South 35 <sup>th</sup> Street, Suite D, Tacoma, WA 98409-7405	Pierce County



## FACT SHEET

**TITLE:** Authority to Operate Route 503 Fife to Puyallup Station Service Effective February 15, 2015 and Continue to Operate Route 504 Edgewood Milton Community Connector Until New Demonstration On-Demand Zone Service Begins in Milton and Edgewood

**DIVISION:** Business Development Division

**ORIGINATOR:** Tina Lee, Service Innovation Administrator

**PRECEDING ACTION:** Resolution No. 13-033, dated November 18, 2013, Authorizing the Fife Milton Edgewood Demonstration Project Effective February 16, 2014

Resolution No. 14-046, Authorization for Modification No. 1 to the Fife Milton Edgewood Demonstration Project

**COORDINATING DEPARTMENT:** Executive

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:** Proposed Resolution No.14-059, Route 503 Demonstration Exhibit A, Route 503 , Fife to Puyallup Station  
Proposed Resolution No. 14-060, Route 504 Demonstration Exhibit B, Proposed Fife, Milton and Edgewood On Demand Zone Service  
Exhibit C, FME Community Connectors Dash Board

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### BUDGET INFORMATION

2015 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

**Explanation:** Service hours for all Pierce Transit services are budgeted in the 2015 Budget and are detailed in the Service Hour, Mile, Bus and Operator Summary. Estimated 2015 service hours for these routes are included in the proposed 2015 Budget and are contingent upon 2015 Budget adoption.

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### BACKGROUND:

The Board of Commissioners of Pierce Transit approved the implementation of the Fife, Milton, Edgewood (FME) Demonstration project at their November 18, 2013 meeting. The demonstration project is a one-year

demonstration from February 16, 2014 – February 14, 2015. Two demonstration routes are included in that project:

1. Route 503, Fife to Puyallup Station Community Connector
2. Route 504, Milton-Edgewood Community Connector

The local Community Investment Team (CIT) comprised of representatives from the City of Fife, City of Edgewood, City of Milton, Puyallup Tribe of Indians, Mountain View Community Center, Edgewood F.I.S.H. Food Bank, and Radiance Home Owners Association, continues to guide the demonstration and work cooperatively with staff. Most recently, the CIT recommended modifications to the demonstration services which the Board of Commissioners authorized at the July 14, 2014 Board Meeting. Those changes were effective with the September 28, 2014 service change. With those recent changes, staff has only four weeks of data to analyze and this makes it difficult to see trends or develop recommendations on service.

### **Route 503 – Fife to Puyallup Station Modifications**

The Route 503 is designed to provide fast, convenient regional connections to Sounder train services at the Puyallup Station. Puyallup Station access is constrained by parking; this demonstration service is geared to commuters from the Fife community to reduce congestion and limit single occupancy vehicle trips to and from Fife. The September service changes included service reductions on the Route 503 eliminating midday service to instead focus on peak Sounder train connections. Today the route provides timed connections to six AM and six PM train trips. During the initial rollout of this demonstration service, heavy traffic created challenges with consistently meeting the trains to provide reliable connections. We are now meeting more train trips making the services more reliable and passengers are picked up and dropped off on the same side of the tracks as the Sounder trains.

A normal effect of a service change is often a drop in ridership immediately after a schedule change occurs. In the four weeks since the September 28 service change we have not seen ridership stabilize. In conversations with the CIT on October 20, 2014, they expressed concern with the limited one year demonstration. One year is a short period to test a new service and they recommended that new demonstration routes have a longer introduction period. They also expressed concern that the community and potential users have seen repeated schedule changes and refinements to the service; they expressed a need to leave the route in place with minimal change so that potential riders feel that the service is predictable. Their one recommendation for a change to this service is a modest route change to operate Route 503 in a new area that has higher density apartment facilities in Fife along 20<sup>th</sup> Street. If approved, this route change could be implemented with the February 15, 2015 service change.

Given the limited data available since the September 28, 2014 service staff believes we need to operate this service another year to gather additional information and continue to build awareness of the service. In a recent survey to the community we learned that approximately 64% of the respondents have heard of the FME services, though only 33% have tried either of the routes. The Community Transportation Advisory Group (CTAG) provided input on the demonstration routes at their October 16, 2014 meeting. The CTAG did not have a quorum so no official action was taken. However, in discussions with the CTAG they also indicated it can take up to three years for a route to develop and build. They indicated that a one year demonstration phase may not be long enough for a route to fully develop and provide adequate justification whether it should be implemented.

Staff has initially recommended a one-year demonstration period for new services because the Federal Transit Administration considers a service permanent after 12 months. The *Title VI Circular, FTA C 4702.1B* states:

A transit provider may exempt a temporary addition of service (e.g., demonstration projects), including those that would otherwise qualify as a major service change, from its definition of major service change. If a temporary service addition or change lasts longer than twelve months, then FTA considers the service addition or change permanent and the transit provider must conduct a service equity analysis if the service otherwise qualifies as a major service change.

Because of this requirement that service is considered permanent after a 12 month period, we are recommending that the Route 503, Fife to Puyallup Station, be operationalized and we continue to assess those operations for an additional period of one year before making a determination if the route should be terminated. A May 2014 rider survey of passengers on the route indicates that home, work or the Sounder train are the primary origin and destinations for this route, the target audience for this commuter service. The survey also indicated that the majority of the respondents (65%) usually take the route on 3 to 7 one way trips a week, a market that can be expanded if riders were to take more one way trips each week.

#### **Route 504 – Edgewood/Milton Community Connector**

Route 504 is the Edgewood/Milton Community Connector. The service operates Monday through Saturday providing connections to local destinations in the communities of Fife, Milton, and Edgewood. During our design phase, the CIT strongly indicated a need for this type of local community service. They felt this was an unmet need in the community and that the local routes servicing Milton and Edgewood (Routes 501 and 402) were bringing people through their communities but not providing service local residents required. Local destinations that are the focus of this service including shopping along Meridian including Safeway and the Post Office as well as the Milton Library, Fife Library, Fife Community Center, Mountain View Community Center and the F.I.S.H. Food Bank. There has been a desire to provide a connection to the Milton Senior Center, however, this is a location difficult to reach by fixed route due to the city's road network and lack of sidewalks in the area.

The Board of Commissioners authorized a change, or modification #1, to the route effective September 28, 2014. The one-way loop in the route was eliminated, being replaced with a two-directional service that streamlined the route to operate on Milton Way, Meridian and 36<sup>th</sup> Street E. The CIT recommended this change along with testing a hybrid style service in the community. There are still locations such as the Milton Senior Center, Heather Hills and Alder Ridge Senior Housing which the CIT recommend have public transportation connections but it is difficult for fixed route bus service to reach. At their October 20, 2014 meeting, the CIT again recommended modifying the demonstration to improve the route's performance and reach more users by implementing a hybrid on-demand zone bus service. The recommendation is to provide hybrid on-demand service in a zone encompassing much of the Milton and Edgewood communities with connections to Fife. This on-demand zone service would also operate as feeder service providing connections to local PT Routes 402, 500 and 501.

#### **Hybrid On-Demand Zone Service for Fife, Milton and Edgewood**

The proposed on-demand zone service would operate in a zone determined by Pierce Transit and the FME CIT. The final zone is still under development but is in Edgewood and Milton with connections to key destinations in

Fife. The initial zone that we are proposing is roughly bounded by 36<sup>th</sup> Street to the South, 122<sup>nd</sup> Avenue E on the East, Jovita Blvd E and Alder Street at the North, and I-5 and 92<sup>nd</sup> Avenue E on the West.

Zone service does not have a fixed route like most of Pierce Transit's service. The proposed on-demand zone service would operate by reservation only. If a reservation is not scheduled on a given day, the vehicle does not drive out to the zone to pick up passengers. With a scheduled reservation, a FME Connector vehicle would pick up customers at approved bus stops in the zone and deliver them to other approved bus stops within the zone or at existing approved bus stops that provide connection points to local bus routes 402, 500 or 501. Reservations could be scheduled same day with a minimum of two hours' notice, ideally though 24 hour advance notice is recommended. The proposal is to operate service Monday-Friday from approximately 10am – 6pm. The CIT recommended not operating Saturday service for this on-demand zone demonstration due to the low utilization of the current Route 504 service on Saturdays.

The proposed on-demand zone service would be operated by a contract service operator as allowed in the ATU Master Agreement dated July 1, 2011 – June 30, 2014. The current Paratransit ADA Service Professional Services Agreement does not have an option for on-demand zone service, so a request for proposals would need to be issued to select a provider for the demonstration service period. After developing a schedule to complete a proposal process, we estimate bringing a contract for approval back to the Board of Commissioners by the March 9, 2015 meeting. Staff recommends commencing a potential on-demand zone demonstration with the June 7, 2015 service change. This would provide time to develop plans and complete training with a potential new service provider. The on-demand zone demonstration would operate for a one year demonstration from June 7, 2015 – June 5, 2016. In order to continue to provide a continuity of service to the Milton and Edgewood communities, staff recommends operationalizing Route 504 service for four months from February 15, 2015 until June 6, 2015. Route 504 would terminate when a service provider is available to test a new hybrid on-demand zone service modal.

#### **Title VI Analysis**

Staff completed a Title VI Service Equity Analysis for the FME Demonstration Routes 503 and 504 as required by Pierce Transit's Major Service Change Policy in October 2013. That document is available for review on the project website at <http://www.piercetransit.org/fme/>. Staff identified no disparate impact for minority populations for either of the demonstration services. Staff identified no disproportionate burden impact for low-income populations for either of the demonstration services. If the Board of Commissioners authorizes operationalizing either of those routes no additional Service Equity Analysis is required. A separate Title VI Analysis may be required at the end of the one-year demonstration period for the proposed On-Demand Zone Service in Fife, Milton and Edgewood. That Service Equity Analysis can occur at the end of the demonstration period and would be included as part of the public involvement process occurring in 2016.

#### **ALTERNATIVES:**

1. Terminate FME Demonstration Service; not recommended as the CIT and some CTAG members have both expressed need for additional time for new demonstration services to be accepted by the community.

2. Operationalize both Route 503 Fife to Puyallup Station and Route 504 Milton/Edgewood Community Connector as they currently operate.
3. Investigate other innovative solutions to better serve Fife, Milton and Edgewood communities and meet their unique transportation needs.

RECOMMENDATION:

Adopt Resolution No. 14-059, authorizing Pierce Transit staff to operationalize Route 503, Fife to Puyallup Station, service effective February 15, 2015, as presented in Exhibit A, with service updates to the Board of Commissioners in August 2015 and November 2015 to determine feasibility of continuing that service; and

Adopt Resolution No. 14-060, authorizing the Pierce Transit staff to operationalize Route 504, Milton Edgewood Community Connector until June 2015 or until a new demonstration on-demand zone service, as presented in Exhibit B, begins operating in Fife, Milton and Edgewood.

## RESOLUTION NO. 14-059

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Pierce Transit Staff to Continue Operating Route 503, Fife to Puyallup Station, Service Effective February 15, 2015

WHEREAS, On July 8, 2013 the Pierce Transit Board of Commissioners adopted its Strategic Direction which directed staff to develop innovative tailored community solutions; and

WHEREAS, on November 18, 2013 the Pierce Transit Board of Commissioners adopted Resolution 13-0133 authorizing the Fife Milton Edgewood Demonstration for a one year period, effective February 16, 2014; and

WHEREAS, the Fife Milton Edgewood Demonstration consists of two demonstration routes that were recommended by the Fife Milton Edgewood Community Investment Team (CIT): Route 503, Fife to Puyallup Station Community Connector; and Route 504, Edgewood Milton Community Connector; and

WHEREAS, on July 14, 2014 the Pierce Transit Board of Commissioners adopted Resolution 14-046 authorizing modification #1 to the Fife Milton Edgewood Demonstration routes to adjust service effective September 28, 2014; and

WHEREAS, the demonstration services are nearing the end of the one-year demonstration period; and

WHEREAS, the modifications to the Route 503, Fife to Puyallup Station Community Connector, are too recent to provide reliable data for analysis; and

WHEREAS, the CIT and Pierce Transit's Community Transportation Advisory Group have expressed concern that a one year demonstration does not provide adequate length of time to build awareness of the service and improve ridership; and

WHEREAS, the Business Development Office is recommending that Route 503 be operationalized for a one year period with follow-up reports to the Board of Commissioners at six and nine months to determine feasibility of continuing service into the future; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The Board of Commissioners authorizes Pierce Transit staff to continue operating Route 503, Fife to Puyallup Station Community Connector, as presented in Exhibit A, which is attached hereto, with service from February 15, 2015 through February 14, 2016.

Section 2. Business Development Office staff will return to the Board of Commissioners with periodic updates at the August 2015 Board Meeting and the November 2015 Board Meeting to determine whether the Route 503 will continue beyond February 14, 2016.



1 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
2 the 10th day of November, 2014.

3 PIERCE TRANSIT  
4

5  
6 \_\_\_\_\_  
7 Rick Talbert, Chair  
8 Board of Commissioners  
9

10 ATTEST/AUTHENTICATED  
11

12 \_\_\_\_\_  
13 Deanne Jacobson, CMC  
14 Clerk of the Board  
15  
16

## RESOLUTION NO. 14-060

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Pierce Transit to Continue  
2 Operating Route 504 Milton Edgewood Community Connector Until A New Demonstration On-Demand Zone  
3 Service Begins Operating in Fife, Milton and Edgewood  
4

5 WHEREAS, On July 8, 2013 the Pierce Transit Board of Commissioners adopted its Strategic Direction  
6 which directed staff to develop innovative tailored community solutions; and

7 WHEREAS, on November 18, 2013 the Pierce Transit Board of Commissioners adopted Resolution 13-  
8 0133 authorizing the Fife Milton Edgewood (FME) Demonstration for a one year period effective February 16,  
9 2014; and

10 WHEREAS, the Fife Milton Edgewood Demonstration consists of two demonstration routes that were  
11 recommended by the Fife Milton Edgewood Community Investment Team (CIT): Route 503, Fife to Puyallup  
12 Station Community Connector, and Route 504, Edgewood Milton Community Connector; and

13 WHEREAS, on July 14, 2014 the Pierce Transit Board of Commissioners adopted Resolution 14-046  
14 authorizing modification #1 to Route 504 to adjust service eliminating a one-way loop in the route and  
15 discontinuing Sunday service effective September 28, 2014; and

16 WHEREAS, the Fife Milton Edgewood CIT recommended the modifications to Route 504, Edgewood  
17 Milton Community Connector, to align the route to operate on a corridor for future hybrid zone service; and

18 WHEREAS, staff recommends that the Board of Commissioners commence a hybrid on-demand zone  
19 service demonstration for the Fife, Milton and Edgewood area to begin with the June 7, 2015 service change;  
20 and

21 WHEREAS, hybrid on-demand zone service will require the issuance of a request for proposals to  
22 solicit proposals to hire a service provider to operate the potential on-demand zone service; and

23 WHEREAS, staff has prepared a preliminary schedule and anticipates returning to the Board of  
24 Commissioners at the March 2015 meeting to award an on-demand zone service contract; and

25 WHEREAS, the demonstration service is nearing the end of the one-year demonstration period  
26 approved through February 14, 2015; and

27 WHEREAS, staff recommends a continuity of service in the community and continuing to operate  
28 Route 504 from February 15, 2015 through June 6, 2015, or until an on-demand zone service provider has  
29 been selected and awarded a contract; and  
30  
31

1 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

2 Section 1. The Board of Commissioners authorizes Pierce Transit staff to continue operating Route  
3 504 Edgewood Milton Community Connector service until June 6, 2015, or until the zone service provider  
4 contract is authorized, whichever is later.

5 Section 2. The Chief Executive Officer is authorized to solicit proposals for on-demand zone  
6 service, as presented in Exhibit B, which is attached hereto, for a demonstration zone service in Fife,  
7 Milton and Edgewood.

8  
9 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
10 the 10th day of November, 2014.

11 PIERCE TRANSIT

12  
13  
14 \_\_\_\_\_  
15 Rick Talbert, Chair  
16 Board of Commissioners  
17

18 ATTEST/AUTHENTICATED

19  
20 \_\_\_\_\_  
21 Deanne Jacobson, CMC  
22 Clerk of the Board  
23  
24

## Exhibit A



### Demonstration Route 503, Fife to Puyallup Station

November 3, 2014

Route 503, Fife to Puyallup Station, demonstration service started on February 16, 2014. The one-year demonstration has had multiple schedule changes to improve schedule reliability and respond to customer comments. The local Community Investment Team has requested the service be operationalized and operate for one additional year in its final configuration to continue to build awareness of the service before the Pierce Transit Board of Commissioners determines if the Route 503 should continue as a local route.

### February 2015 Service Change Proposal:

- Route continues to operate Monday – Friday
- Peak commuter service continues to provide connections to six AM & six PM trains
- Local \$2 Adult & \$.75 Discounted Fares
- Route change in Fife to serve higher density apartments along 20<sup>th</sup> Street E, 23<sup>rd</sup> Street E, and 58<sup>th</sup> Avenue E. See **red** arrows on map.

### Your input is important:

Send comments or questions to:  
Tina Lee, Service Innovation Administrator  
Phone: 253.589.6887  
Email: [tlee@piercetransit.org](mailto:tlee@piercetransit.org)  
Mail: Pierce Transit, P.O. Box 99070,  
Lakewood, WA 98496-0070



## Exhibit B



November 3, 2014



### Proposed Fife Milton Edgewood On-Demand Zone Service

#### Background

Pierce Transit and the local Fife Milton Edgewood Community Investment Team (CIT) are recommending a demonstration on-demand zone service be tested in the Fife, Milton, and Edgewood (FME) area. This on-demand zone service operates "By Request" with scheduled reservations. With a scheduled reservation, a vehicle will pick up or drop off at approved bus stops in the zone area or at approved bus stops that provide connections to Routes 402, 500 or 501. If authorized by the Pierce Transit Board of Commissioners, this demonstration on-demand zone service would start on Monday, June 8, 2015.

#### Concept: FME On-Demand Zone Service

- A zone is established in the Fife, Milton, Edgewood communities where the zone service will operate.
- On-demand zone service operates by request only when a reservation is scheduled.
- On-demand zone service provides local connections and is a feeder service to Local Fixed Routes 402, 500, and 501.
- On-demand zone service operates weekdays from approximately 10am to 6pm.
- Reservations must be made at least 2 hours in advance of a requested trip.
- Trips made regularly can be set up as a "Standing Ride". Rides will happen regularly unless canceled in advance.
- Pierce Transit local and discounted bus fares are charged.

#### Public feedback sought

We want to hear what the community thinks about the proposed Fife-Milton-Edgewood tailored services.

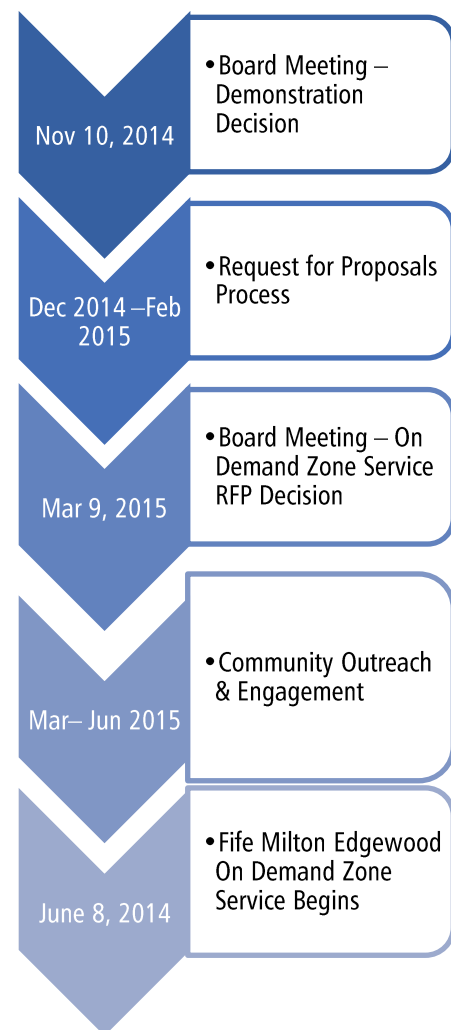
Contact: Tina Lee | Pierce Transit | Service Innovation Administrator

Phone: 253.589.6887

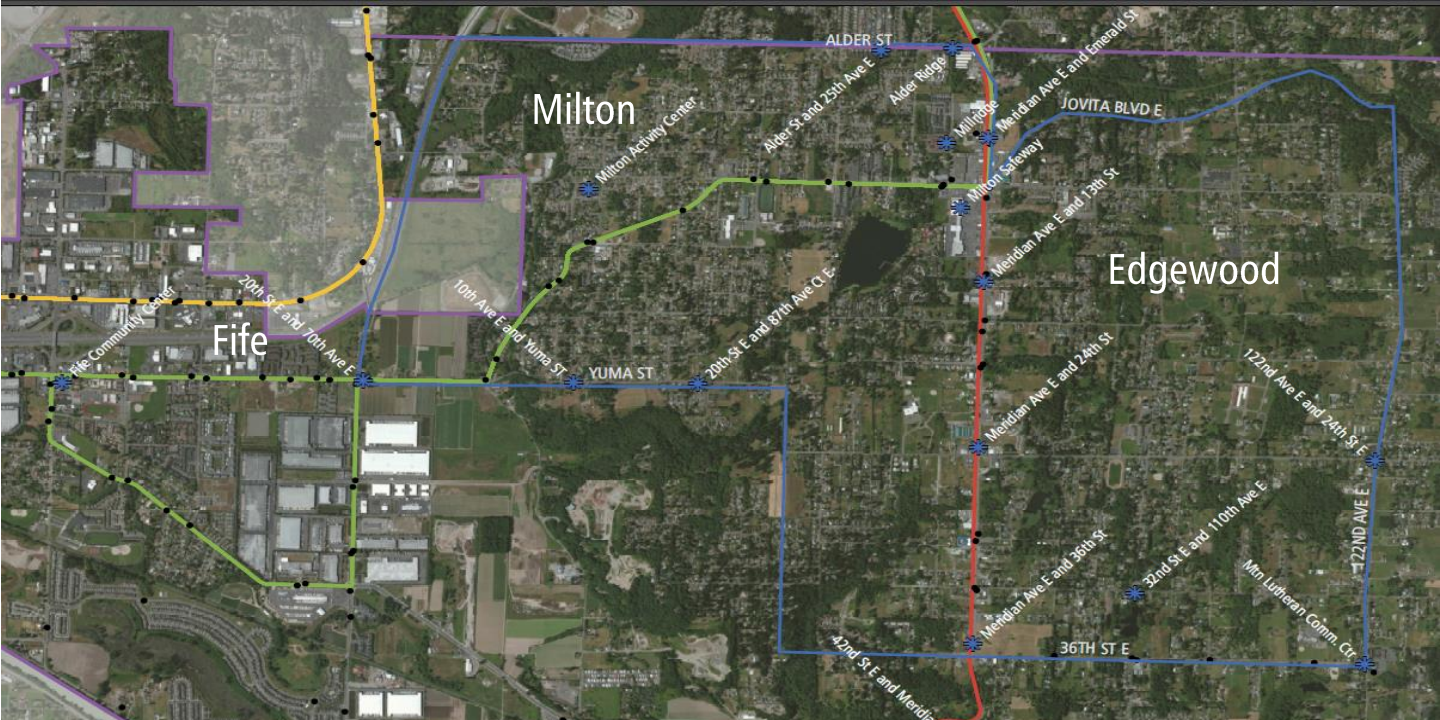
Email: [tlee@piercettransit.org](mailto:tlee@piercettransit.org)

Mail: Pierce Transit | P.O. Box 99070 | Lakewood, WA 98496-0070

#### Timeline







# Draft Proposed On-Demand Zone Area is in **Blue Boundary** —————

## Service Details

<b>Reservations</b>	<ul style="list-style-type: none"> <li>• Reservations can be made one to five days in advance by calling 253.581.XXXX.</li> <li>• You will be asked for your name and phone number in case we need to contact you.</li> <li>• Regular Pierce Transit local and discounted bus fares are charged.</li> <li>• Canceling less than 2 hours before your scheduled pick-up, or not showing up, will be considered a Missed Trip. Missed Trips impact others.</li> <li>• Customers with 3 Missed Trips may be denied service up to 30 days.</li> </ul>
<b>Same Day Requests</b>	<ul style="list-style-type: none"> <li>• Same day request are accepted after 9 am, but must be at least 2 hours in advance of your requested trip.</li> <li>• Space may be limited for same day requests.</li> </ul>
<b>Place a "Standing Ride" Request</b>	<ul style="list-style-type: none"> <li>• If you plan to make the same trip regularly, request a "Standing Ride" for a specific stop location.</li> <li>• Call Customer Service Line at 253.581.XXXX.</li> <li>• Ask for a "Standing Ride".</li> <li>• If your request is confirmed, you will be picked up regularly at the same time and stop location.</li> <li>• Cancellation in advance is required to avoid a Missed Trip.</li> </ul>

**Community Investment Team** This service is the result of a committed Community Investment Team who, in partnership with Pierce Transit, have developed the FME routes focused on improving bus service within the communities of Fife-Milton-Edgewood. The team continues to work together to monitor and improve services for the community.

City of Edgewood, City of Fife, City of Milton, Edgewood F.I.S.H. Food Bank, Puyallup Tribe of Indians, Mountain View Community Center, Radiance Homeowner's Association

# FME Community Connectors

## Exhibit C

Routes 503 & 504

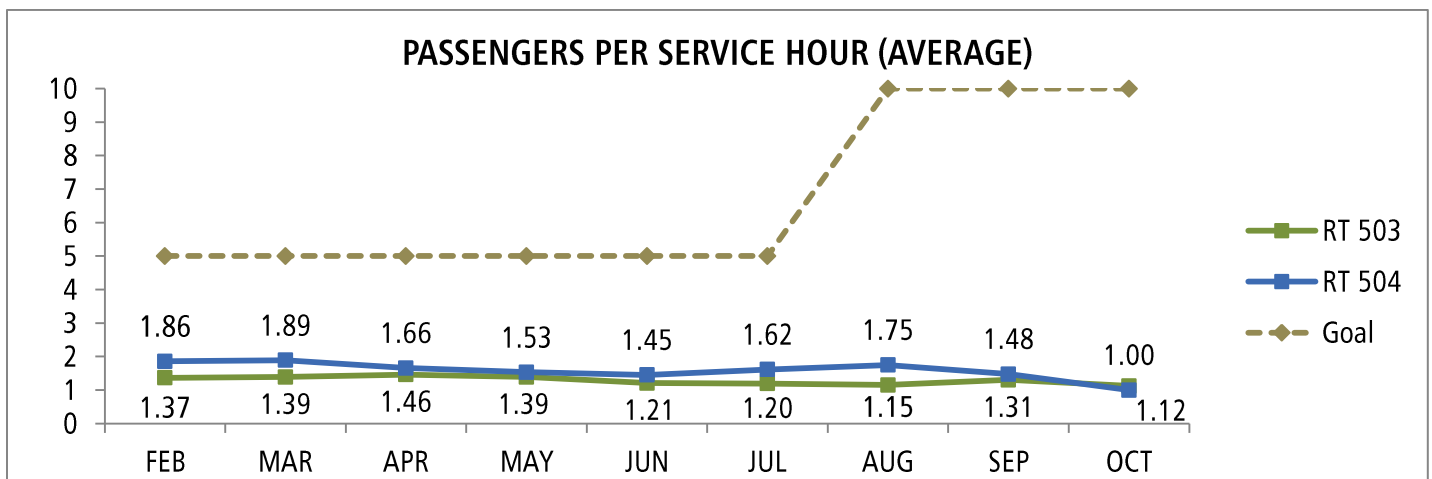
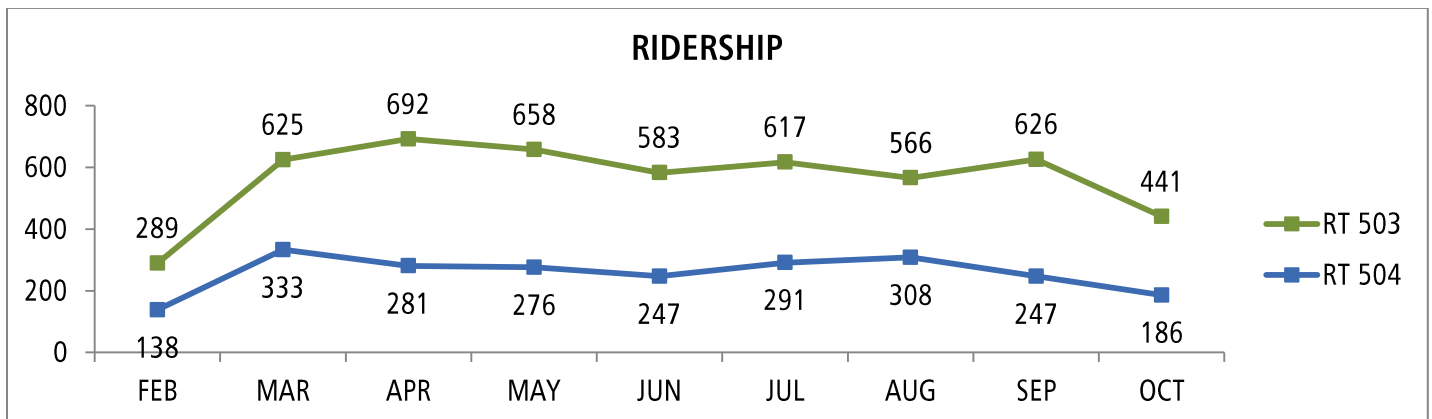


**PROJECT:** Fife – Milton – Edgewood Community Connectors

**DESCRIPTION:** Route 503, Fife to Puyallup Sounder Station Community Connector operates on weekdays, providing peak commuter service with trips timed to meet Sounder trains. Effective September 28, 2014, mid-day service was eliminated and one additional AM and PM train connection was added.

Route 504, Milton and Edgewood Community Connector is tailored for local community destinations. Effective September 28, 2014, Sunday service was eliminated and the loop was changed to two-way service. Also, frequency was reduced to every 80 minutes.

PERFORMANCE STANDARD	OBJECTIVE	GOAL	ACTUAL RT. 503 OCT	ACTUAL RT. 504 OCT
<b>Passengers per Service Hour (PSH)</b>	<i>Meet suburban route with marginal rating (10-15 PSH)</i>	10	1.12	1.0
<b>Cost Recovery</b>	<i>Increase cost recovery over demonstration</i>	6%	0.7%	0.6%
<b>Net Cost per Passenger</b>	<i>Decrease in net cost per passenger over demonstration</i>	\$13.53	\$127.21	\$143.09



	MO.	# OF DAYS IN SVC	RIDERSHIP	% CHANGE IN AVG DAILY RIDERSHIP	PASS/SVC HR	COST RECOVERY	NET COST/PASS
RT. 503	MAR	21	625	NA	1.39 •	.81% •	\$102.80 •
	*APR	22	692	6%	1.46 •	.86% •	\$97.66 •
	MAY	21	658	0%	1.39 •	.81% •	\$102.75 •
	*JUN	21	583	-11%	1.21 •	.71% •	\$118.40 •
	JUL	22	617	1%	1.20 •	.70% •	\$119.56 •
	AUG	21	566	-4%	1.15 •	.67% •	\$124.44 •
	*SEP	21	626	11%	1.31 •	.76% •	\$109.49 •
	OCT	23	441	-36%	1.12 •	.66% •	\$127.21 •
RT. 504	MAR	31	333	NA	1.89 •	1.11% •	\$75.28 •
	APR	30	281	-13%	1.66 •	.97% •	\$85.92 •
	MAY	31	276	-5%	1.53 •	.90% •	\$93.06 •
	JUN	30	247	-8%	1.45 •	.85% •	\$98.45 •
	JUL	31	291	14%	1.62 •	.95% •	\$88.22 •
	AUG	31	308	6%	1.75 •	1.02% •	\$81.46 •
	*SEP	29	247	-14%	1.48 •	.86% •	\$96.71 •
	OCT	27	186	-19%	1.00 •	.59% •	\$143.09 •

\*Service hours adjusted

• Meets goal • Does not meet goal

**COMMUNITY OUTREACH** – Communicating information about demonstration projects is key to their success. The following displays outreach efforts for this demonstration.

EVENT	DATE	CONTACTS (ESTIMATE)
Heather Hill's Breakfast	2/1	40
Kick-off	2/15	150
Mill Ridge Village – Senior ORCA Card/ST & Connector On-site	3/10	15
Fish Food Bank	4/24	100
Fife Family Car Show	6/29	50
Fife Farmer's Market	7/12	30
Edgewood Picnic	7/19	30-40
Milton Days	8/16 – 8/17	100
Back to School BBQ	8/23	50-75
Mill Ridge Village – Sept Service Change Overview	8/25	20
Mill Ridge Village – Senior ORCA Card Sign-up	9/15	10
Puyallup Station FME Brochure Distribution	9/24	100
Fife Harvest Festival *	10/4	300
Mill Ridge Village – Ride Along	10/13	10

\*Pierce Transit operated Fife Harvest Festival connection from offsite parking to the event using the FME vehicle as a promotional opportunity to build awareness of the route in the community. A-boards and rider information were available at boarding zones and on the vehicle. This one day had 206 boardings.



## FACT SHEET

**TITLE:** Authorizing Revision of the Non-Represented Employee Salary Structure and One Additional Personal Holiday for Non-Represented Employees

**DIVISION:** Administration

**ORIGINATOR:** Alberto Lara, Chief Administration Officer

**PRECEDING ACTION:** Resolution 13-036 Establishing a New Classification and Compensation System and a Rewards and Recognition Program for Non-Represented Employees.

**COORDINATING DEPARTMENT:** Human Resources

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed Salary Structure Effective December 1, 2014 and Effective May 1, 2015

---

### BUDGET INFORMATION

2014 Budget Amount  
\$53,379

Required Expenditure  
\$53,379

Impact  
0

**Explanation:** 2014 required expenditure is already incorporated in the 2014 Budget. The estimated impact in 2015 is approximately \$399,155 on an annualized basis. Pierce Transit's six-year financial plan remains sustainable after applying the requested expenditure to the non-represented employee salary bands and adding one Personal Holiday.

---

### BACKGROUND:

Prior to the onset of the Great Recession, Pierce Transit awarded cost of living increases to the non-represented employees of the Agency to keep pace with inflation. During the Great Recession, the Agency proactively engaged in cost-cutting measures to include: no cost of living adjustments from July 1, 2009 to the present date; freezing merit step increases for those eligible in 2011; and suspending contributions to employees' 457 plans for 14 months beginning on November 1, 2010.

In 2012, Pierce Transit hired a consultant to analyze the market and create a new classification and compensation system. The Board approved this new system in 2013, with 2014 identified as a transition period during which period employees would not receive merit step increases or any sort of cost of living adjustment. As provided for in the new classification and compensation system, additional compensation based on performance and achievement of identified goals will not be available until individual employee evaluations are conducted in 2015.

An analysis of governmental jurisdictions around Pierce Transit revealed that in the period between 2009 and 2014, the average wage growth was 5.73%. In addition, the CPI-U index issued by the Board of Labor Statistics for the Seattle-Bremerton area has gone up 8.45% since the end of 2009 through August of 2014. Pierce Transit's non-represented employees have not been granted a cost of living adjustment in that same period of time. In addition, during this period of time, depending on the family plan selected, non-represented employees have experienced an increase in their medical and dental insurance premiums of between 44.44% and 63.16% since 2010.

As the Agency recovers from the recession and returns to typical business operations, adjustments to the total compensation package of the non-represented employees are appropriate and needed. Pierce Transit seeks to remain an employer of choice and be able to attract and retain top talent.

Staff is proposing the following adjustments to the non-represented employee total compensation package as reflected on Exhibit A attached hereto:

- 1.5% Cost of Living Adjustment to the salary bands effective December 1, 2014;
- 2.0% Cost of Living Adjustment to the salary bands effective May 1, 2015; and
- An additional Personal Holiday (bringing the total to two days) effective immediately upon Board approval and continuing into subsequent years.

This proposal is limited to regular, full-time and part-time non-represented Pierce Transit employees and does not extend to individuals working under an employment agreement or contract. Those employees who were "redlined" in the Agency's recent compensation study as being compensated at a level at or above the maximum of their salary band will only be eligible for a COLA if they fall below the maximum of the band after the salary band has been adjusted. If not eligible for a cost of living adjustment they will still be eligible for the additional Personal Holiday.

#### ALTERNATIVES:

Make no adjustment to the non-represented employees' compensation package.

Keep the salary bands at current levels but grant one additional Personal Holiday per calendar year to non-represented employees.

Grant an alternate increase in non-represented employee's compensation package whether by additional salary increases, additional leave, additional benefits, or any combination thereof.

RECOMMENDATION:

Approve Resolution No. 14-061, authorizing revisions to non-represented employee salary structure as reflected in Exhibit A and approve revisions to the Pierce Transit Code, Section 6.1.1, by granting non-represented employees one additional Personal Holiday as reflected in Exhibit B..

## RESOLUTION NO. 14-061

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Revision of the Non-Represented  
2 Employee Salary Structure and One Additional Personal Holiday for Non-Represented Employees  
3

4 WHEREAS, by Resolution No. 13-036, adopted December 9, 2013, the Board of Commissioners  
5 established a new classification and compensation system for non-represented employees; and

6 WHEREAS; 2014 was identified as a transition year in which non-represented employees would  
7 receive no merit or step increases in their salaries while the Agency moved towards performance-based salary  
8 adjustments beginning in 2015;

9 WHEREAS, in addition to other cost-savings measures implemented by the Agency during the  
10 recession, the Agency has not granted a cost of living increase to its non-represented employees since July 1,  
11 2009;

12 WHEREAS, since the end of 2009, the inflation rate in Pierce County has increased by 8.45% as of  
13 August 2014;

14 WHEREAS, the Agency desires to remain an employer of choice, retain quality staff and improve  
15 employee morale; and

16 WHEREAS, the Personnel Manual, Section 6.0 – Benefits, 6.1 – Holidays, 6.1.1 provides that the  
17 Board of Commissioners has the authority to grant additional holidays by resolution.

18 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

19 Section 1. The Board of Commissioners hereby authorizes the revisions to the salary structure for  
20 non-represented employees, which are attached hereto as Exhibit A; and

21 Section 2. The Board of Commissioners authorizes a 1.5% adjustment to non-represented  
22 employee salary bands effective December 1, 2014.

23 Section 3. The Board of Commissioners authorizes a 2.0% adjustment to non-represented  
24 employee salary bands effective May 1, 2015.

25 Section 4. The Board of Commissioners hereby grants one additional Personal Holiday to non-  
26 represented employees for a total of two personal holidays per calendar year effective immediately and  
27 continuing into subsequent years. The Pierce Transit Code at Section 6.1.1 is hereby amended as reflected  
28 in Exhibit B hereto.

29 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
30 the 10th day of November, 2014.

PIERCE TRANSIT

---

Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

Deanne Jacobson, CMC  
Clerk of the Board

PIERCE TRANSIT  
NON-REPRESENTED EMPLOYEE  
PROPOSED SALARY STRUCTURE

Effective December 1, 2014 - 1.5% Increase

Grade	Min	Mid	Max
A11	\$ 32,893	\$ 38,649	\$ 44,405
A12	\$ 35,689	\$ 41,934	\$ 48,179
A13	\$ 38,722	\$ 45,498	\$ 52,275
B21	\$ 42,013	\$ 49,366	\$ 56,718
B22	\$ 45,585	\$ 53,562	\$ 61,539
B23	\$ 49,459	\$ 58,115	\$ 66,770
B31	\$ 53,663	\$ 63,054	\$ 72,445
C41	\$ 55,848	\$ 68,414	\$ 80,980
C42	\$ 59,757	\$ 73,203	\$ 86,648
C43	\$ 63,941	\$ 78,327	\$ 92,714
C44	\$ 68,416	\$ 83,810	\$ 99,204
C51	\$ 73,205	\$ 89,677	\$ 106,148
D61	\$ 78,916	\$ 98,644	\$ 118,373
D62	\$ 86,807	\$ 108,509	\$ 130,211
D63	\$ 95,488	\$ 119,360	\$ 143,232
D64	\$ 105,037	\$ 131,296	\$ 157,555
E81	\$ 115,540	\$ 144,425	\$ 173,310
E82	\$ 127,094	\$ 158,868	\$ 190,641
E83	\$ 139,804	\$ 174,755	\$ 209,705
Market Premium for Info Technology			
Grade	Min	Mid	Max
B22IT	\$ 52,422	\$ 61,596	\$ 70,770
B23IT	\$ 56,878	\$ 66,832	\$ 76,785
C41IT	\$ 64,225	\$ 78,676	\$ 93,127
C42IT	\$ 68,721	\$ 84,183	\$ 99,646
C43IT	\$ 73,532	\$ 90,076	\$ 106,621
C44IT	\$ 78,679	\$ 96,382	\$ 114,084
C51IT	\$ 84,186	\$ 103,128	\$ 122,070
D61IT	\$ 90,753	\$ 113,441	\$ 136,130
D63IT	\$ 109,811	\$ 137,264	\$ 164,716

Effective May 1, 2015 - 2% Increase

Grade	Min	Mid	Max
A11	\$ 33,550	\$ 39,422	\$ 45,293
A12	\$ 36,402	\$ 42,773	\$ 49,143
A13	\$ 39,496	\$ 46,408	\$ 53,320
B21	\$ 42,854	\$ 50,353	\$ 57,852
B22	\$ 46,496	\$ 54,633	\$ 62,770
B23	\$ 50,448	\$ 59,277	\$ 68,105
B31	\$ 54,737	\$ 64,315	\$ 73,894
C41	\$ 56,965	\$ 69,782	\$ 82,599
C42	\$ 60,953	\$ 74,667	\$ 88,381
C43	\$ 65,219	\$ 79,894	\$ 94,568
C44	\$ 69,785	\$ 85,486	\$ 101,188
C51	\$ 74,670	\$ 91,470	\$ 108,271
D61	\$ 80,494	\$ 100,617	\$ 120,741
D62	\$ 88,543	\$ 110,679	\$ 132,815
D63	\$ 97,398	\$ 121,747	\$ 146,096
D64	\$ 107,137	\$ 133,922	\$ 160,706
E81	\$ 117,851	\$ 147,314	\$ 176,777
E82	\$ 129,636	\$ 162,045	\$ 194,454
E83	\$ 142,600	\$ 178,250	\$ 213,900
Market Premium for Info Technology			
Grade	Min	Mid	Max
B22IT	\$ 53,471	\$ 62,828	\$ 72,185
B23IT	\$ 58,016	\$ 68,168	\$ 78,321
C41IT	\$ 65,510	\$ 80,250	\$ 94,989
C42IT	\$ 70,096	\$ 85,867	\$ 101,639
C43IT	\$ 75,002	\$ 91,878	\$ 108,753
C44IT	\$ 80,252	\$ 98,309	\$ 116,366
C51IT	\$ 85,870	\$ 105,191	\$ 124,512
D61IT	\$ 92,568	\$ 115,710	\$ 138,852
D63IT	\$ 112,007	\$ 140,009	\$ 168,011

## Section 6.0 - Benefits

### 6.1 Holidays

- 6.1.1 The following are holidays for all regular and probationary employees of the Agency, except for Relief Transit Operators who are not eligible for holiday pay:

New Year's Day (January 1st)  
 Martin Luther King, Jr.'s Birthday (3rd Monday in January)  
 Presidents' Day (3rd Monday of February)  
 Memorial Day (Last Monday of May)  
 Independence Day (July 4th)  
 Labor Day (1st Monday of September)  
 Veteran's Day (November 11th)  
 Thanksgiving Day (4th Thursday of November)  
 The day immediately following Thanksgiving Day  
 Christmas Day (December 25th)

Employees as specified above, except Public Safety Officers, shall have ~~one~~two (2) paid personal holidays per calendar year, for which time off shall be mandatory; this day to be mutually agreed to by both employee and employer. To be eligible for ~~these~~these holidays, employees must have been or are scheduled to be continuously employed by the Agency for more than four months as a regular or probationary employee during the calendar year of entitlement.

In addition, employees as specified above shall be granted such additional holidays as may be determined by the Board from time to time by resolution.

- 6.1.2 Non-represented employees are ineligible for holiday pay during unpaid leaves of absence extending 30 days or longer.
- 6.1.3 Represented employees shall receive pay for the holiday provided the employee is in a paid status on both the regular scheduled work day immediately preceding the holiday and the regular scheduled work day immediately following the holiday. The provisions of this section shall not apply to regular Transit Operators or employees on unpaid union leave under the following conditions:
- A. The request for leave without pay is submitted by the Transit Operator not less than twenty-four (24) hours nor more than sixty (60) calendar days prior to the holiday.
  - B. Approval is at the employer's discretion and must be granted prior to the effective date of the leave of absence without pay.

C. The employee is not on sick leave without pay or any other extended leave without pay of greater than ten (10) consecutive working days' duration.

6.1.4 Holidays Falling on Saturday and Sunday When one of the holidays listed in Section 6.1.1 falls on a Saturday, the day preceding will be observed as a holiday with pay, and when one of the holidays listed in Section 6.1.1 falls on a Sunday, the next day following will be observed as a holiday with pay.

6.1.5 Illness When Scheduled to Work on a Holiday Employees otherwise eligible for holiday pay who are scheduled to work on a holiday and unable to work because of illness or injury, shall be paid only holiday pay.

6.1.6 Holiday pay will normally be eight hours. For represented and non-represented part-time employees, holiday pay shall equal the average number of daily hours worked in the previous pay period, not to exceed eight hours.

## 6.2 Vacation Leave

### 6.2.1 Rate of Accrual of Vacation Leave

A. Regular or probationary full-time represented employees shall accrue vacation leave for each biweekly pay period in accordance with the schedules set forth, provided that they have been in a paid status a minimum of fifty-six (56) hours. This requirement shall not apply to employees on union leave status or the Union's Business Representative. Part-time employees shall accrue vacation leave for each eighty (80) hours in which they have been in a paid status. Eligible employees who are on a leave of absence for active duty training or for inductive purposes with the Armed Forces of the United States shall accrue vacation.

Represented employees shall accrue vacation leave by reason of tenure. Increases in the accrual rate shall begin in January of the year in which periods of aggregate service are completed according to the schedule below:

- 1) At hire through December 31 in which year 4 is completed: 3.6924 hours each pay period
- 2) On January 1 of the year in which year 5 is completed: 4.6154 hours each pay period
- 3) On January 1 of the year in which year 9 is completed: 5.2308 hours



each pay period

- 4) On January 1 of the year in which year 14 is completed: 6.1539 hours each pay period
- 5) On January 1 of the year in which years 19 through 28 are completed: For each of these years an additional 0.3077 hour will be accrued per pay period.

B. Non-represented employees shall accrue vacation leave by reason of tenure. Increases in the accrual rate shall begin in January of the year in which periods of aggregate service are completed according to the following schedule:

- 1) At hire through December 31 in which year 4 is completed: 4 hours each pay period (13 days per year)
- 2) On January 1 of the year in which year 5 is completed: 4.9231 hour each pay period (16 days per year)
- 3) On January 1 of the year in which year 9 is completed: 5.5385 hours each pay period (18 days per year)
- 4) On January 1 of the year in which year 14 is completed: 6.4616 hours each pay period (21 days per year)
- 5) On January 1 of the year in which years 19 through 28 are completed: For each of these years an additional 0.3077 hour will be accrued each pay period (1 additional day per year)

Non-represented part-time employees shall accrue a pro-rated portion of the above schedule.

C. Vacation accrual balances shall not exceed an amount equal to 2 years' accrual. A waiver may be requested in the event an employee is unable to use vacation prior to exceeding the 2-year limitation due to critical workload demands or a continued illness due to a job related disability. A written request must be submitted to the Vice President, Human Resources & Labor Relations or delegate, for such unused days to accumulate until vacation can be scheduled or the employee returns to work or is separated. Vacation in excess of 2 years' accrual, if not taken within 180 calendar days after the employee returns to work, shall be forfeited.

D. Upon completion of probation all Relief Transit Operators will be eligible for five paid annual vacation leave days (40 hours) to be used

within 12 calendar months.

#### 6.2.2 Permissible Use of Vacation Accruals with Pay

- A. Vacation leave may not be taken without the prior approval of the hiring authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the Agency and, as far as practicable, the preferences of the employees.
- B. If vacation leave is to be used during a leave of absence in conjunction with leave-without-pay, the vacation leave shall be used first. No additional vacation leave shall be used once the leave-without-pay begins. This provision does not apply to Transit Operators who are required to sign for vacation leave in the preceding year.
- C. An employee may voluntarily donate vacation leave to another employee who has five days or less of leave available for use for a catastrophic illness of the employee or employee's dependent, the employee's pregnancy medical disability period or a catastrophic event of the employee. The employee shall submit a written request to the Vice President, Human Resources & Labor Relations or delegate stating the number of vacation leave hours the employee desires to donate, the name of the employee to whom the hours are to be transferred, and the effective date of the donation.
  - 1) The employee desiring to donate vacation leave must have the donated hours accrued at the time of the donation. Vacation leave may be donated only in full hourly increments. Vacation leave may not be donated in the same pay period in which it is earned.
  - 2) Approval for the donation must be obtained from the supervisor of the recipient prior to the transfer of the vacation leave. Approval is at the sole discretion of the recipient's supervisor.
  - 3) Donated vacation leave is available for use at the time the donation is received, and will be paid at the recipient's hourly rate.

Human Resources will review and approve each request for solicitation of donations on a case-by-case basis. Medical documentation may be required in order to validate the catastrophic, extraordinary or serious nature of the illness. Other factors, such as the length of the leave of absence, may be considered in determining qualification for coverage under this policy.

#### 6.2.3 Payment for Vacation

- A. An employee, when leaving the Agency, shall be compensated for vacation leave earned and accrued to the date of separation. New employees who separate during their six-month probationary period shall not be entitled to compensation.
- B. An employee who has served in higher or lower positions on temporary appointments shall be paid for vacation leave at the rate of pay appropriate to the classification in which the employee worked the majority of the time in the previous six-month period.
- C. Payment for vacation immediately prior to leaving on an authorized vacation may be made at the request of the employee, provided the request is made at least ten (10) days prior to the vacation period and the authorized vacation is for not less than ten working days. After such payment, the employee must take vacation for the entire period for which payment was made.
- D. In November of each year, non-represented employees may sell back their vacation under the following conditions:
  - 1) No more than 80 hours of vacation may be sold in any calendar year.
  - 2) After payment, at least 80 hours of vacation must remain in the employee's accrual bank.
  - 3) The employee must complete the appropriate form and submit it to their manager for approval.
  - 4) Approval requests must be turned in to the Accounting Department no later than November 30 of each year. Payment will be issued no later than December 31 of that year.
  - 5) Requests cannot be revoked once the Accounting Department has received the approved form.
- E. For policy regarding vacation buy-back as related to represented employees, refer to the Master Labor Agreement.

### 6.3 Sick Leave, With and Without Pay

#### 6.3.1 Eligibility for Sick Leave

The following provisions, unless otherwise specified, apply to all regular or probationary employees:

Accrual. Regular or probationary employees shall accrue sick leave at the rate of 3.6924 hours for each biweekly pay period provided that bargaining employees must have a minimum of fifty-six (56) hours in a paid status. This provision shall not apply to the Union's Business Representative and employees on union leave status. Eligible employees who are on a leave of absence for active duty training with the Armed Forces of the United States shall accrue sick leave.

- A. Sick leave earned shall be credited to an employee's accruals after the completion of each biweekly pay period and may not be used in the pay period earned.
- B. The provisions of this section shall not apply to Relief Transit Operators except that Relief Transit Operators shall start accruing sick leave at a rate of .046175 hours per hour worked upon completion of their sixth month of employment. Sick leave paid to Relief Transit Operators will be based on the average number of daily hours worked in the last pay period, but not less than four hours.
- C. Part-time employees, except Relief Transit Operators, shall accrue sick leave at the rate of 3.6924 hours for each eighty (80) hours in which they are in a paid status.

#### 6.3.2 Permissible Use of Paid Sick Leave

- A. Injury or illness of the employee to such extent as to constitute a hazard to the safety or health of themselves or other employees.
- B. Medical or dental care for the employee.
- C. Quarantine of the employee by a public health official due to exposure to contagious disease.
- D. On-the-job injuries during the first three days if not eligible for Workers' Compensation and as a supplement to Workers' Compensation at the rate of one-half day of sick leave per day of absence after the 60-day supplementary on-the-job injury benefits.
- E. Death of the spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of employee or relatives of the spouse of the employee in the same categories of relationship, subject to the requirements of subsection 6.3.3-C, 6 hereinafter set forth.
- F. Serious injury or illness to those relatives dependent upon the employee, constituting an emergency or crisis, subject to the requirements of subsection 6.3.3-C, 6 hereinafter set forth.

- G. Pre-induction physical for service in the Armed Forces of the United States.
- H. Illness or disability due to pregnancy or related conditions.
- I. For any health reason sufficient to serve as a qualifying condition for Family Medical Leave.

6.3.3 Requirements for all Paid Sick Leave

- A. For represented and non-represented employees the sick leave balance may be frozen at the employee's request, before leave without pay is taken. If so elected, no sick leave may be used for the duration of the leave.
- B. For represented employees, requirements for all paid sick leave are outlined in the Master Labor Agreement.
- C. Requirements for all paid sick leave for non-represented employees are set forth below.
  - 1) Employees must report to the designated representative of the hiring authority the reason for an absence prior to the beginning of the scheduled workday or such earlier time as required by the hiring authority.
  - 2) An employee must keep the hiring authority informed of their condition if an absence is of more than four (4) working days in duration.
  - 3) Employees must permit home visits or medical examinations at the expense and convenience of the Employer.
  - 4) Sick leave shall be granted to an employee for a health condition suffered by a child under 18 years of age which requires treatment or supervision. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required, if requested.
  - 5) Sick leave shall be granted to an employee for a serious health condition or emergency condition suffered by a spouse, parent, parent-in-law or grandparent. The terms and conditions of this provision are outlined under the Washington State Family Care Act. Upon approval of the hiring authority a maximum of five (5) days of sick leave may be granted for a serious illness or injury suffered by a

relative (other than those already described) who is dependent upon the employee. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required, if requested by the hiring authority.

- 6) In addition to the bereavement leave outlined in another section, sick leave may be granted upon the death of a relative of an employee. Upon approval by the hiring authority, sick leave may be granted for the death of spouse, father, mother, foster parent, brother or sister, child or foster child, grandparents or grandchildren, son-in-law, or daughter-in-law of the employee or spouse of the employee.

#### 6.3.4 Payment for Sick Leave

An employee who has served in higher or lower positions on temporary appointments shall be paid for sick leave at the rate of pay appropriate to the classification in which the employee worked the majority of the time in the previous six-month period.

Employees shall accrue sick leave according to the provisions of this section, provided that any employee who leaves the Agency during the first six months of employment shall not be compensated for any accrued sick leave.

#### 6.3.5 Enforcement of Sick Leave Provisions

- A. Misrepresentation of any material facts in connection with paid sick leave by any employee shall constitute grounds for suspension or discharge.
- B. It shall be the responsibility of the hiring authority or designated representative to:
  - 1) Review all applications for sick leave and approve those which are bona fide and comply with the provisions of this section and forward same to the Vice President, Human Resources & Labor Relations or delegate. The Vice President, Human Resources & Labor Relations or delegate shall not certify the payment of sick leave until such approved applications have been received. Employees still absent at the end of a pay period may be certified for payment of sick leave by the Finance Manager upon recommendation of the hiring authority by signing the payroll, subject to the receipt of an approved application for sick leave pay immediately upon the employee's return to work.
  - 2) Investigate any suspected abuse of sick leave.

- 3) Withhold approval of sick leave pay in the event of unauthorized use.
- 4) Initiate disciplinary action if, as a result of investigation, it is determined that an employee has been guilty of willful misrepresentation in a request for sick leave pay.

6.3.6 Incentive Payments for Non-use of Sick leave Accruals

- A. When an employee dies or separates from the Agency either because of any regular or disability retirement, the employee or the employee's estate will receive payment for 50% of the balance of the employee's sick leave accruals.
- B. A regular employee separated in good standing from the Agency for any reason other than death or retirement shall be compensated to the extent of 20% of their sick leave accruals up to a maximum accrual of 120 days.
- C. An employee separated from the Agency due to layoff may, if reinstated within a two-year period, have sick leave accrual restored upon repayment to the Agency of the 20% payment as herein provided.

6.3.7 Sick Leave Without Pay

- A. A probationary or regular employee may be granted a leave of absence without pay by a hiring authority for the entire period of disability because of sickness or injury. The duration of such leave is subject to the limitations as outlined in the Pierce Transit Redeployment Program. The hiring authority or the Vice President, Human Resources & Labor Relations or delegate may, from time to time, require that the employee submit a certificate from the attending physician or from a designated physician. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of regular duties, the hiring authority, with the approval of the Vice President, Human Resources & Labor Relations, may cancel such sick leave and require the employee to report for duty on a specified date.
- B. Exempt or non-exempt employees who are absent due to illness and who have insufficient sick leave to cover the period of absence will be charged with sick leave without pay. Exempt employees who have insufficient sick leave accrued will be paid through the end of that workday for which they had accrued sick leave.

6.3.8 Donation of Sick Leave

- A. An employee may voluntarily donate a portion of Pierce Transit accrued sick leave to another employee only if the following conditions are met:
  - 1. A donating employee may donate to more than one recipient; however, that employee must have a minimum of 110 hours of sick leave in their accrual balance at the time of donation, and the employee's donations may not total more than 16 hours in a calendar year.
  - 2. Donation of sick leave will be approved for employees who have a catastrophic, extraordinary or serious illness or impairment, which has caused their sick leave balance to be exhausted. Employees must draw down their own vacation leave balance to no more than five days prior to using donated time. Donations may also be solicited for employees with ill relatives who qualify under the sick leave guidelines as outlined in Section 6.3 of the Personnel Manual.
  - 3. Sick leave may be donated only in full hour increments and will be converted from the value of the donator's hourly rate and paid at the recipient's hourly rate.
  - 4. Sick leave donations will be approved by Human Resources and will be used in the order received. All unused donated sick leave will be returned to the donating employee's accrual balance and may not be carried over by the recipient.
- B. Human Resources will review and approve each request for solicitation of donations on a case-by-case basis. Medical documentation may be required in order to validate the catastrophic, extraordinary, or serious nature of the illness. Other factors, such as the length of the leave of absence, may be considered in determining qualification for coverage under this policy.
- C. An employee who wishes to donate shall submit a written request to the Vice President, Human Resources & Labor Relations stating the number of sick leave hours being donated, the intended recipient and the effective date of the donation. Forms are available in the Human Resources Department.

6.4 Leave With Pay - Military, Jury Duty, and Bereavement

- 6.4.1 Military Leave - every employee of the Agency who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States, shall be entitled to and shall be granted military leave of absence from such employment not to exceed fifteen (15)



work days during each twelve (12) month period from October 1 through September 30. Such leave shall be granted in order that the person may take part in active duty training in such manner and at such time as the employee may be ordered to active duty training. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive normal pay from the Agency. Appropriate adjustments will be made to employees on alternative work schedules to be equivalent to fifteen (15) days.

- A. Where the number of days of active duty training exceeds fifteen (15) calendar days, the period granted as leave with pay will in each case be the first fifteen (15) calendar days of such active duty training period. The additional time needed for completion of active duty training and for travel time must be accounted for as vacation time or leave without pay to the extent that it is allowed by the hiring authority.
  - B. Upon receipt of written orders for active duty training, the employee must immediately submit a copy of such orders with a written request for a leave of absence to the hiring authority. The employee's request for leave of absence and a copy of the training orders will then be forwarded to the Vice President, Human Resources & Labor Relations or delegate. The employee, upon return to employment, must submit to the hiring authority a certified copy of the training orders showing the date the employee reported for, and the date of release from, active duty training. The employee's normal regular salary shall continue during the approved period of absence subject to receipt of this certified copy.
  - C. An employee who has been in a position on temporary appointment shall be paid at the rate of pay earned for the majority of the time in the six-month period proceeding the effective date of the leave of absence.
  - D. Employees who are ordered to report for active military duty during times of national emergency or military action are eligible to receive leave donations from other employees to supplement their military pay. Details of the administration of this shared leave program may be obtained in Human Resources.
- 6.4.2 Jury Duty - a regular employee of the Agency shall be granted leave of absence with normal regular pay if called for jury duty. Any compensation derived from such jury duty shall be deducted from the gross pay due the employee for that period.
- 6.4.3 Bereavement Leave - non-represented employees are entitled to up to three (3) days of paid bereavement leave for the death of a spouse, father, mother,

foster parent, brother, sister, child, foster child, grandparent, or grandchild of employee or the same relatives of the spouse of the employee.

6.5 Leave of Absence Without Pay

- 6.5.1 The hiring authority, with the approval of the Vice President, Human Resources & Labor Relations or delegate, may grant a regular or probationary employee leave of absence without pay not to exceed one year, where granting such leave best serves the interests of the Agency. Leave without pay will be reported in hourly increments for non-exempt employees. No such leave shall be granted except upon written request of the employee submitted in advance stating the reasons therefore and time-inclusive dates of such leave.
- 6.5.2 The employee shall inform the hiring authority, in writing, of the employee's intent to return to work, at least ten (10) days prior to the expiration of the leave of absence. Failure on the part of the employee to report intent to return within the above time limit may be regarded as a voluntary resignation. Upon expiration of such regularly approved leave, the employee shall report for work in the position held at the time leave was granted. Failure on the part of the employee to report for duty at the expiration of such leave shall be regarded as a voluntary resignation.
- 6.5.3 The hiring authority, with the approval of the Vice President, Human Resources & Labor Relations or delegate, may grant leave of absence without pay to a regular or probationary employee to enable the employee to serve as a representative with a labor or employee organization, provided that the majority membership of such organization consists of employees of the Agency. A request for leave without pay by an employee in order to accept other employment shall be considered as insufficient reason for approval of such request.
- 6.5.4 The hiring authority, with the approval of the Vice President, Human Resources & Labor Relations or delegate, shall grant leave of absence without pay to regular or probationary employees for the purpose of service in the Armed Forces, provided that request for such leave shall be in writing and accompanied with a validated copy of military orders directing the employee into active service with the Armed Forces of the United States.
- 6.5.5 Upon request from the employee, the hiring authority, with the approval of the Vice President, Human Resources & Labor Relations, may grant leave in accordance with the provisions of the federal Family and Medical Leave Act (FMLA) and related state laws. Please refer to Pierce Transit's FMLA policy for additional information.
- 6.5.6 In accordance with the FMLA, eligible employees will be granted such leave

up to twelve (12) weeks within a rolling 12-month period for any one or more of the following reasons:

- A. The birth of a child and in order to care for such 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 with the employee).
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition.
- C. The employee's own serious health condition that makes the employee unable to perform the functions of their position.

6.5.7 Leaves of absence without pay, except for those covered under the FMLA, of thirty (30) calendar days or longer will be subtracted from aggregate service.

#### 6.6 Cancellation of Leave of Absence

6.6.1 All leaves of absence, except FMLA, shall be subject to the condition that the hiring authority may cancel the leave at any time upon prior written notice to the employee and the Vice President, Human Resources & Labor Relations or delegate specifying a reasonable date of termination of the leave.

6.6.2 The Vice President, Human Resources & Labor Relations or delegate, upon prior notice to the employee and the hiring authority, may cancel an approved leave of absence at any time it is discovered that the employee is using the leave for purposes other than those specified at the time of approval.

#### 6.7 Temporary Employees

Temporary or contract employees are not entitled to benefits except for those guaranteed by state or federal law, or as otherwise granted at the Agency's discretion.

#### 6.8 Redeployment Program

Pierce Transit will make every effort to accommodate a request for a modified or light duty assignment from an employee who becomes ill or injured and as a result, is unable to perform their regular job duties. When it becomes apparent that an employee will be medically unable to return to his/her previous position, vacant jobs for which he/she has the necessary qualifications, skills, and abilities to perform the

essential functions will be examined for possible employment.

The employee is provided a period of up to twelve (12) months from the beginning of an absence to work with the Agency in actively reviewing options available for return to work. If after twelve (12) months an employee continues to be unable to do his/her original job, has not been able to secure other employment within the Agency or cannot be reasonably accommodated, the employee may be terminated.

Please refer to the Redeployment Program document for additional information. Copies are available in the Human Resources Department.