

Virtual Meeting Participation Information:

Due to the COVID-19 Pandemic, a physical meeting location will not be provided for this meeting. The public is welcome to attend the meeting by calling 1-253-215-8782 or 1-669-900-6833 and entering Meeting ID No. 87968588182, or by accessing <https://us02web.zoom.us/j/87968588182>

Call to Order

Roll Call

Public Comment:

Citizens wishing to provide comment will be given up to three minutes to comment on any transit-related matters regardless of whether it is an agenda item or not. The Chair, at his or her discretion, may reduce the comment time to allow sufficient time for the Board to conduct business.

*To request to speak during public comment, please press the Raise Hand button near the bottom of your Zoom window or press *9 on your phone. Your name or the last four digits of your phone number will be called out when it is your turn to speak.*

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 1, 2021 – November 30, 2021
2. Approval of Minutes: November 8, 2021, Regular Board Meeting; November 19, 2021 Special Board Meeting
3. FS 2021-066, Adopting the 2022 Federal and State Legislative Priorities
4. FS 2021-067, Authority to Execute a Vehicle Use Agreement, Contract No. 1282, to Allow West Pierce Fire and Rescue to Utilize a 15-passenger Van to Transport Fire Academy Recruits, Trainers and Firefighters to Various Training Sites from December 15, 2021 Through July 1, 2022
5. FS 2021-068, Authority to Execute a Contract with PC Specialists, Inc., dba Technology Integration Group (TIG) (Contract No. 1341) to Purchase 147 CradlePoint Routers with a Six-Year NetCloud Mobile Performance Essentials Plan

6. FS 2021-069, Authorizing the Chief Executive Officer to Accept the Special Needs Consolidated Grant awarded by WSDOT to Expand Microtransit Services in the Spanaway-Midland-Parkland Areas

Action Agenda

1. FS 2021-070, Adoption of Annual Budget for Fiscal Year 2022
Brett Freshwaters
Executive Director of Finance
2. FS 2021-075, Authorizing the Terms and Conditions of the Collective Bargaining Agreement (CBA) with the Amalgamated Transit Union, Local 758, for the Period of January 1, 2021 through December 31, 2023
Amy Cleveland
Executive Director of Administration
3. FS 2021-071, Authorize the Chief Executive Officer to Execute a New Interlocal Agreement No. 1298 with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services from January 1, 2022 Through December 31, 2022
Mike Griffus
Chief Executive Officer
4. FS 2021-072, Authority to Increase Contract Spending Authority Amount with Top2Bottom Janitorial Services (Contract No. 1145) for Bus Sanitation Services at Pierce Transit's Lakewood Bus Lot Due to COVID-19
Adam Davis
Executive Director of Maintenance
5. FS 2021-073, Authorize the Chief Executive Officer to Increase the Authorized Total Contract not to Exceed Amount by \$100,000 with WSDOT, Contract No. JC 1446, for Project Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project for a New Authorized Total Contract not to Exceed Amount of \$300,000
Sean Robertson
Senior Project Planner
6. FS 2021-074, Authorize the Chief Executive Officer to Increase the Contract Authority not to Exceed Amount by \$100,000 with the City of Tacoma, Contract No. 1102, for Plan Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project for a New Authorized Total Contract not to Exceed Amount of \$300,000
Sean Robertson
Senior Project Manager

Special Business

- | | |
|--|----------------|
| 1. Honoring Commissioner Woodards for Serving as
Chair of the Pierce Transit Board from July 2019 to
June 2021 | Chair Campbell |
| 2. Honoring Commissioner Beale for his Service on the
Pierce Transit Board | Chair Campbell |

Staff Updates

- | | |
|-----------------------------|---|
| 1. CEO's Report | Mike Griffus
Chief Executive Officer |
| 2. Bus Rapid Transit Update | Mike Griffus
Chief Executive Officer |

Informational Board Items

- | | |
|---|--------------------|
| 1. Chair Report | Chair Campbell |
| 2. Sound Transit Update | Commissioner Keel |
| 3. Puget Sound Regional Council Transportation Policy
Board Update | Commissioner Mello |
| 4. Commissioners' Comments | |

Executive Session

Adjournment

American Disability Act (ADA) accommodations are available with a 72-hour notice. Please contact the Clerk's office at 253-581-8066 for special accommodations.



Consent Agenda

PIERCE TRANSIT
Board Payments Over \$50,000
Payments From: Nov 1, 2021 to Nov 30, 2021
Cash and Investment Balance: 161,584,307.04

Payment Numbers CK 00377217 through CK 00377369
Wire Numbers EFT 00008956 through EFT 00009176
No Advance Travel Checks
Total \$6,979,854.00
Payments in Excess of \$50,000 are as follows:

Operating Fund

	Check	Vendor	Item/Service	Amount
EFT	00008960	ASSOCIATED PETROLEUM	DIESEL FUEL	57,874.41
EFT	00008994	SOUND TRANSIT	FAREBOX REVENUE 10/21	61,143.77
EFT	00009006	GREAT WEST RETIREMENT	DEF COMP CEO PP22 2021	56,888.24
EFT	00009007	ICMA RETIREMENT	DEF COMP PP22 2021	157,807.48
EFT	00009014	ASSOCIATED PETROLEUM	DIESEL FUEL	104,450.94
EFT	00009061	ASSOCIATED PETROLEUM	DIESEL FUEL	212,573.72
EFT	00009073	GILLIG LLC	MISC INVENTORY BUS PARTS	54,616.68
EFT	00009118	AWC EMPLOYEE BENEFIT TRUST	ER BGLI CREDIT 11/21	1,112,154.09
EFT	00009119	GREAT WEST RETIREMENT	DEF COMP CEO PP23 2021	57,393.78
EFT	00009120	ICMA RETIREMENT	DEF COMP LOAN PP23 2021	158,510.17
EFT	00009124	US BANK CORPORATE PAYMENT SYST	MISC BUSINESS EXPENSES	65,044.67
EFT	00009172	UNITED ENERGY TRADING LLC	CNG USAGE 10/21	53,255.41
Payments for Fund 1 Total				<u>\$2,151,713.36</u>

Self Insurance Fund

	Check	Vendor	Item/Service	Amount
Payments for Fund 4 Total				<u>\$0.00</u>

Capital Fund

	Check	Vendor	Item/Service	Amount
CHK	00377252	PEASE & SONS INC	ARCH SVC B4 MOD 09/21	187,862.76
CHK	00377267	WESTWATER CONSTRUCTION	ALL OTHER WORK SHMTC 09/21	351,566.12
EFT	00008989	PARAMETRIX ENGINEERING	ADV SV GCCM BMP 08/29-10/02/2	69,738.48
EFT	00009056	ABSHER CONSTRUCTION COMPANY	ADJUST STORM MOBI 09/21	1,416,938.00
EFT	00009124	US BANK CORPORATE PAYMENT SYST	SAMSUNG TABLETS FOR CAD PF	6,822.59
EFT	00009140	GRANITE CONSTRUCTION COMPANY	ADV SVC GCCM BRT 09/21	52,733.02
EFT	00009143	HUITT-ZOLLARS INC.	CIVIL WRK MOBI FUEL/WASH 10/	133,912.82
EFT	00009176	WSP USA, INC.	DESIGN BRT 09/21	963,549.77

Payments for Fund 9 Total

				<u>\$3,183,123.56</u>
Total Payments in Excess of \$50,000.00				<u>\$5,334,836.92</u>

Pierce Transit
Payment Certification for Nov 30, 2021
Payments Nov 1, 2021 to Nov 30, 2021
Payment Numbers CK 00377217 through CK 00377369
Wire Numbers EFT 00008956 through EFT 00009176
No Advance Travel Checks

Bank ID	Check Numbe	Check Date	Amount	endor Name
01	CHK	00377217 11/04/2021	1,100.90	ACCESS INFORMATION MANAGEMENT
01	CHK	00377218 11/04/2021	9,521.29	ALL PRO BUILDING MAINTENANCE
01	CHK	00377219 11/04/2021	2,203.20	ALL STARZ STAFFING AND CONSULT
01	CHK	00377220 11/04/2021	452.16	AMPLIFIED WIRELESS SOLUTIONS I
01	CHK	00377221 11/04/2021	27.59	AT&T
01	CHK	00377222 11/04/2021	9,324.53	AT&T
01	CHK	00377223 11/04/2021	1,075.00	ATU LOCAL 758 CORP
01	CHK	00377224 11/04/2021	838.18	AUDIT & ADJUSTMENT CO INC
01	CHK	00377225 11/04/2021	911.60	CHAPTER 13 TRUSTEE
01	CHK	00377226 11/04/2021	21,762.92	CITY OF FEDERAL WAY
01	CHK	00377227 11/04/2021	692.59	CITY OF PUYALLUP
01	CHK	00377228 11/04/2021	586.61	CITY TREASURER - TPU
01	CHK	00377229 11/04/2021	6,514.64	COASTAL COMMERCE GROUP LLC
01	CHK	00377230 11/04/2021	4,662.48	COLONIAL SUPPLEMENTAL LIFE
01	CHK	00377231 11/04/2021	150.25	COMCAST
01	CHK	00377232 11/04/2021	43.34	COMM ON POLITICAL EDUCATION
01	CHK	00377233 11/04/2021	3,087.00	CONSOLE CLEANING SPECIAL
01	CHK	00377234 11/04/2021	328.30	DAILY JOURNAL OF COMMERCE INC
01	CHK	00377235 11/04/2021	50.72	FEDERAL EXPRESS CORP
01	CHK	00377236 11/04/2021	16.00	GARY JACOBSON
01	CHK	00377237 11/04/2021	3,582.25	HULTZ BHU ENGINEERS INC.
01	CHK	00377238 11/04/2021	620.75	IAM & AW
01	CHK	00377239 11/04/2021	220.00	INTERNAL REVENUE SERVICE
01	CHK	00377240 11/04/2021	15.88	JOHNSTONE SUPPLY
01	CHK	00377241 11/04/2021	384.00	KENT KEEL
01	CHK	00377242 11/04/2021	3,771.30	KING COUNTY FINANCE
01	CHK	00377243 11/04/2021	263.30	LAKEVIEW LIGHT & POWER CO
01	CHK	00377244 11/04/2021	10,966.28	MACHINISTS HEALTH &
01	CHK	00377245 11/04/2021	510.00	MICHAEL G MALAIER
01	CHK	00377246 11/04/2021	136.40	NH DEPT OF H & HS
01	CHK	00377247 11/04/2021	1,395.68	NORTHWEST IAM BENEFIT TRUST
01	CHK	00377248 11/04/2021	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00377249 11/04/2021	62.19	OFFICE DEPOT CORP
01	CHK	00377250 11/04/2021	263.60	PARKLAND LIGHT & WATER CO
01	CHK	00377251 11/04/2021	40.00	PATRICIA MADDEN
01	CHK	00377252 11/04/2021	187,862.76	PEASE & SONS INC
01	CHK	00377253 11/04/2021	443.66	PENINSULA LIGHT
01	CHK	00377254 11/04/2021	3,378.94	PUGET SOUND ENERGY
01	CHK	00377255 11/04/2021	136.44	REX PEGG FABRICS INC
01	CHK	00377256 11/04/2021	21.98	RICK FULLER
01	CHK	00377257 11/04/2021	921.50	RPAI US MANAGEMENT LLC
01	CHK	00377258 11/04/2021	3,250.00	SIMON AND COMPANY INC
01	CHK	00377259 11/04/2021	373.36	SONITROL PACIFIC
01	CHK	00377260 11/04/2021	420.00	T-MOBILE USA, INC
01	CHK	00377261 11/04/2021	4,830.31	TACOMA MALL PARTNERSHIP
01	CHK	00377262 11/04/2021	593.35	TX CHILD SUPPORT SDU
01	CHK	00377263 11/04/2021	1,533.72	UNITED SITE SERVICES (Everson)
01	CHK	00377264 11/04/2021	816.34	UNITED WAY OF PIERCE COUNTY
01	CHK	00377265 11/04/2021	318.72	VERIZON WIRELESS
01	CHK	00377266 11/04/2021	21,779.62	EMPLOYMENT SECURITY DEPT WASHI
01	CHK	00377267 11/04/2021	351,566.12	WESTWATER CONSTRUCTION
01	CHK	00377268 11/10/2021	97.60	AT&T
01	CHK	00377269 11/10/2021	488.00	AT&T
01	CHK	00377270 11/10/2021	107.41	BUNCE RENTALS INC
01	CHK	00377271 11/10/2021	66.73	CENTURY LINK
01	CHK	00377272 11/10/2021	240.20	COMCAST
01	CHK	00377273 11/10/2021	150.25	COMCAST

01	CHK	00377274	11/10/2021	395.65	COMCAST
01	CHK	00377275	11/10/2021	60.00	COMMUNITY TRANSIT
01	CHK	00377276	11/10/2021	584.97	GENES TOWING CORP
01	CHK	00377277	11/10/2021	295.52	GILCHRIST CHEVROLET
01	CHK	00377278	11/10/2021	483.86	HOME DEPOT CREDIT SERVICES
01	CHK	00377279	11/10/2021	847.50	IBI GROUP A CALIFORNIA PARTNER
01	CHK	00377280	11/10/2021	668.62	LOWE'S COMPANIES INC
01	CHK	00377281	11/10/2021	735.63	PACIFIC TORQUE
01	CHK	00377282	11/10/2021	656.29	POWDER COATING SYSTEMS
01	CHK	00377283	11/10/2021	1,576.14	REFRIGERATION SUPPLY DIST
01	CHK	00377284	11/10/2021	158.68	REX PEGG FABRICS INC
01	CHK	00377285	11/10/2021	2,464.00	SCHINDLER ELEVATOR CORPORATION
01	CHK	00377286	11/10/2021	1,163.42	SNIDER ENERGY
01	CHK	00377287	11/10/2021	227.47	TACOMA SCREW
01	CHK	00377288	11/10/2021	1,119.69	WALTER E NELSON CO.
01	CHK	00377289	11/18/2021	9,603.99	4IMPRINT
01	CHK	00377290	11/18/2021	46,891.06	ATU LOCAL 758 CORP
01	CHK	00377291	11/18/2021	152.67	AUTOZONE
01	CHK	00377292	11/18/2021	575.25	BYERS & ANDERSON INC
01	CHK	00377293	11/18/2021	9,793.40	CALL ONE INC
01	CHK	00377294	11/18/2021	7,740.47	CENTURY LINK
01	CHK	00377295	11/18/2021	79.91	CENTURY LINK
01	CHK	00377296	11/18/2021	911.60	CHAPTER 13 TRUSTEE
01	CHK	00377297	11/18/2021	11,644.11	CITY TREASURER - TPU
01	CHK	00377298	11/18/2021	14,144.65	CITY TREASURER - TPU
01	CHK	00377299	11/18/2021	13,250.00	CITY TREASURER - TPU
01	CHK	00377300	11/18/2021	349.80	CUDA WASHINGTON
01	CHK	00377301	11/18/2021	726.00	DM RECYCLING CO INC
01	CHK	00377302	11/18/2021	7,024.66	ENERGY SYSTEMS MANAGEMENT/TRS
01	CHK	00377303	11/18/2021	1,199.47	LIQUID ENVIRONMENTAL SOLUTIONS
01	CHK	00377304	11/18/2021	50.00	FORMFOX, INC.
01	CHK	00377305	11/18/2021	1,995.94	GENES TOWING CORP
01	CHK	00377306	11/18/2021	399.78	GILCHRIST CHEVROLET
01	CHK	00377307	11/18/2021	220.18	HAROLD LEMAY ENTERPRISES
01	CHK	00377308	11/18/2021	220.00	INTERNAL REVENUE SERVICE
01	CHK	00377309	11/18/2021	23,333.32	KARRAS CONSULTING
01	CHK	00377310	11/18/2021	78.69	KCDA PURCHASING COOPERATIVE
01	CHK	00377311	11/18/2021	60.60	LEMAY MOBILE SHREDDING
01	CHK	00377312	11/18/2021	1,372.15	MICHAEL G MALAIER
01	CHK	00377313	11/18/2021	136.40	NH DEPT OF H & HS
01	CHK	00377314	11/18/2021	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00377315	11/18/2021	424.93	OFFICE DEPOT CORP
01	CHK	00377316	11/18/2021	422.61	PENINSULA LIGHT
01	CHK	00377317	11/18/2021	45,000.00	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00377318	11/18/2021	3,402.27	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00377319	11/18/2021	15,959.18	PUGET SOUND ENERGY
01	CHK	00377320	11/18/2021	294.47	REX PEGG FABRICS INC
01	CHK	00377321	11/18/2021	3,450.00	SCHINDLER ELEVATOR CORPORATION
01	CHK	00377322	11/18/2021	500.00	TIMOTHY MARLOWE
01	CHK	00377323	11/18/2021	3,861.98	SNIDER ENERGY
01	CHK	00377324	11/18/2021	114.15	SUPERIOR SAW & SUPPLY, INC.
01	CHK	00377325	11/18/2021	358.44	TACOMA SCREW
01	CHK	00377326	11/18/2021	593.35	TX CHILD SUPPORT SDU
01	CHK	00377327	11/18/2021	4,500.00	THE BUS COALITION
01	CHK	00377328	11/18/2021	806.51	UNITED SITE SERVICES (Everson)
01	CHK	00377329	11/18/2021	816.34	UNITED WAY OF PIERCE COUNTY
01	CHK	00377330	11/18/2021	848.13	WA ST DEPT OF REVENUE
01	CHK	00377331	11/18/2021	1,890.13	ZEP MANUFACTURING COMPANY
01	CHK	00377332	11/23/2021	3,965.76	ALL STARZ STAFFING AND CONSULT
01	CHK	00377333	11/23/2021	77.53	AT&T
01	CHK	00377334	11/23/2021	781.73	BUNCE RENTALS INC
01	CHK	00377335	11/23/2021	618.18	CENTURY LINK
01	CHK	00377336	11/23/2021	43,961.32	CITY OF LAKEWOOD
01	CHK	00377337	11/23/2021	6,619.20	CITY TREASURER - TPU
01	CHK	00377338	11/23/2021	524.50	CITY TREASURER - TPU
01	CHK	00377339	11/23/2021	13,618.80	CITY TREASURER - TPU
01	CHK	00377340	11/23/2021	155.20	COMCAST
01	CHK	00377341	11/23/2021	175.12	COMCAST
01	CHK	00377342	11/23/2021	140.25	COMCAST
01	CHK	00377343	11/23/2021	150.20	COMCAST

01	CHK	00377344	11/23/2021	150.20	COMCAST
01	CHK	00377345	11/23/2021	150.25	COMCAST
01	CHK	00377346	11/23/2021	99.05	DISH
01	CHK	00377347	11/23/2021	367.00	DM RECYCLING CO INC
01	CHK	00377348	11/23/2021	24.79	FASTENAL
01	CHK	00377349	11/23/2021	2,485.97	GENES TOWING CORP
01	CHK	00377350	11/23/2021	5.76	GILCHRIST CHEVROLET
01	CHK	00377351	11/23/2021	6,140.81	HAROLD LEMAY ENTERPRISES
01	CHK	00377352	11/23/2021	41,812.03	LAKEVIEW LIGHT & POWER CO
01	CHK	00377353	11/23/2021	659.90	LAKEWOOD WATER DISTRICT
01	CHK	00377354	11/23/2021	61.65	LEMAY MOBILE SHREDDING
01	CHK	00377355	11/23/2021	3,177.02	LEVEL 3 (CENTURY LINK)
01	CHK	00377356	11/23/2021	719.03	LEVEL 3 (CENTURY LINK)
01	CHK	00377357	11/23/2021	2,917.47	LEVEL 3 (CENTURY LINK)
01	CHK	00377358	11/23/2021	150.00	MARGUARITA MARION
01	CHK	00377359	11/23/2021	4,500.00	NATIONAL CINEMEDIA LLC
01	CHK	00377360	11/23/2021	189.51	OFFICE DEPOT CORP
01	CHK	00377361	11/23/2021	7,595.06	OFFICE OF MINORITY & WOMEN'S
01	CHK	00377362	11/23/2021	1,507.14	PURCELL TIRE & RUBBER COMPANY
01	CHK	00377363	11/23/2021	1,150.00	SCHINDLER ELEVATOR CORPORATION
01	CHK	00377364	11/23/2021	267.30	SMITH FIRE SYSTEMS INC
01	CHK	00377365	11/23/2021	5,187.50	SM STEMPER ARCHITECTS PLLC
01	CHK	00377366	11/23/2021	39.29	ULINE
01	CHK	00377367	11/23/2021	596.05	UNITED SITE SERVICES (Everson)
01	CHK	00377368	11/23/2021	47,454.51	VOYAGER FLEET SYSTEMS INC
01	CHK	00377369	11/23/2021	48.77	WALTER E NELSON CO.
01	EFT	00008956	11/01/2021	1,086.46	WA ST DEPT OF REVENUE
01	EFT	00008957	11/04/2021	1,985.40	A & E IMAGING
01	EFT	00008958	11/04/2021	2,340.99	ANGI ENERGY SYSTEMS
01	EFT	00008959	11/04/2021	242.41	APPLIED INDUSTRIAL TECHNOLOGIE
01	EFT	00008960	11/04/2021	57,874.41	ASSOCIATED PETROLEUM
01	EFT	00008961	11/04/2021	2,154.27	ATWORK! COMMERCIAL ENTERPRISES
01	EFT	00008962	11/04/2021	46,323.94	BRIDGESTONE AMERICA
01	EFT	00008963	11/04/2021	17,477.74	CARASOFT
01	EFT	00008964	11/04/2021	1,950.70	CHEVRON PRODUCTS CO.
01	EFT	00008965	11/04/2021	2,682.85	CTS (CABLING & TECH SVCS)
01	EFT	00008966	11/04/2021	12,502.83	CUMMINS INC
01	EFT	00008967	11/04/2021	223.02	FINISHMASTER, INC
01	EFT	00008968	11/04/2021	16,734.85	GILLIG LLC
01	EFT	00008969	11/04/2021	1,577.80	GRAINGER
01	EFT	00008970	11/04/2021	563.90	GROENEVELD LUBRICATION SOLUTIO
01	EFT	00008971	11/04/2021	1,085.00	INTERCITY TRANSIT
01	EFT	00008972	11/04/2021	2,550.40	IWG TOWERS ASSETS I LLC
01	EFT	00008973	11/04/2021	331.50	JARED MILES
01	EFT	00008974	11/04/2021	15,097.91	JENCO DEVELOPMENT
01	EFT	00008975	11/04/2021	436.77	JOHN GUMATAOTAO
01	EFT	00008976	11/04/2021	9,911.00	K & L GATES
01	EFT	00008977	11/04/2021	493.51	WESTERN FLUID COMPONENTS
01	EFT	00008978	11/04/2021	384.00	KRISTINA WALKER
01	EFT	00008979	11/04/2021	604.50	LONE FIR CREATIVE
01	EFT	00008980	11/04/2021	4,504.50	MALLORY SAFETY & SUPPLY LLC
01	EFT	00008981	11/04/2021	9,857.75	MEDSTAR CABULANCE INC
01	EFT	00008982	11/04/2021	318.30	MOHAWK MFG & SUPPLY
01	EFT	00008983	11/04/2021	105.67	MOOD MEDIA
01	EFT	00008984	11/04/2021	1,119.10	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00008985	11/04/2021	1,285.00	NAVIA BENEFIT SOLUTIONS
01	EFT	00008986	11/04/2021	1,679.52	NEOPART TRANSIT LLC
01	EFT	00008987	11/04/2021	15,977.98	NEXTREQUEST CO
01	EFT	00008988	11/04/2021	436.45	PACIFIC POWER PRODUCTS
01	EFT	00008989	11/04/2021	69,738.48	PARAMETRIX ENGINEERING
01	EFT	00008990	11/04/2021	788.37	PRINT NW
01	EFT	00008991	11/04/2021	692.37	QBSI-XEROX
01	EFT	00008992	11/04/2021	299.12	SEATTLE AUTOMOTIVE DIST.
01	EFT	00008993	11/04/2021	1,463.00	SIR SPEEDY
01	EFT	00008994	11/04/2021	61,143.77	SOUND TRANSIT
01	EFT	00008995	11/04/2021	25,437.74	SOUND TRANSIT
01	EFT	00008996	11/04/2021	1,565.73	STAPLES
01	EFT	00008997	11/04/2021	470.98	STELLAR INDUSTRIAL
01	EFT	00008998	11/04/2021	6,316.00	SUMMIT LAW GROUP PLLC
01	EFT	00008999	11/04/2021	4,993.30	TACOMA COMMUNITY COLLEGE

01	EFT	00009000	11/04/2021	62.48	TACOMA SCREW
01	EFT	00009001	11/04/2021	285.00	TECHNICAL SECURITY INTEGRATION
01	EFT	00009002	11/04/2021	7,034.76	THE AFTERMARKET PARTS CO LLC
01	EFT	00009003	11/04/2021	1,030.57	VEHICLE MAINTENANCE PROGRAM
01	EFT	00009004	11/04/2021	719.65	WESTERN PETERBILT
01	EFT	00009005	11/04/2021	11,616.00	ZONAR SYSTEMS INC
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01	EFT	00009008	11/04/2021	13,643.77	NAVIA BENEFIT SOLUTIONS
01	EFT	00009009	11/04/2021	9,316.51	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00009010	11/04/2021	5,601.61	WA ST CHILD SUPPORT REGISTRY
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01	EFT	00009014	11/10/2021	104,450.94	ASSOCIATED PETROLEUM
01	EFT	00009015	11/10/2021	3,832.45	ATWORK! COMMERCIAL ENTERPRISES
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01	EFT	00009019	11/10/2021	32,940.39	CUMMINS INC
01	EFT	00009020	11/10/2021	3,114.06	FINISHMASTER, INC
01	EFT	00009021	11/10/2021	153.37	FIRST TRANSIT
01	EFT	00009022	11/10/2021	24,884.18	GILLIG LLC
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01	EFT	00009024	11/10/2021	307.78	GROENEVELD LUBRICATION SOLUTIO
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01	EFT	00009027	11/10/2021	41,939.02	KPFF CONSULTING ENGINEERS
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01	EFT	00009029	11/10/2021	1,190.20	MALLORY SAFETY & SUPPLY LLC
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01	EFT	00009033	11/10/2021	807.04	OPEN SQUARE
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01	EFT	00009040	11/10/2021	34,696.16	SAYBR CONTRACTORS INC
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01	EFT	00009069	11/18/2021	3,267.18	FREIGHTLINER NORTHWEST PACIFIC

01	EFT	00009070	11/18/2021	11,364.23	GALLS LLC
01	EFT	00009071	11/18/2021	2,253.47	GTT COMMUNICATIONS
01	EFT	00009072	11/18/2021	13,897.07	GENFARE
01	EFT	00009073	11/18/2021	54,616.68	GILLIG LLC
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01	EFT	00009075	11/18/2021	2,061.84	GROENEVELD LUBRICATION SOLUTIO
01	EFT	00009076	11/18/2021	5,250.00	INTEGRA WASHINGTON INC
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01	EFT	00009078	11/18/2021	6,355.19	K & L GATES
01	EFT	00009079	11/18/2021	405.65	WESTERN FLUID COMPONENTS
01	EFT	00009080	11/18/2021	384.00	KIMBERLY M ROSCOE
01	EFT	00009081	11/18/2021	3,536.12	LUMINATOR MASS TRANSIT LLC
01	EFT	00009082	11/18/2021	807.98	MALLORY SAFETY & SUPPLY LLC
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01	EFT	00009085	11/18/2021	29,362.82	MEDSTAR CABULANCE INC
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01	EFT	00009087	11/18/2021	730.09	MICHAEL JAFARI
01	EFT	00009088	11/18/2021	557.64	MOHAWK MFG & SUPPLY
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01	EFT	00009097	11/18/2021	202.79	QUADIENT FINANCE USA INC
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01	EFT	00009099	11/18/2021	1,267.71	R E AUTO ELECTRIC
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01	EFT	00009107	11/18/2021	1,333.78	TACOMA DODGE CHRYSLER JEEP
01	EFT	00009108	11/18/2021	254.58	TACOMA SCREW
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01	EFT	00009113	11/18/2021	725.97	UNIFIRST CORPORATION
01	EFT	00009114	11/18/2021	1,030.57	VEHICLE MAINTENANCE PROGRAM
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01	EFT	00009118	11/19/2021	1,112,154.09	AWC EMPLOYEE BENEFIT TRUST
01	EFT	00009119	11/19/2021	57,393.78	GREAT WEST RETIREMENT
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01	EFT	00009123	11/19/2021	5,576.79	WA ST CHILD SUPPORT REGISTRY
01	EFT	00009124	11/23/2021	71,867.26	US BANK CORPORATE PAYMENT SYST
01	EFT	00009125	11/23/2021	879.39	A & E IMAGING
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01	EFT	00009130	11/23/2021	10,712.84	ATWORK! COMMERCIAL ENTERPRISES
01	EFT	00009131	11/23/2021	961.96	BATTERY SYSTEMS
01	EFT	00009132	11/23/2021	10,651.27	COMMONSTREET CONSULTING LLC
01	EFT	00009133	11/23/2021	15,419.50	CUMMINS INC
01	EFT	00009134	11/23/2021	1,262.25	CUSTOM EDGE, INC.
01	EFT	00009135	11/23/2021	1,188.00	DOCUMO INC
01	EFT	00009136	11/23/2021	979.79	DRIVELINES NW INC
01	EFT	00009137	11/23/2021	8,144.34	GILLIG LLC
01	EFT	00009138	11/23/2021	5,750.00	GORDON THOMAS HONEYWELL
01	EFT	00009139	11/23/2021	1,375.25	GRAINGER

01	EFT	00009140	11/23/2021	52,733.02	GRANITE CONSTRUCTION COMPANY
01	EFT	00009141	11/23/2021	4,990.00	HIGH LINE SOFTWARE INC
01	EFT	00009142	11/23/2021	1,458.60	HOLMES DISTRIBUTING
01	EFT	00009143	11/23/2021	133,912.82	HUITT-ZOLLARS INC.
01	EFT	00009144	11/23/2021	793.49	INTELLICORP RECORDS INC
01	EFT	00009145	11/23/2021	540.02	WESTERN FLUID COMPONENTS
01	EFT	00009146	11/23/2021	76.29	LARSCO INC
01	EFT	00009147	11/23/2021	1,059.69	LUMINATOR MASS TRANSIT LLC
01	EFT	00009148	11/23/2021	1,543.28	MALLORY SAFETY & SUPPLY LLC
01	EFT	00009149	11/23/2021	8,451.15	MEDSTAR CABULANCE INC
01	EFT	00009150	11/23/2021	1,327.35	MOHAWK MFG & SUPPLY
01	EFT	00009151	11/23/2021	242.95	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00009152	11/23/2021	3,185.60	PACIFIC POWER PRODUCTS
01	EFT	00009153	11/23/2021	168.11	PACIFIC WELDING SUPPLY INC
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01	EFT	00009155	11/23/2021	38,206.49	PARAMETRIX ENGINEERING
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01	EFT	00009157	11/23/2021	388.47	PRINT NW
01	EFT	00009158	11/23/2021	700.75	PROTERRA INC
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01	EFT	00009160	11/23/2021	277.78	ROBERT SCHMID
01	EFT	00009161	11/23/2021	449.34	SEATTLE AUTOMOTIVE DIST.
01	EFT	00009162	11/23/2021	18,003.77	SOUND TRANSIT
01	EFT	00009163	11/23/2021	139.85	STAPLES
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01	EFT	00009165	11/23/2021	864.95	TACOMA SCREW
01	EFT	00009166	11/23/2021	742.70	TACOMA TROPHY
01	EFT	00009167	11/23/2021	7,739.89	TECHNICAL SECURITY INTEGRATION
01	EFT	00009168	11/23/2021	2,798.15	THE AFTERMARKET PARTS CO LLC
01	EFT	00009169	11/23/2021	1,124.91	TITUS WILL FORD INC
01	EFT	00009170	11/23/2021	1,345.20	JEANNETTE TWITTY
01	EFT	00009171	11/23/2021	473.54	UNIFIRST CORPORATION
01	EFT	00009172	11/23/2021	53,255.41	UNITED ENERGY TRADING LLC
01	EFT	00009173	11/23/2021	366.56	WAXIE SANITARY SUPPLY
01	EFT	00009174	11/23/2021	403.31	WESTERN PETERBILT
01	EFT	00009175	11/23/2021	44,282.64	WOOD HARBINGER INC
01	EFT	00009176	11/23/2021	963,549.77	WSP USA, INC.
Total Payments				<u>\$6,979,854.00</u>	

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES**

November 8, 2021

CALL TO ORDER

Chair Campbell called the regular board meeting to order at 4:01 p.m.

ROLL CALL

Commissioners present:

Chris Beale, City of Tacoma Councilmember
Marty Campbell, Chair of the Board, Pierce County Councilmember
Kent Keel, City of University Councilmember (*representing University Place and Fircrest*)
Ryan Mello, Pierce County Councilmember
John Palmer, Deputy Mayor for City of Puyallup (*representing Puyallup and Edgewood*)
Kim Roscoe, Mayor of Fife (*representing Fife/Milton/ Pacific/Auburn/Gig Harbor/
Ruston/Steilacoom*)
Kristina Walker, Vice Chair of the Board, City of Tacoma Councilmember
Jason Whalen, City of Lakewood Deputy Mayor
Victoria Woodards, Chair of the Board, Mayor of the City of Tacoma

Staff present:

Mike Griffus, Chief Executive Officer
Deanne Jacobson, Clerk of the Board
Brittany Carbullido, Assistant to the CEO/Deputy Clerk of the Board
Aaron Millstein, General Counsel from K&L Gates

OPENING REMARKS AND HOUSEKEEPING ITEMS

Chair Campbell welcomed board members, staff, and citizens to the virtual meeting and provided instructions for participation (*Commissioner Roscoe arrived at 4:03 p.m.*) to attendees.

PRESENTATIONS

1. Honoring Operators of the Month for September and October 2021

Rachel Heller was recognized for earning the Operator of the Month award for September 2021.

Ricardo Reyes-Munoz was recognized for earning the Operator of the Month award for October 2021. (*Commissioner Palmer arrived at 4:05 p.m. Commissioner Woodards arrived at 4:06 p.m.*)

Assistant Transportation Manager Scott Gaines detailed the award recipients' accomplishments and service attributes.

On behalf of the Board, Chair Campbell thanked the recipients for their service.

2. Legislative Update: Review of Proposed 2022 State and Federal Legislative Priorities

The Board received an update from Gordon Thomas Honeywell State lobbyist Al Ralston, who reported on the work of the legislature for 2022 relating to transportation funding packages. He noted that one of the legislative packages is considering whether there will be a diversion (*Commissioner Keel arrived at 4:11 p.m.*) of sales tax from car sales to help fund transit.

The Board received an update from Simon Company Federal lobbyist Jennifer Covino, who reported about the infrastructure bill that was recently passed by the federal legislature. She discussed the funds that will be distributed over the next five years for transportation projects. She also discussed the allocation of funds with regards to electric charging stations and gave an overview of the requirements that transit agencies will need to meet to be competitive for grant funds.

Ms. Covino responded to questions relating to the types of programs that may be included in the Build Back Better Infrastructure Bill that relate to climate and human infrastructure.

Commissioner Keel encouraged partnerships amongst fellow transit agencies and local cities to partner on projects like Transit Oriented Development, zero emissions projects, and decarbonization of vehicles.

Government Relations Administration Alex Mather reviewed the proposed 2022 Federal and State Priorities, noting that preserving the \$75 Million for the BRT project is the biggest priority. She reviewed the areas that Pierce Transit is focusing on to secure grant funds. She reported that the State priorities focus on Bus Rapid Transit II Feasibility Study and investing in multi-modal transportation programs. She discussed the Clean Fuels Exemption and emphasized the need to continue to find an additional revenue stream other than sales tax to fund public transportation.

Ms. Mather encouraged the commissioners to reach out to her should they have any additional input or suggestions for the 2022 state and federal legislative priorities and reported that Pierce Transit supports the legislative priorities of the Washington State Transit Association and Bus Coalition.

Discussion ensued about the importance of funding and completing the Bus Rapid Transit Project I, while planning for the Bus Rapid Transit 2 Project.

Commissioner Mello recommended that staff look at funding resources for BRT 1 and ensure that there is sufficient funding to complete the project.

Chair Campbell thanked the lobbyists for their work on behalf of Pierce Transit and thanked Ms. Mather for her work.

PUBLIC COMMENT

Chair Campbell provided participation instructions to the public and opened public comment.

Clerk Jacobson announced that no written comments were received for public comment today.

The following individual(s) spoke during public comment:

Isaac Tate, President of Amalgamated Transit Union Local 758, reported that the union contract was voted down 3-1 recently. He reported that the members feel there has been a lack of respect due to the cap on wages. The workers have been working hard during the pandemic, putting themselves and their families at risk, citing that last year the workers became categorized as “essential employees.” He reported that operators were lost to Covid and that employees are contracting Covid. He reported that employees in the Maintenance Department are being offered 1996 wages.

Mr. Tate expressed that he appreciates the Board being stewards of the taxpayers’ monies, noting that these employees are taxpayers too and have worked through the pandemic, and continue to work through the pandemic.

He concluded his comments stating that he would like to see the Board give the employees the same consideration as they do to the Bus Rapid Transit project.

PUBLIC HEARING – Proposed 2022 Budget

Executive Director of Finance Brett Freshwaters provided a PowerPoint presentation on the proposed 2022 Budget, noting that the Board received a more in-depth review of the budget last month. He reviewed the Operating, Capital and Insurance funds.

Mr. Freshwaters also reviewed the service hours budgeted, noting that due to the uncertainty of the labor shortage, service hours may actually not be increased as projected in the budget. He also noted that the proposed budget does not reflect \$15 million American Rescue Plan Act (ARPA) funds that is expected, and these funds could help fund the Bus Rapid Transit.

Mr. Freshwaters reviewed wages and benefit costs, noting there is a 4.1 percent increase over the 2021 calendar year. He reviewed the positions budgeted for the 2022 calendar year. He reviewed the capital budget, including grant monies expected and carryover amounts.

He concluded the presentation by reporting that the proposed 2022 Budget is sustainable, balanced, and meets reserve requirements.

Chair Campbell opened the public hearing at 5:07 p.m.

No comments were received.

Chair Campbell closed the public hearing at 5:08 p.m.

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.)

Commissioners Walker and Mello **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 9-0.

1. Approval of Vouchers, October 1, 2021 – October 31, 2021
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Payment Nos. 377041 through 377216
Wire Nos. 8721 through 8955
No Advance Travel Checks
Total \$7,231,909.80
2. Approval of Minutes: September 30, 2021 Special Study Session Meeting; October 11, 2021 Special Study Session Meeting; October 11, 2021 Regular Board Meeting.

ACTION AGENDA

1. **FS 2021-060, Authority to Implement a New Flat Rate Fare Structure for Commuter Vanpool and Authorize Related Amendments to Pierce Transit Code Section 3.72.130 – Vanpool Services – Defined – Fares**

Community Development Administrator Andrew Arnes provided an overview of the proposed new and simplified flat fee fare model, noting that the current fare structure is complicated and creates confusion amongst the customers. He reviewed the new fare model, which includes *(Commissioner Woodards left the meeting.)* six tiers, and reported that the new fare model includes a daily rider fare to accommodate customers who work a hybrid model.

Mr. Arnes reviewed fare models from peer agencies in Washington state and expressed that many transit agencies are moving to a flat fare model.

Commissioners Keel and Walker **moved** and seconded to approve Resolution No. 2021-014, authorizing staff to implement a new Flat Rate Fare Structure for Commuter Vanpool as presented in Exhibit A; setting the CEO's maximum threshold authority level to increase or decrease fares by 25 percent, and authorizing the related amendments to Pierce Transit Code Section 3.72.130 – Vanpool Services – Defined – Fares, as presented in Exhibit B.

Motion **carried**, 8-0.

2. FS 2021-061, Authorizing Pierce Transit to Withdraw from the Combined Communications Network (CCN) and Delegating Authority to the CEO to Execute all Documents Related to Such Withdrawal

Chief Financial Officer Brett Freshwaters presented on the item and reminded the Board that they received an overview of the withdrawal process last week. He noted that Pierce Transit will receive a credit of approximately \$1.4 Million that will give Pierce Transit a credit for subscriber fees until Pierce Transit implements its new CAD-AVL system, which is expected to occur in June 2023.

Commissioner Walker expressed that the team members from both agencies have done a great job dissolving the partnership.

Commissioners Walker and Roscoe **moved** and seconded to Approve Resolution No. 2021-015, approving the Combined Communications Network (CCN) Exit Plan, as presented in Exhibit A, authorizing Pierce Transit to Withdraw from the CCN, and delegating authority to the CEO to execute all documents related to such withdrawal.

Motion **carried**, 8-0.

3. FS 2021-062, Authorize the Chief Executive Officer to Increase the Contract Authority Not to Exceed Amount for WSP USA, Inc., Contract No. PT-105-18, for Bus Rapid Transit Pacific Avenue/State Route 7 Design

Senior Project Manager Sean Robertson discussed the need for additional funds to be added to the WSP contract, noting that challenges experienced during the COVID-19 Pandemic and unforeseen permitting efforts to align WSDOT and City of Tacoma standards have resulted in the need for additional Traffic Impact Analysis work. The proposed amendment will also further cover continued effort for WSP to complete 60% design and support services for FTA readiness review.

Mr. Robertson responded to various questions relating to the delay and overall progress of the project not meeting timeline projections.

Commissioner Keel expressed concern about the various issues that have caused delays in the project and that have led to the project budget increase, noting that he wants to the Board to be kept up to date on the BRT.

Chief Executive Officer Mike Griffus reported that he has had numerous discussions with WSDOT, City of Tacoma, and the FTA and stated that he believes the project is moving at an acceptable level of the FTA. He noted that he feels confident about the project and he feels our partners do too. He reported that he meets with officials from WSDOT and the City of Tacoma every other week and things seem to be working.

Chair Campbell thanked Mr. Griffus for his efforts in helping to keep the project on track.

Commissioners Keel and Walker **moved** and seconded to authorize the Chief Executive Officer to increase the authorized total contract not to exceed amount for WSP USA, Inc., Contract No. PT-105-18, Bus Rapid Transit Pacific Avenue/SR 7 Design by \$2,498,645 for a new authorized total contract not to exceed amount from \$15,885,701 to \$18,384,346 to provide additional Architectural and Engineering services for design support including 60% Design and FTA Readiness Review.

Motion **carried**, 8-0.

4. FS 2021-063, Authority to Increase Contract Authority Amount with K&L Gates (Contract No. PT-69-17B) for Legal Services

Chief Executive Officer Griffus presented on the item and noted that the original contract authority amount was determined adequate because the original contract amount was estimated on the fact that the agency utilized in-house counsel.

He noted that a decision was made in 2020 by the previous CEO to not utilize in-house counsel and rely solely on external legal contracts. This change is resulting in the need to increase the contract authority amount to absorb the additional legal costs associated with increased reliance of external legal firms for routine matters as well as for large projects planned for upcoming years.

Commissioners Keel and Palmer **moved** and seconded authorize the Chief Executive Officer to increase the total authorized contract amount with K&L Gates, (Contract No. PT-69-17B) for legal services by \$234,000, for a new total authorized contract amount not to exceed \$684,000.

Motion **carried**, 8-0.

5. FS 2021-064, Authority to Execute Amendment No. 1 to the 2019 Interlocal Agreement with City of Federal Way, Contract No. 1242, to Provide Extra Duty Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way

Chief Jim Kelly presented on the item and noted that the proposed amendment revises the shift hours and rate of pay to be the same percentage of pay increase in the Federal Way Police Guild bargaining agreement with the City of Federal Way. The hourly rate shall be adjusted on January 1st and July 1st of each contract year, pursuant to the bargaining agreement. There is no change to the term of the contract or the previously authorized total amount of \$1,382,960.

Upon inquiry about how this contract affects the Pierce County Sheriff's Department (PCSD) contract, Chief Kelly noted that it is important that this contract stay in place. Staff is expecting to bring the PCSD contract forward in December for consideration.

Commissioners Roscoe and Whalen **moved** and seconded to approve Resolution No. 2021-016, authorizing the Chief Executive Officer to enter into and execute Amendment No. 1 to the 2019 Interlocal Agreement with the City of Federal Way, Contract No. 1242, as presented in Exhibit A, to provide extra duty police services at

the Federal Way Transit Center and other bus routes and bus stops located in Federal Way effective January 1, 2022 through December 31, 2023.

Motion **carried**, 8-0.

6. FS 2021-065, Authority to Amend the 2021 Capital Budget in the amount of \$220,386 to Include a Project to Upgrade the Audio-Visual Equipment Located in the Large Training and Conference Rooms (Rainier, St Helens and Olympic) in Building 5 of the Pierce Transit Campus

Chief Technology Officer Arun Kalavakolanu presented on the item and noted that the current system was designed using proprietary technology that forces vendor lock-in and does not allow the agency to use best-of-breed sub-components. The audio system has become unreliable causing microphone sound feedback and audio distortions. One of the video sub-components that facilitates video conferencing has failed. Controllers that manage the configuration of the system are unreliable requiring tedious repetitive manual intervention for initial set-up and have failed unpredictably while the equipment is in use.

These conference rooms are used to conduct critical business meetings including in-person Board meetings. A fully functional audio-visual system is therefore critical for the conference rooms to be usable. While the pandemic resulted in low/no-usage of the conference rooms, the anticipated return to in-person and hybrid (partial in-person and partial on-line) meetings necessitates upgrading the system.

The anticipated cost was derived from a thorough system review by an AV consultant and includes upgrades of obsolete equipment, including replacing all three projectors with new laser projectors. The project budget also includes a 10% contingency.

Commissioners Roscoe and Walker **moved** and seconded to amend the 2021 Capital Budget in the amount of \$220,386 to include a project to upgrade the audio-visual equipment located in the large training and conference rooms (Rainier, St Helens and Olympic) in Building 5 of the Pierce Transit Campus.

Motion **carried**, 7-0. (*Chair Campbell left the meeting after the vote. Commissioner Keel left the meeting before the vote.*)

STAFF UPDATES

1. CEO'S Report

CEO Mike Griffus reported on the following items:

- Pierce Transit registered to participate in the Federal Transportation Administration's Sustainable Transit for a Healthy Planet Climate Challenge to help reduce greenhouse gas emissions.

- Pierce Transit recently joined APTA’s Racial Equity Commitment Pilot Program. This is a two-year pilot program that begins in the Fall of 2021. The program will provide Pierce Transit with a tangible roadmap for advancing racial equity as part of a comprehensive diversity, equity, and inclusion framework.
- The State Auditor’s Office completed its audit of the Report on Financial Statements and Federal Single Audit for calendar year 2020 and no findings or management letters were issued.
- The agency is planning a “Talk with a Doc” virtual session on Nov. 10 to give employees an opportunity to hear directly from a health professional about the benefits of the vaccine and answer their questions, including information about boosters.
- Reminded the Board that the agency offered fare free service from Nov. 7 through Nov. 9. This event was put in place to help promote Pierce Transit’s services and to acknowledge the impacts that customers have experienced over the last several months due to the labor shortage.

2. Bus Rapid Transit Update

CEO Griffus noted that he briefed the Board on the BRT earlier in the meeting during the WSP Contract item (Item No. 3 on the action agenda).

3. Quarter 3 Financial Report

Chief Financial Officer reviewed the third quarter financial report.

INFORMATIONAL BOARD ITEMS

1. Chair’s Report

Vice Chair Walker announced that the next Executive Finance Committee meeting will be held November 18, 2021, at 3:00 p.m.

2. Sound Transit Update

Commissioner Roscoe reported that Sound Transit adopted the regional ORCA contract and that the Sound Transit Board established a selection committee for the next Chief Executive Officer.

3. Puget Sound Regional Council Transportation Policy Board Update

Commissioner Mello reported that the next PSRC meeting is Wednesday, Nov. 10 and the members will receive a copy of the Transit Integration Report. The Regional Transportation Plan is expected to be released in December for public comment. Break out sessions are planned for future visioning. Conversations are beginning for Sound Transit 4.

4. Commissioners' Comments

No comments were provided.

ADJOURNMENT

Commissioners Mello and Roscoe **moved** and seconded to adjourn the meeting at 6:51 p.m. (*The meeting was not adjourned into closed session for labor negotiations, pursuant to 42.30.140 (4)(b) as a quorum of the board was not maintained.*)

Motion **carried**, 4-0.

Deanne Jacobson
Clerk of the Board

Marty Campbell, Chair
Board of Commissioners

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
SPECIAL STUDY SESSION MEETING MINUTES**

November 19, 2021

CALL TO ORDER

Chair Campbell called the special study session meeting to order at 2:03 p.m.

ROLL CALL

Commissioners present:

Chris Beale, City of Tacoma Councilmember
Marty Campbell, Chair of the Board, Pierce County Councilmember
Kent Keel, City of University Councilmember (*representing University Place and Fircrest*)
Ryan Mello, Pierce County Councilmember
Kim Roscoe, Mayor of Fife (*representing Fife/Milton/ Pacific/Auburn/Gig Harbor/
Ruston/Steilacoom*) (*present for closed session*)
Kristina Walker, Vice Chair of the Board, City of Tacoma Councilmember
Jason Whalen, City of Lakewood Deputy Mayor

Commissioners excused:

John Palmer, Deputy Mayor for City of Puyallup (*representing Puyallup and Edgewood*)
Victoria Woodards, City of Tacoma Mayor

Staff present:

Mike Griffus, Chief Executive Officer
Deanne Jacobson, Clerk of the Board
Brittany Carbullido, Deputy Clerk of the Board

OPENING REMARKS

Chair Campbell welcomed attendees and announced that today's meeting was scheduled so that the Board could receive an update on labor negotiations, which will be conducted in closed session pursuant to RCW 42.30.140 (4)(b).

AJOURNMENT OF MEETING TO CLOSED SESSION

At 2:06 p.m., Chair Campbell adjourned the meeting into closed session to discuss labor negotiations, pursuant to 42.30.140 (4)(b).

Deanne Jacobson
Clerk of the Board

Marty Campbell, Chair
Board of Commissioners

TITLE: Adopting the 2022 Federal and State Legislative Priorities

DIVISION: Executive

SUBMITTED BY: Alexandra Mather, Government Relations Administrator

RELATED ACTION: N/A

ATTACHMENTS:
Proposed Resolution
Exhibit A, 2022 State Legislative Priorities
Exhibit B, 2022 Federal Legislative Priorities

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit works diligently to build and maintain strategic partnerships with the Washington state and federal legislative delegation, State and U.S. Department of Transportation, State and U.S. Department of Energy, relevant state and federal Transportation Committee staff and national advocacy organizations. Pierce Transit aims to remain a key influencer in the national, state, regional and local discussion for public transportation and zero-emission strategy and deployment.

Staff seeks adoption of the proposed 2022 Federal and State Legislative Priorities and supports Pierce Transit staff and consultants to continue communicating about issues that impact the agency throughout the coming fiscal year. As Pierce Transit's state and national priorities evolve and advance, staff will seek advice and guidance from the Board as appropriate. Staff will send updates by email to the Board highlighting major milestones relating to Pierce Transit's state and national priorities and will call upon Board members to assist in advancing public transportation advocacy and objectives as appropriate.

The 2022 federal and state priorities were driven by Commissioner input, agency priorities, prior ongoing legislative work and advocacy, consumer demand and in response to the priorities of national leadership.

On Nov. 8, 2021, the Board of Commissioners received a briefing on the proposed 2022 State and Federal Legislative Priorities as well as state and federal legislative updates from the state and federal legislative affairs team. There was continued support for advocacy surrounding additional funds for Bus Rapid Transit expansion and the Maintenance and Operations Base Improvement projects as the agency's top priority. No additional input or changes were received by commissioners so the legislative priorities for 2022 are being placed on the consent agenda for adoption.

STAFF RECOMMENDATION:

Staff recommends the adoption of the 2022 Federal & State Legislative Priorities as presented in Exhibits A and B.

ALTERNATIVES:

1. Do not adopt the 2022 Federal & State Legislative Priorities.
2. Modify the proposed priorities.

PROPOSED MOTION:

Move to: Approve Resolution No. 2021-017, adopting the 2022 Federal and State Legislative Priorities in substantially the same form as presented in Exhibits A and B.

RESOLUTION NO. 2021-017

A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting the 202 Federal
and State Legislative Priorities

WHEREAS, the Board of Commissioners received a briefing from the state and federal legislative affairs
team about the 2022 state and federal legislative priorities at the November 8, 2021, Board of Commissioners
meeting; and

WHEREAS, the 2022 federal and state priorities were driven by Commissioner input, agency priorities,
prior ongoing legislative work and advocacy, consumer demand and in response to the priorities of national
leadership.

WHEREAS, The Pierce Transit Board of Commissioners desires to give guidance and direction to its staff
and contracted Legislative Liaison; and

WHEREAS, The Pierce Transit Board of Commissioners wishes to assure that its policies and positions
are effectively communicated to the members of the Washington State Congressional delegation and relevant
federal agencies, Washington State Legislature, Washington State Agencies, and the Office of the Governor;
and

WHEREAS, the Pierce Transit Board of Commissioners finds it is in the best interest of Pierce Transit to
adopt an agenda for federal and state legislative priorities; and

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

Section 1. The Board herewith adopts the Pierce Transit 2022 Federal & State Legislative Priorities
in substantially the same form as Exhibits A and B attached hereto.

ADOPTED by the Board of Commissioners of Pierce Transit at their board meeting thereof held on
the 13th day of December 2021.

PIERCE TRANSIT

Marty Campbell, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

2022 State Legislative Agenda Exhibit A

Support Passage of a Statewide Transportation Package

Pierce Transit recognizes that creation of additional statewide grant opportunities and infrastructure improvement to the transportation system is critical in Washington State. Pierce Transit requests the Legislature work to develop a comprehensive, statewide transportation package that supports opportunities for public transit.

- **Bus Rapid Transit II – Feasibility Study**

Pierce Transit envisions a **future five-line electric Bus Rapid Transit system** to serve the people of Pierce County. Should the state pass a new revenue package calling for project proposals, ***Pierce Transit respectfully requests \$10M for the feasibility study and early design*** of a zero-emission Bus Rapid Transit 2, serving Tacoma, Fircrest, University Place and Lakewood.

- **Investing in Existing Transit and Multimodal Grant Programs**

Continue to support a future that is clean and environmentally sound by bolstering programs that support transportation options in addition to traditional single-occupancy modes, specifically that Green Transportation Grant Program and Regional Mobility Grant Program.

State Investment in Public Transit Agency Operations

Identify a sustainable, statewide public transportation funding solution to support an essential level of service. An effective revenue tool will protect existing sources of public transportation revenue while incorporating new and innovative funding models to ensure the stability and reliability of equitable and environmentally just public transportation in Washington State.

Maintenance + Operations Base Improvement Project (MOBI)

Pierce Transit's base is 34 years old and in need of modernization and retrofitting to accommodate the agency's top priority of safety, an electric bus fleet to support the future BRT network and update the current vehicle fuel and wash facility. Pierce Transit also recognizes the additional load electrification places on the local power grid and seeks to mitigate that demand through energy storage. To that end, **Pierce Transit supports any legislation, grant or funding opportunities that invest in electrification charging infrastructure, as well as supports the diversification of clean transportation propulsion systems, including Compressed Natural Gas. This project is shovel-ready.**

Community Partner Priorities

Pierce Transit supports grant programs and funding tools to facilitate housing projects that support all income levels and policies that incentivize transit-oriented housing development.

City of Tacoma

Pierce Transit supports expanded authorization for automated speed enforcement to facilitate safe walksheds around schools and urban centers, and in areas with a high number of vulnerable users who have been killed or seriously injured. Automated enforcement presents an unbiased and consistent method of enforcing speed limits, calming traffic, and maintaining safety.

Pierce County

Work in Partnership with Pierce County in securing funds to bolster first and last mile infrastructure connections to the *Stream* Pacific Avenue Bus Rapid Transit corridor. Improvements may include but are not limited to sidewalks, ADA access improvements, and curb extensions to create safer and more accessible transportation options for Pierce County residents.

Washington State Transit Association Legislative Agenda Transportation Choices Coalition Legislative Agenda



2022 FEDERAL LEGISLATIVE AGENDA

Exhibit B

Preserve \$75M included in President Biden's 2022 Presidential Budget for Pacific Avenue/SR 7 BRT Corridor (Capital Investment Grants - Small Starts)

Pierce Transit has entered into the Small Starts Project Development (SSPD) Phase and successfully sought federal assistance in support of the Pacific Avenue/SR7 Corridor Bus Rapid Transit (BRT) Project through the Capital Investment Grant (CIG) Program.

The Pacific Avenue/SR7 Corridor is a 14-mile segment of Pacific Avenue S/SR 7 between the Commerce Street Transfer Center in Downtown Tacoma and 204th Street E in Spanaway, entirely within Pierce County. It is Pierce Transit's highest ridership corridor with 5,950 average weekday boardings and over 18% of total fixed route ridership system wide. There are more than 3,500 weekday boardings along the portion of the Route 1 being considered for BRT. More than 1.7 million passengers were served in 2016, which is nearly 20 percent of Pierce Transit's fixed route ridership. Pierce Transit's Destination 2040 Long Range Plan, Sound Transit's ST3 Plan, and Puget Sound Regional Council's (PSRC) Transportation 2040 Long Range Plan all support this investment in the busiest transit corridor in Pierce County.

The project will: increase transit ridership through enhanced transit service; deliver cost-effective service that provides capacity to meet future demand; promote transportation equity in the corridor by ensuring that transit service is accessible to all populations; improve multi-modal access and connectivity; support a regional vision for the community as documented in land use and transportation plans; enhance safety and security for transit patrons and public health overall; support existing economic activity and be a catalyst for sustainable economic growth and corridor redevelopment; and promote environmental stewardship and sustainability.

The current 31,500 jobs located along the corridor will increase to an estimated 59,000 by 2040. Approximately 11% of the people living along the corridor are dependent on transit for their travel needs. The City of Tacoma and Pierce County have already identified this corridor for higher-density, mixed-use, transit-oriented development that encompasses six federally-designated Opportunity Zones. The project will result in better access to educational, vocational and job opportunities, services, and businesses and commerce in the area.

Pierce Transit has already committed non-federal resources totaling \$95 million, including \$60 million from Sound Transit 3 and \$15 million in state funding. We appreciate your continued support for this critical infrastructure project and our efforts to secure the Small Starts Grant Agreement (SSGA) for it.

Appropriations Requests

Pierce Transit thanks lawmakers for appropriating record-level funding for key formula and discretionary grant programs at or above the following levels authorized by the Infrastructure Investment and Jobs Act. Pierce Transit appreciates the supplemental appropriations included in that bill as outlined below.

	Authorization	Supplemental Appropriation
State of Good Repair Grants (5337)	\$18.39 billion	\$4.75 billion
Urbanized Formula Grants (5307)	\$33.54 billion	N/A
Capital Investment Grants (5309)	\$15 billion	\$8 billion
<i>Small Starts</i>	N/A	\$1.2 billion
Bus and Bus Facilities Formula Grants (5339a)	\$3.161 billion	N/A
Bus and Bus Facilities Discretionary Grants (5339b)	\$2.34 billion	N/A
Low or No Emission Vehicles (5339c)	\$374.6 million	\$5.25 billion
Pilot Program for Transit-Oriented Development Planning	\$68.8 million	N/A

Heading into our consideration of this platform for Fiscal Year 2022, the House and Senate Appropriations Committee Majority have proposed the following appropriations levels for these critical programs:

	House of Representatives	Senate
State of Good Repair (5337)	Authorized level	Authorized + \$45 million
Urbanized Formula Grants (5307)	Authorized level	Authorized level
Capital Investment Grants (5309)	\$2.47 billion	\$2.25 billion
<i>Small Starts</i>	\$303 million	\$251 million
Bus and Bus Facilities Formula Grants (5339a)	N/A	\$200 million
Bus and Bus Facilities Discretionary Grants (5339b)	\$203 million	\$100 million
Low or No Emission Vehicles (5339c)	\$240 million	\$132 million

We urge lawmakers to prioritize investments in the Small Starts program within the Capital Investment Grant (CIG) Program.

Programmatic Requests

Pierce Transit supports the creation of the following new surface transportation and resiliency programs included in the *Infrastructure Investment and Jobs Act* and the *Build Back Better Act*, which will provide additional support to local efforts by transit agencies or other partners. Our agency will look forward to pursuing relevant opportunities as IIJA and Build Back Better legislation funding opportunities become available.

Infrastructure Investment and Jobs Act

- Carbon Reduction Program
- Alternative Fuel Corridors: Community Grants

- Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program
- Strengthening Mobility and Revolutionizing Transportation (SMART) Program
- Congestion Relief Program
- Healthy Street Program
- CO2 Infrastructure Finance and Innovation Act (CIFIA) Program

Build Back Better Act

- FTA-HUD Affordable Housing Access Program
- Local Transportation Priorities

We also support policy provisions in the IIJA expanding eligibility for highway formula programs to include bus rapid transit corridors and dedicated bus lanes.

Tax Provisions

We ask lawmakers to preserve the Alternative Fuels Tax Credit, which resulted in \$931,581.50 in savings for Pierce Transit in 2019. We support the proposed extension of this credit through December 31, 2031 as proposed in the *Build Back Better Act*.

Grant Applications

We appreciate the Congressional delegation's continued support for Pierce Transit's pending and future federal grant applications. We will be sure to make you aware of any forthcoming proposals.

TITLE: Authority to Execute a Vehicle Use Agreement, Contract No. 1282, to Allow West Pierce Fire and Rescue to Utilize a 15-passenger Van to Transport Fire Academy Recruits, Trainers and Firefighters to Various Training Sites from December 15, 2021 Through July 1, 2022

DIVISION: Service Delivery & Support

SUBMITTED BY: Rodney Chandler, Emergency Management Coordinator

RELATED ACTION: N/A

ATTACHMENTS: Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION: N/A

BACKGROUND:

From time to time, local government agencies call on Pierce Transit to temporary use agency vehicles to assist with transporting personnel to training events and other non-emergency, non-police events. Working collaboratively with local government agencies is a good example of wisely utilizing resources and government working in a cohesive manner.

To ensure that Pierce Transit is protected from liability issues that could arise from a partnering agency using a Pierce Transit Vehicle and to be able to respond more nimbly to vehicle use requests from local government agencies, Pierce Transit staff worked with its insurance provider, Washington State Transit Insurance Pool (WSTIP), to develop a standardized contract whereby the partnering agency accepts full responsibility and fully defends and indemnifies Pierce Transit from any and all damage, costs, claims and judgments and/or awards of damages arising out of or in any way resulting from the partnering agency's use of the vehicle. The standardized contract was also reviewed by Pierce Transit counsel.

Pierce Transit shall retain full discretion whether it can partner with local government agencies contingent upon the criteria below and may reject partnering with local government agencies if for any reason it is not in the best interest for Pierce Transit to loan the vehicle(s).

1. Vehicle(s) are available;
2. Loaning the vehicle does not interfere with Pierce Transit operations;
3. Vehicle use is intended for short-term use, less than one-year;
4. There is a mutual benefit to both parties; and
5. Serves a public need and supports the non-use of single occupancy vehicles.

Under the proposed Vehicle Use Agreement, Pierce Transit will loan West Pierce Fire and Rescue a 15- passenger 2016 Chevy Express 3500 Van, Unit number 7526, VIN 1GAZGPGXG1309004, WA plate # RS11950 for the purpose of transporting fire academy recruits, trainers and firefighters to various training sites from December 15, 2021 through July 1, 2022.

West Pierce Fire and Rescue also has agreed to allow Pierce Transit to utilize lot space on their campus to conduct CDL training, as needed, while Pierce Transit's lot is under construction and to assist with first aid classes to support Pierce Transit's Active Shooter plan.

STAFF RECOMMENDATION:

Approve the Vehicle Use Agreement with West Pierce Fire and Rescue as presented in Exhibit A. The proposed agreement is being placed on the consent agenda for approval as the contract has been vetted by Pierce Transit's insurance pool and legal counsel and the agency assumes no risk in partnering with local government agencies for the use of our vehicles.

Because contracts with government agencies are considered Interlocal Agreements, approval of Interlocal Agreements are required to be approved by the governing body of a public agency pursuant to RCW 39.34.

ALTERNATIVES:

Do not approve the Vehicle Use Agreement as presented in Exhibit A. This is not recommended as rejecting the agreement seems unnecessary because there is no liability risk to Pierce Transit. The partnering agency assumes all risk.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute the Vehicle Use Agreement as presented in Exhibit A (Contract No. 1282) to allow West Pierce Fire and Rescue to utilize a 15-passenger van to transport fire academy recruits, trainers and firefighters to various training sites from December 15, 2021 through July 1, 2022.

Pierce Transit
Vehicle Use Agreement No. 1282

This agreement ("Agreement") is made and entered into this day of December 2021, by and between Pierce Transit (hereafter called **Pierce Transit**, a municipal corporation of the State of Washington located at 3710 96th St SW, Lakewood, WA 98499; AND West Pierce Fire & Rescue, (hereafter called Party), (nature of municipal corporation) located at 3631 Drexler Dr W. University Place, WA 98466.

RECITALS

Whereas Pierce Transit has available and is willing to provide the Vehicle to West Pierce Fire and Rescue to transport fire academy recruits, trainers and firefighters to various training sites; and

Whereas, West Pierce Fire and Rescue Transit has also agreed to allow Pierce Transit to utilize lot space on their campus to conduct CDL Training, as needed for an indefinite period of time, while Pierce Transit's lot is under construction and has agreed to assist with first aid classes to support Pierce Transit's Active Shooter Plan.

Now, therefore, the Parties agree as follows, incorporating by reference the above Recitals:

1. PURPOSE OF AGREEMENT

Pierce Transit agrees to loan West Pierce Fire & Rescue a 15-passenger 2016 Chevy Express 3500 van, Unit number 7526, VIN 1GAZGPFGXG1309004, WA plate # RS11950 for the purpose stated above. Nothing in this agreement should be construed to transfer ownership of the Vehicle to the Party.

2. PERIOD OF AGREEMENT

This Agreement covers the time period from December 15, 2021 – July 1, 2022 unless otherwise agreed to or extended in writing by the Parties.

3. PARTY AGREES TO THE FOLLOWING CONDITIONS OF USE

- To only use the vehicle for the intended purpose(s) as set forth in this agreement, and not use the vehicle for any other use not contemplated in this agreement;
- Vehicle is only used within Washington State;
- Vehicle is only used to the capacity established by manufacture guidelines; They may be no more people allowed in the vehicle that available seat belts or load capacity of the vehicle, whichever is lower;
- Vehicle is brought in for routine maintenance, when requested by Pierce Transit. No one other than Pierce Transit may perform mechanical work on the vehicle without Pierce Transit's expressed permission;
- Report any vehicle accidents, passenger injuries, or vehicle damage within 24 hours to Pierce Transit;
- Pierce Transit is notified of any potential mechanical defects as soon as reasonable under the circumstances.

4. HOLD HARMLESS BY THE PARTY

The Party shall hold harmless and defend Pierce Transit, its officers, directors, agents, servants, employees, or representatives harmless from any and all claims or losses, including but not limited to death, bodily injury or property damage, together with attorney fees and court costs, resulting

from the Party's use of the vehicle. The Party agrees that it is fully responsible for the acts and omissions of its own employees and agents.

5. INSURANCE REQUIREMENTS OF PIERCE TRANSIT

Pierce Transit will maintain auto physical damage coverage on the vehicle at its own expense. Pierce Transit may ask for contribution to the deductible for any auto physical damage loss associated with the vehicle while it was in the care, custody or control of the Service Provider. Such an amount, if any, is indicated in Section 7 of this agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes West Pierce Fire & Rescue's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated the waiver.

6. INSURANCE REQUIREMENTS OF PARTY

The Party agrees to provide the following insurance coverage:

- Commercial general liability insurance (or its equivalent).
- Business auto liability for non-owned automobiles.
- Workers compensation coverage as required by the industrial insurance laws of State of Washington.

The Party's insurance requirements (above) may be fulfilled by the Party's membership and coverage in municipal risk pool or via self-insurance as is allowed under RCW 48.62.

Party shall promptly provide a certificate of insurance or any other form of adequate proof of the required insurance coverage under this Agreement. Party will immediately notify Pierce Transit of any lapses in coverage.

7. DEDUCTIBLE AND CONDITIONAL LIMIT OF LIABILITY

The Party will be solely responsible for the first \$25,000 per occurrence for repairs to the vehicle(s), whether caused by comprehensive or collision-type perils.

8. OBLIGATIONS IN EVENT OF CLAIM OR LOSS

In the event of a claim or loss against the Party, the Party shall promptly notify the Transit Agency and jointly, their own business auto liability insurance carrier. It will be the Transit Agency's responsibility to provide notice to WSTIP in the event of damage to the vehicle provided under this Agreement. The Service Provider is obligated to cooperate in the investigation, defense or settlement of any claim or lawsuit associated with this Agreement.

9. COMPLIANCE WITH LAWS

The parties to this Agreement shall comply with all local, state, and federal Laws, rules, and regulations.

10. MEDIATION AND ARBITRATION

In the event of a dispute between Pierce Transit and Service Provider with respect to this Agreement, the parties shall be obliged to first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the parties do not reach such agreement, through the Washington Arbitration and Mediation Service (WAMS) in Seattle, in accordance with WAMS' applicable rules. Each party will bear its own costs and fees for mediation, including one half of the mediation service provider cost. If the parties cannot come to resolution through mediation, the parties shall submit to binding arbitration

on terms and conditions agreed to in writing or, in the event the parties do not reach such agreement, through WAMS, with fees and costs awarded to the prevailing party as determined by the arbitrator.

11. NO ASSIGNMENT

This Agreement may not be assigned or transferred to a third party.

12. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Pierce Transit or the Party.

13. TERMINATION

Party may terminate this Agreement at any time by giving reasonable notice to Pierce Transit to coordinate the transfer of the vehicle back to Pierce Transit. Pierce Transit may terminate this Agreement at any time that it determines it is in the best interest of Pierce Transit and shall give reasonable notice to Party to allow for transfer of vehicle back to Pierce Transit. Upon termination, the vehicle associated with this Agreement shall be returned immediately to Pierce Transit in the same condition as existed when Party first took possession of the vehicle, less normal wear and tear.

14. EXECUTION AND ADMINISTRATION OF THE AGREEMENT

Vehicle Use Agreements with Government Agencies are subject to the Interlocal Cooperation Act, RCW 39.34 and shall be approved by their respective governing bodies. No modification or amendment of this contract shall be effective unless in writing and signed by authorized representatives of the parties after approval by their respective governing body.

The Chief Executive Officer, and at his or her discretion, may delegate a Contract Administration to facilitate the requirements of this agreement and the vehicle transfer/loan process.

The Party appoints Jim Sharp, or designee, for the purpose of administering this Agreement.

15. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

16. SIGNATURES

The Parties affirm the individuals signing this Agreement have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Agreement.

Dated this ___ of December 2021.

Dated this ___ of December 2021.

PIERCE TRANSIT

WEST PIERCE FIRE AND RESCUE

Signature of Pierce Transit Signatory

Signature of Party Signatory

Mike Griffus

Printed Name of Pierce Transit Signatory

Jim Sharp

Printed Name of Party Signatory

Chief Executive Officer

Title of Pierce Transit Signatory

Fire Chief, WPF&R

Title of Party Signatory

TITLE: Authority to Execute a Contract No. 1341 with PC Specialists, Inc., dba Technology Integration Group (TIG) to Purchase 147 CradlePoint Routers with a Six (6) Year NetCloud Mobile Performance Essentials Plan

DIVISION: Finance

SUBMITTED BY: Christian Handsaker, IT Supervisor

RELATED ACTION: N/A

[Click here to enter text.](#)

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: 603 - Network Infrastructure Replacement 2021

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 285,258.21	This is a part of the larger Network Infrastructure Replacement 2021 Project with a total project budget of \$760,000.
Grant/Other Amounts	\$	
Total Expenditure	\$ 285,258.21	

BACKGROUND:

Pierce Transit issued a Request for Bid published on November 18, 2021 and received six (6) responsive bids on the bid due date of November 29, 2021. PC Specialists, Inc., dba Technology Integration Group (TIG) was determined to be the low responsible bidder.

Pierce Transit first begin installing cell capable network devices otherwise known as mobile access routers (MARS) on transit vehicles in 2016 to support remote viewing of cameras. Since then, these routers have become an essential part of several systems including reporting on time performance and vehicle tracking. In 2022, they will also be used for voice communications and to support ORCA transactions.

The first models of the mobile routers that were purchased to support the Apollo video system are over five years old and have reached their end of life. We have chosen a newer comparable model that will support our fleet for the next six years with technologies like WiFi 6 and 5G capable modems along with software licenses that allows staff to manage them remotely from a cloud platform called NetCloud. This model easily integrates with our current systems and have been qualified with the upcoming projects for next generation ORCA and our next CAD/AVL system scheduled to go-live in 2022.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute Contract No. 1341 with PC Specialists, Inc., dba Technology Integration Group (TIG) for the purchase of one hundred and forty-seven (147) CradlePoint Routers and a Six (6) Year NetCloud Mobile Performance Essentials Plan.

ALTERNATIVES:

1. Do not procure the routers. In this case the existing routers would no longer have active management licensing and Pierce Transit would no longer be able to make configuration changes and provide support for next generation ORCA or the new CAD/AVL project. After the legacy systems are retired in 2022, Pierce Transit buses and Operators would not be able to communicate with the base or accept payment with ORCA cards. These devices provide the network backbone for many strategic systems and not procuring them would drastically impair fleet management.
2. Procure a model that is not qualified with our current and planned new systems. Pierce Transit would need to undertake the time consuming and costly endeavor of qualifying the product with our current systems and all new systems scheduled to be deployed. This will delay delivery of strategic projects such as next generation ORCA and the new CAD/AVL system and incur additional costs associated with the delay. The proposed CradlePoint router is very cost competitive and meets the agency needs.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute Contract No. 1341 with PC Specialists, Inc., dba Technology Integration Group (TIG) to purchase 147 CradlePoint Routers with a six-year NetCloud Mobile Performance Essentials Plan for a total not to exceed amount of \$285,258.21.

TITLE: Authorizing the Chief Executive Officer to Accept the Special Needs Consolidated Grant Awarded by WSDOT to Expand Microtransit Services in the Spanaway-Midland-Parkland Areas

DIVISION: Planning & Community Development

SUBMITTED BY: Duane Wakan, Senior Planner

RELATED ACTION: N/A

ATTACHMENTS: Exhibit A, Spanaway Runner Zones

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Microtransit Grant Award Acceptance

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 295,770	Accept Consolidated Special Needs Grant (Spanaway Runner) <ul style="list-style-type: none">• 2021-2023 & 2023-2025 Biennia• Grant Award \$591,540 + \$295,770 (50% Local Match)
Regional Mobility Grant	\$ 591,540	

BACKGROUND:

The action requested by the Board on this matter is procedural in nature in that the agency is required to formally accept the grant funds before proceeding with the Spanaway Runner project. At the August 9, 2021 Board of Commissioners meeting, the Board received an overview of microtransit on demand services and an overview of the Pierce Transit Runner Network that includes the following zones: 1) Ruston Runner; 2) Joint-Base Lewis McChord Runner; 3) Tideflats Runner; and 4) Spanaway-Parkland-Midland Runner. The Spanaway Runner is the last leg to complete the Runner Zones.

Staff sought grant funds through a WSDOT sponsored grant programs to serve the Spanaway-Midland-Parkland areas with on-demand microtransit zones. This area responded very positively to a fully subsidized Lyft microtransit service offered during the Mobility on Demand (MOD) Sandbox project trial in 2018. In addition, the Spanaway Runner could potentially serve 15.8k households, 9.9k jobs, 47k patrons, of which 43% are non-White or of Hispanic origin. Other key demographics include 28% at or below 200% poverty levels, a high percent of Senior 65+ and persons under 17

years (36%), while 15% of the population that lives with a disability. Staff will work with local employers and partners to help promote the service in Q1 of 2022.

Microtransit services are trending nationally as a legitimate form of on demand public transportation to areas with limited fixed-route opportunities. If microtransit on demand services proves to be successful, Pierce Transit would plan to permanently operationalize these services in the future.

STAFF RECOMMENDATIONS:

1. Staff recommends authorizing the Chief Executive Officer to accept the Consolidated Special Needs Grant (Spanaway Runner).

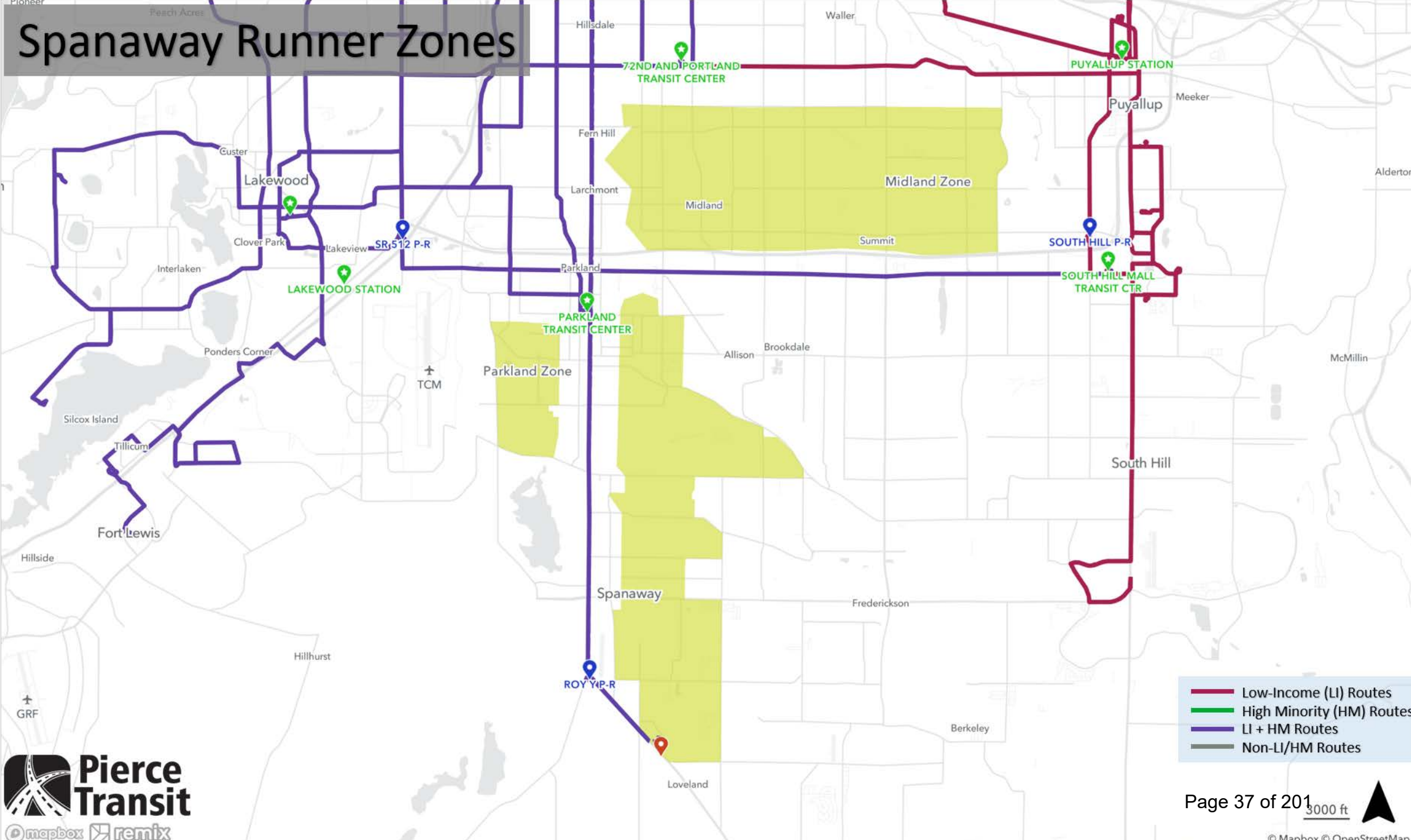
ALTERNATIVES:

Do not authorize the Chief Executive Officer to accept the Regional Consolidated Special needs grant award. This is not recommended as public transit options are already limited in the Spanaway, Midland and Parkland areas.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to accept the Special Needs Consolidated Grant awarded by WSDOT to expand microtransit services to additional zones, such as in the Spanaway-Midland-Parkland area.

Spanaway Runner Zones



Spanaway Runner Zones

Emergency Services

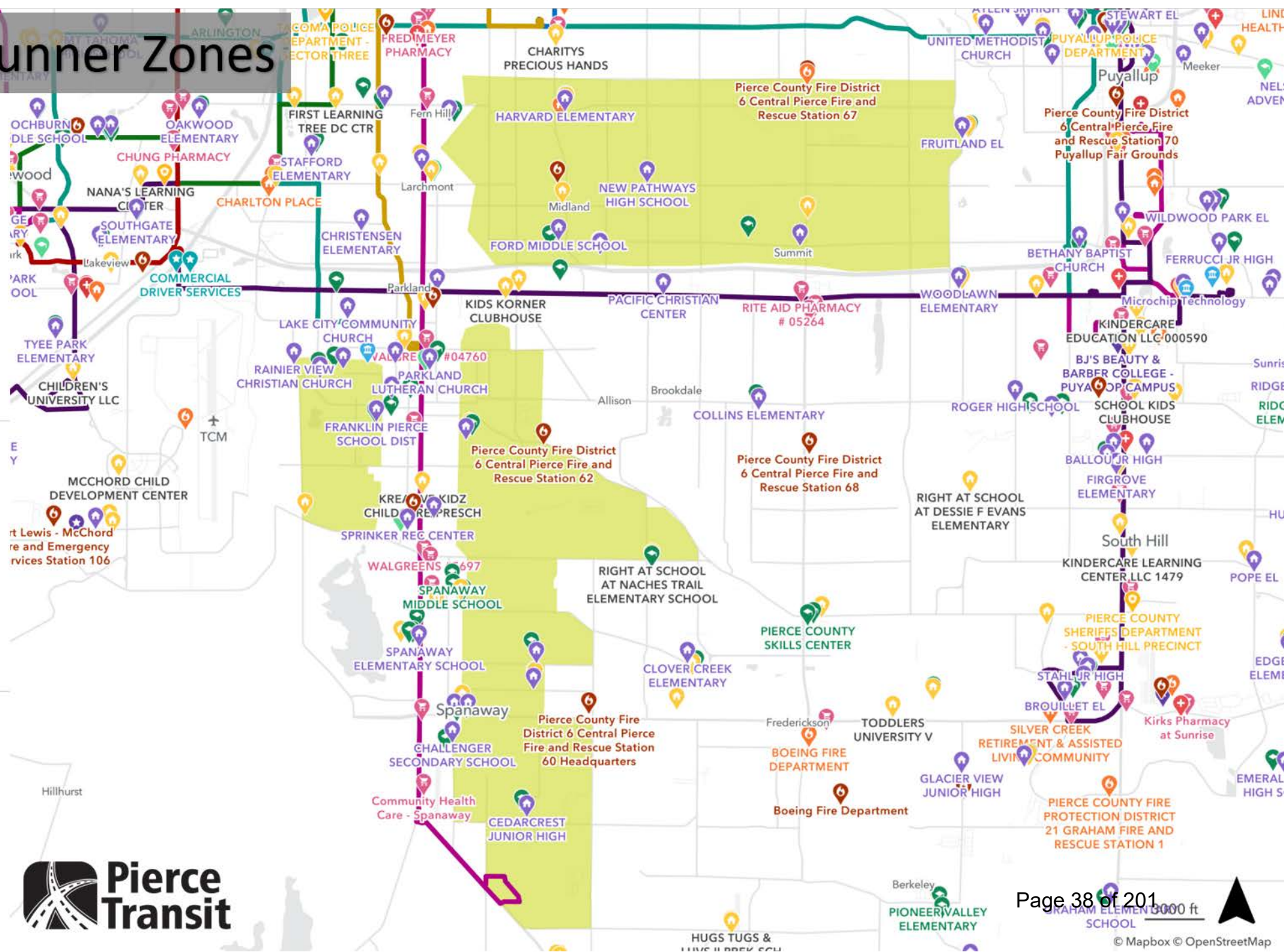
- American Red Cross
- EMS Station
- Fire Station
- Fire & EMS Station
- Local Law Enforcement
- National Shelter System Facility
- Local Emergency Operations Center
- State Emergency Operation Center

Schools

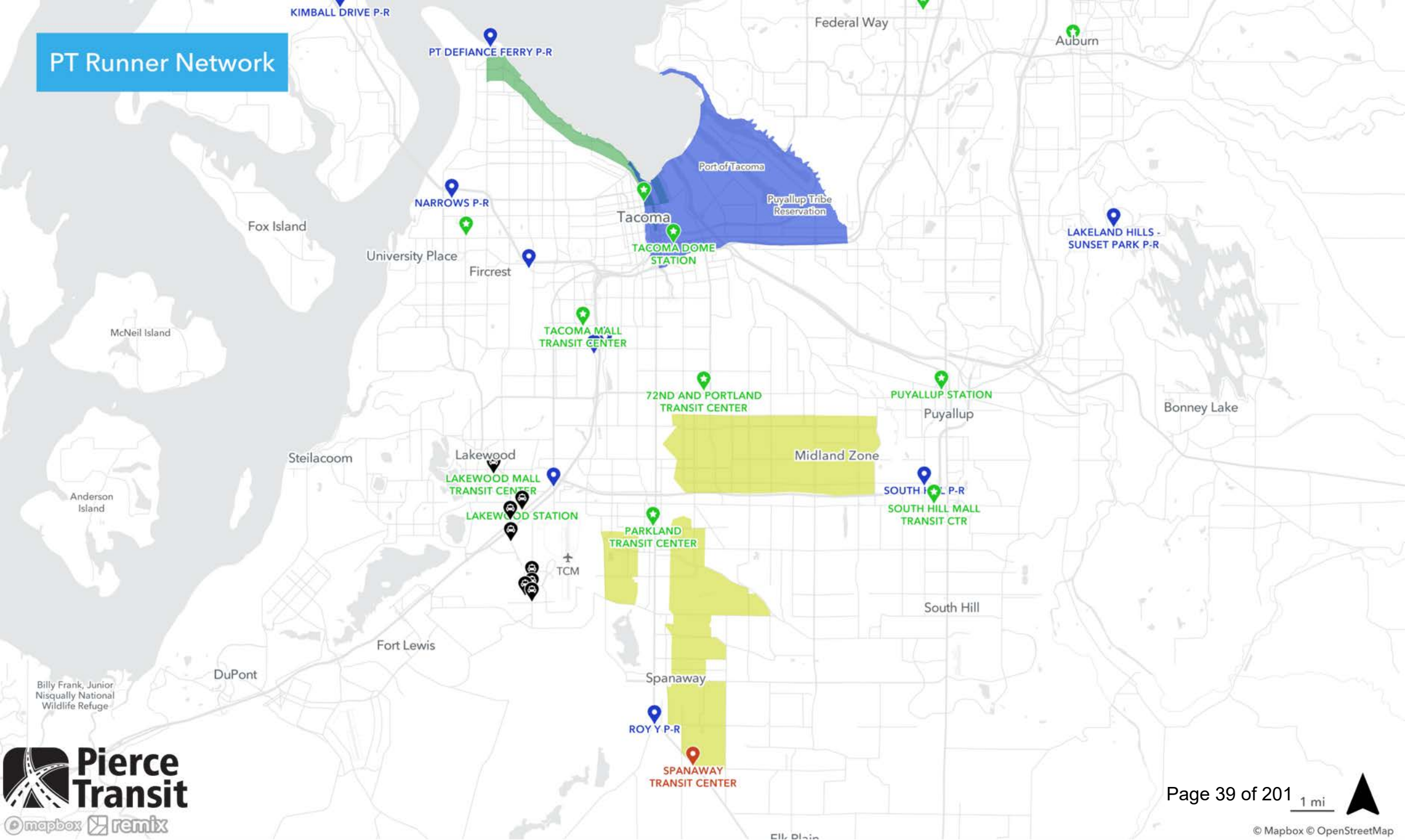
- Child Care Center
- Public School
- Private School
- College / University
- Supplemental College
- Truck Driving School

Health Facilities

- Hospital
- Urgent Care Facility
- Veterans Health Medical Facility
- Pharmacy
- Public Health Department
- Nursing Home



PT Runner Network





Action Agenda

TITLE: Adoption of Annual Budget for Fiscal Year 2022

DIVISION: Finance

SUBMITTED BY: Brett Freshwaters, Executive Director of Finance & IT (CFO)

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution
Exhibit A, proposed 2022 Budget

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

2022 Budget Appropriations

Operating Budget	Expenditures	Resources
Operating	\$ 154,380,928	\$ 61,065,537
Non-Operating	1,143,054	132,703,595
Operating Contributions	-	2,966,320
Operating Transfers	61,510,479	-
Use of Reserves	-	20,299,009
	<u>\$ 217,034,461</u>	<u>\$ 217,034,461</u>
Capital Budget		
Operating	\$ 285,133,952	\$ 175,847,501
Operating Transfers	-	59,412,378
Use of Reserves	-	49,874,073
	<u>\$ 285,133,952</u>	<u>\$ 285,133,952</u>
Insurance Budget		
Operating	\$ 2,540,000	\$ 16,000
Operating Transfers	-	2,098,101
Use of Reserves	-	425,899
	<u>\$ 2,540,000</u>	<u>\$ 2,540,000</u>
Total Appropriations	504,708,413	504,708,413
Less Operating Transfers	<u>(61,510,479)</u>	<u>(61,510,479)</u>
Net Budget	<u>\$ 443,197,934</u>	<u>\$ 443,197,934</u>

BACKGROUND:

The 2022 Budget is ready for adoption. It has been submitted and reviewed at the Board of Commissioner's Study Session on 09/30/2021 and Public Hearing on 11/08/2021.

The budget is balanced, sustainable, and meets Board-adopted reserve requirements. The Agency's budget is \$504,708,412. Of this amount, \$61,510,479 represents internal transfers, leaving a net budget of \$443,197,934. The three components that make up this amount are the Operating Budget (43%), Capital Budget (56%), and Insurance Budget (1%).

The budget includes Pierce Transit fixed route service hours totaling 500,000. SHUTTLE hours are budgeted at 161,848. Vanpool service hours are budgeted at 80,000. Pierce Transit anticipates providing 334,217 service hours for Sound Transit Regional Transit Service.

To provide the projected levels of service, the 2022 Budget includes 981 positions and 960 full-time equivalent employees (FTEs). 31 new positions are offset by 10 position reductions for a net increase of 21 positions. The budget has a wage increase pool of 4.1%, this includes eligible step and COLA increases for represented employees, per the terms of the applicable collective bargaining agreements and eligible step and general wage adjustments in January for non-represented employees.

Capital projects for 2022 are budgeted at \$285,133,952. Approved but unspent projects are carried over to the following budget year. The 2022 budget contains \$80,045,651 of prior year budgeted funds (carryover). Included are funds for vehicles, facilities, technology, and administrative and maintenance equipment.

The insurance budget of \$2,540,000 includes workers' compensation costs of \$2,340,000 and unemployment costs of \$200,000.

STAFF RECOMMENDATION:

Authorize adoption of the Annual Budget for fiscal year 2022 as presented at the December 13, 2021 Board of Commissioners' Study Session and Public Hearing.

ALTERNATIVES:

Modify the budget. The Board may at any time throughout the budget year make modifications to the budget.

PROPOSED MOTION:

Move to: Approve Resolution No. 2021-018, adopting the Annual Budget for Fiscal Year 2022 with attendant wage adjustments and approval of 981 positions as presented in Exhibit A.

RESOLUTION NO. 2021-018

A RESOLUTION of the Board of Commissioners of Pierce Transit to Adopt the Annual Budget for
Fiscal Year 2022

WHEREAS, the Chief Executive Officer has prepared a preliminary budget for fiscal year 2022; and

WHEREAS, the Board of Commissioners of Pierce Transit has reviewed the preliminary budget at its
September 30, 2021 Special Study Session Meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit held a public hearing on the preliminary
budget at its November 8, 2021 meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has now determined that the preliminary
budget provides for the efficient and effective delivery of public transportation services within the financial
capacity of Pierce Transit for 2022; and

WHEREAS, the Budget proposes service to provide 1,076,064 service hours for fixed route, SHUTTLE,
Vanpool and Sound Transit services, requiring a workforce of 981 positions; and

WHEREAS, Pierce Transit seeks to be an employer of choice in Pierce County and a general wage
adjustment for non-represented employees should assist in hiring and retention of quality employees; and

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

Section 1. The Board of Commissioners authorizes the annual budget for Pierce Transit for Fiscal
Year 2022 as presented in Exhibit A, which was reviewed by the Board of Commissioners in its final form
and content, and which is hereby adopted as the annual budget for Pierce Transit for Fiscal Year 2022.

Section 2. The summary of the total estimated expenditures and resources for the appropriations
are as follows:

	Expenditures	Resources
Appropriation before use of Fund Balance	\$ 504,708,413	\$ 434,109,432
Use of Reserves	\$ -	\$ 70,598,981
Total Appropriation	<u>\$ 504,708,413</u>	<u>\$ 504,708,413</u>
Less Operating Transfers	<u>\$ (61,510,479)</u>	<u>\$ (61,510,479)</u>
Net Budget	<u>\$ 443,197,934</u>	<u>\$ 443,197,934</u>

1
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Section 3. The Chief Executive Officer is hereby authorized to staff up to 981 positions.

1 Section 4. The Board affirms continuing the Classification and Compensation Program for Non-
2 Represented positions with an annual step increase adjustment.

3 Section 5. A General Wage Adjustment of 3.0% effective January 1, 2022 is hereby authorized for
4 non-represented employees.

5 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
6 the 13th day of December 2021.

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PIERCE TRANSIT

Marty Campbell, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

Pierce Transit

Lakewood, Washington

2022 Budget



"Connecting You with Life"



Mission Statement

Pierce Transit improves people's quality of life by providing safe, reliable, innovative and useful transportation services that are locally based and regionally connected.

Strategic Priorities

Customer: *Provide transportation services that meet our current and potential customers' needs.*

Internal: *Develop a culture which fosters safety, collaboration, data-driven decisions and innovation.*

Financial: *Act with financial accountability and transparency as stewards of the public trust.*

Employee: *Attract, cultivate, and maintain an engaged workforce.*



2022 PRELIMINARY BUDGET

Fiscal Year January 1, 2022 through December 31, 2022

MIKE GRIFFUS, Chief Executive Officer

Prepared By
The Finance Division

BRETT FRESHWATERS, Executive Director of Finance, CFO

LISA MCVAY, Budget Supervisor

JULIE STUTZKE, Budget Coordinator

For budget and other information about Pierce Transit visit PierceTransit.org



2022 PRELIMINARY BUDGET TABLE OF CONTENTS

*Information is available on Pierce
Transit's website:*

PierceTransit.org

*Or contact the Pierce Transit Budget
Office:*

*Lisa McVay – 253.581.8123 or
lmcvay@piercetransit.org*

*Julie Stutzke – 253.983.3422 or
jstutzke@piercetransit.org*

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*This section includes Pierce Transit
Board of Commissioners,
Organizational Chart, and the
Budget Message.*

2022 Preliminary Budget Introduction



BOARD OF COMMISSIONERS

Pierce Transit is a separate municipal corporation, not part of the City of Tacoma or Pierce County.

Pierce Transit is governed by a nine-member Board. The Board is comprised of elected officials representing Pierce County, Tacoma, Lakewood, Puyallup, University Place and the smaller cities and towns in Pierce County. The governance structure allows for a tenth, non-voting union representative; however, this right is currently not being exercised and the position is vacant.



**Commissioner
Marty Campbell
Chair**
**Pierce County Council
Representing Pierce
County**



**Commissioner
Kristina Walker
Vice Chair**
**Tacoma City Council
Representing Tacoma**



**Commissioner
Chris Beale**
**Tacoma City Council
Representing Tacoma**



**Commissioner
Kent Keel**
**University Place City
Council
Representing
University Place and
Fircrest**



**Commissioner
Ryan Mello**
**Pierce County Council
Representing Pierce
County**



**Commissioner
John Palmer**
**Deputy Mayor of
Puyallup
Representing Puyallup
and Edgewood**



**Commissioner
Kim Roscoe**
**Mayor of Fife
Representing Fife,
Milton, Pacific,
Auburn, Ruston,
Steilacoom and Gig
Harbor**



**Commissioner
Jason Whalen**
**Deputy Mayor of
Lakewood
Representing
Lakewood**



**Commissioner
Victoria Woodards**
**Mayor of Tacoma
Representing Tacoma**

**Vacant
Non-Voting Union
Representative**



2022 ORGANIZATIONAL CHART

CITIZENS OF PIERCE COUNTY

BOARD OF COMMISSIONERS

CHIEF EXECUTIVE OFFICER

Mike Griffus

CLERK OF THE BOARD/
PUBLIC RECORDS OFFICER

EXECUTIVE DIVISION

Mike Griffus
Chief Executive Officer

Division Admin
Communications

ADMINISTRATION DIVISION

Amy Cleveland
Executive Director

Division Admin
Human Resources
 Human Resources
 Recruitment
Labor Relations
Workforce Development
 Workforce Development
 Administrative Services
Risk Management

FINANCE DIVISION

Brett Freshwaters
Executive Director

Division Admin
Finance
 Accounting
 Revenue Accounting
Budget & Analytics
 Budgeting
 Data Analytics
Information Technology
Purchasing
Project Management

MAINTENANCE DIVISION

Adam Davis
Interim Executive Director

Division Admin
Maintenance Training
Facilities
Fleet Maintenance
 Department Admin
 Automotive
 Bus Repair
Warehousing
Radio Program
 Department Admin
 Bus Radio Systems

PLANNING & COMMUNITY DEVELOPMENT DIVISION

Ryan Wheaton
Executive Director

Division Admin
Marketing
Transit Development
 Department Admin
 Capital Planning
Planning
 Service Planning Admin
 Bus Stop Program
 Planning
 Scheduling
Community Development
 Department Admin
 Business Support
 Sales & Outreach

SERVICE DELIVERY & SUPPORT DIVISION

Dena Withrow
Interim Executive Director

Division Admin
Safety
Public Safety
 Department Admin
 Physical Security
 Public Safety Records
 Transit Police
 Uniform Security
Transportation Operations
 Department Admin
 Operations Admin
 Operations Dispatch
 Operations
 Paratransit Operations
The Training Department
Service Support
 Service Support Admin
 Service Support Operations
 Customer Service
Specialized Transportation
 Department Admin
 Paratransit Customer Service
ADA



2022 BUDGET MESSAGE



December 13, 2022

TO: Pierce Transit Board of Commissioners, Citizens and Employees

FROM: Mike Griffus, Chief Executive Officer

I am pleased to present the 2022 Budget for your review and consideration. We successfully weathered the COVID storm in 2020 and continued our recovery in 2021. Many of us expected that COVID would be tamed by the end of 2021 and that we would be able to focus on restoring service and bringing riders back to our system. However, we still have lingering COVID-related challenges ahead of us that we must address in this budget, including:

- Safely bringing riders back to our system.
- Continued reduced fare collections.
- Recruiting for vacant positions, particularly Operators.
- Continuing to take precautions to prevent COVID spread and provide a safe workplace for employees.
- Accounting for higher prices and materials shortages, in both construction projects and operations.

I am extremely proud of the entire Pierce Transit workforce. Our employees' dedication to serving the public is a major force that keeps Pierce Transit moving forward and will allow us to come out the other side of the pandemic even stronger.

Economic Condition and Outlook

Pierce Transit's annual budget planning process examines its programs, service and financial operations, along with various economic forecasts, to develop an overall financial outlook. The pandemic caused a sudden and severe downturn in the economy and revenue collections in 2020, but significant recovery occurred in 2021 and signs point to continued recovery into 2022.



2022 BUDGET MESSAGE



Local economic conditions and retail spending play major roles in the generation of sales tax revenue, which is Pierce Transit's primary source of operating revenue. While economic expansion halted abruptly in March 2020, swift distribution of government pandemic funds contributed to a quick spending recovery. Two subsequent rounds of recovery funds have kept the economy humming. Continued stock market growth in turn spurs spending on consumable goods. Many pandemic closures and travel restrictions were lifted in Spring 2021, boosting the travel, entertainment and restaurant industries.

The Puget Sound region has been one of the fastest-growing metropolitan areas in the U.S. Locally, residents continue to move into Pierce County due to higher housing prices in King County and employment growth has picked up following hiring freezes in 2020.

While many COVID-induced restrictions have come to an end, uncertainty exists with the rapid rise of the Delta variant. Specific areas of concern include employment numbers that are below pre-pandemic levels and supply chain issues caused by staffing shortages that have led to delays in construction projects and increasing prices. On the bright side for revenue, increasing wages should spur higher spending. However, even though wages are increasing, overall personal income is expected to decrease by 1.7% in 2022, largely due to the end of COVID-recovery programs. Employment is expected to increase in 2022, but new housing permits are expected to decrease. With these types of mixed signals, the outlook remains a bit uncertain. However, with many drivers of retail sales increasing significantly in the second half of 2021, we should see modest growth in Pierce Transit's sales tax revenue next year.

Budget Summary

Given that there is still some uncertainty around the economy in 2021, our team's goal was to build a draft 2022 budget that allows us to increase our local service to pre-pandemic levels if conditions progress as anticipated. The budget before you achieves that goal. The 2022 budgeted expenditures for all funds are approximately \$443 million, balanced by expected revenues and reserves. Sales tax will contribute 73% of



2022 BUDGET MESSAGE



total budgeted operating revenues in 2022 (excluding the revenue from our contract to provide Sound Transit regional service) and is expected to generate \$105 million in revenue. While sales tax collections are projected to increase above 2021 levels, uncertainty exists around future collections. Therefore, the six-year plan shows modest 3.5% annual increases, well below our historical average annual increase of 5% and below the Puget Sound Forecaster average of about 4%. While costs continue to escalate faster than prior years, employees will focus their efforts on improving productivity, reducing costs and obtaining grants for service and projects. Operating expenditures are increasing by 10.9% over projected 2021 levels, due primarily to filling vacant positions with an eye toward restoring service back to 100% of pre-COVID levels. The budget includes 960 FTEs (981 positions). Pierce Transit fixed route service hours for 2022 are planned to increase to 500,000.

The Six-Year Financial Plan is sustainable for operations. Reserves and operating transfers will be used over the next six years to provide capital infrastructure that supports service plans. Additional grants and/or other funding sources will be required to fully implement the planned capital program, particularly the Maintenance and Operations Base Improvements and Bus Rapid Transit projects. Reserves comply with required levels established by the Board of Commissioners. As recently experienced, reserves provide the ability to deal with adverse economic conditions, emergencies, and exposure to casualty and legal risks. The agency has no long-term debt.

The 2022 budget includes several initiatives that are direct outcomes of the Strategic Plan, including placing a strong emphasis on safety, building collaborative partnerships, using data-driven analysis and providing innovative customer service and mobility options. Our goal with this budget and throughout the six-year plan framework is to continue building on our solid foundation to provide an improved public transportation system that meets the needs of our communities. I believe this budget fully meets our agency's mission: Pierce Transit improves people's quality of life by providing safe, reliable, innovative and useful transportation services that are locally based and regionally connected.



2022 BUDGET MESSAGE



I would like to thank the Pierce Transit Finance and Budget professionals for their thoughtful preparation of the agency's 2022 Budget. The budget provides a plan that allows Pierce Transit to serve its communities not only in 2022, but well into the future.

I also thank the Pierce Transit Board of Commissioners for their commitment to public transit in our communities.

Mike Griffus

Mike Griffus, Chief Executive Officer



2022 BUDGET MESSAGE

In brief:

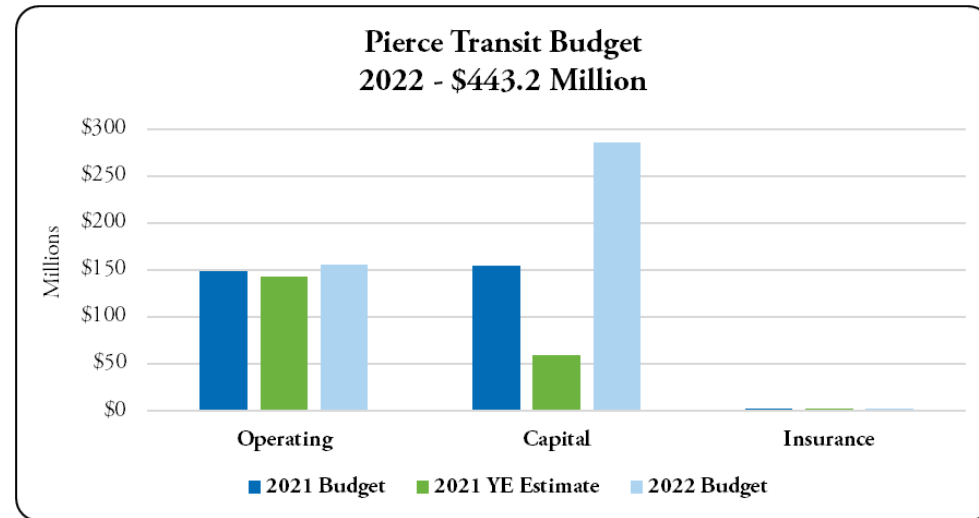
The 2022 preliminary net expenditure budget totals \$443,197,934. This total excludes transfers between funds and balances.

The Board of Commissioners appropriates all funds. The fund structure in the budget is the same as the audited financial statements. Pierce Transit is a single enterprise that uses the same accrual method of accounting as a private enterprise.

The budget is distributed across three major categories: Operating, Capital, and Insurance. These are treated as separate funds for budget purposes.

The operating budget finances the day-to-day operations of the Agency and provides transfers to support capital and insurance needs. The capital budget contains revenues and expenditures associated with capital acquisitions. The self-insurance budget is maintained for workers' compensation and unemployment.

Agency Budget Summary



The operating budget is the primary budget of the Agency. It includes revenue from fares, advertising, reimbursement from Sound Transit for regional service, sales tax, interest, other, and operating contributions. The operating budget expenditure categories include wages, benefits, maintenance and operating costs, non-operating expenditures, and transfers to the capital and insurance funds.

The capital budget revenues include federal and state grants, Sound Transit funding, interest earnings, and transfers from the operating fund. Capital budget expenditures include replacement vehicles, facilities, and maintenance equipment.

The self-insurance budget for self-insurance programs includes projected revenues for interest earnings on the insurance fund balance and transfers from the operating fund. Insurance expenditures include costs associated with workers' compensation benefits and unemployment insurance.

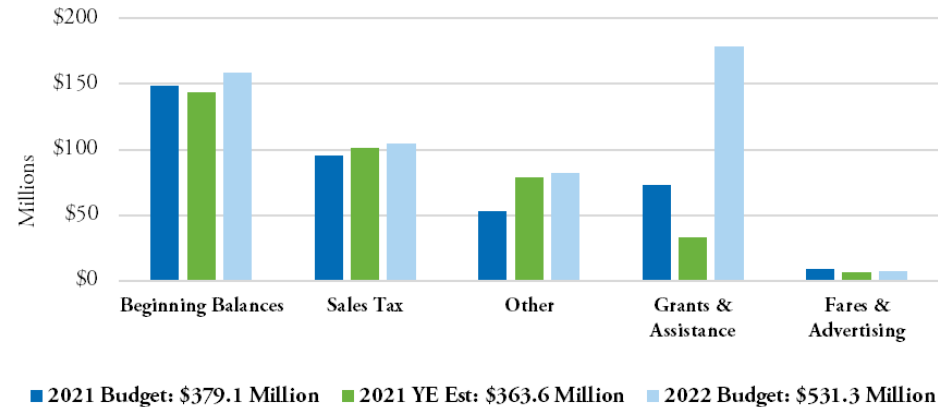
2022 BUDGET MESSAGE

In brief:

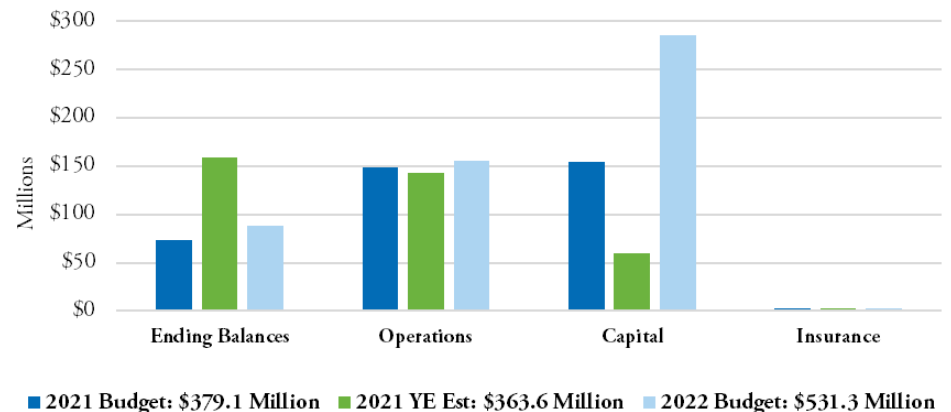
The Agency Source of Available Funds includes beginning balances and is shown on the following chart. Sales tax revenue is projected to moderately grow. Grants & Assistance is increasing based on timing of receipts and increases in capital project funding. The other categories remain fairly flat.

Use of Available Funds includes ending balances and is shown on the following chart. Ending balances include required reserves and fluctuate based on expenditures. Operating and Insurance expenditures are fairly flat. Capital expenditures include carryover funds for capital projects from the prior year.

Source of Available Funds



Use of Available Funds





2022 BUDGET MESSAGE

Operating Budget

The 2022 operating revenues of \$196,735,452 support the operating expenditures of \$154,380,928, non-operating expenditures of \$1,143,054 and operating transfers of \$61,510,479. Operating transfers support the self-insurance and capital programs and fluctuate from year to year depending on capital and self-insurance needs. The net change in reserves is a decrease of \$20,299,009. Reserves beyond the required amount will be utilized over the next six years to fund capital projects.

The operating budget revenue for 2022 is increasing by 3.9% and operating expenditures are increasing 10.9% from the 2021 Year-End Estimate.

	<u>2021 YE Estimate</u>	<u>2022 Budget</u>	<u>Year-End Estimate to Budget Change</u>	
			<u>\$ Change</u>	<u>% Change</u>
Operating Revenues	\$ 189,261,800	\$ 196,735,452	\$ 7,473,652	3.9%
Operating Expenditures	(139,240,723)	(154,380,928)	(15,140,205)	10.9%
	50,021,077	42,354,524	(7,666,553)	-15.3%
Non-Operating Expenditures	(4,056,296)	(1,143,054)	2,913,242	-71.8%
Operating Transfers	(20,647,692)	(61,510,479)	(40,862,787)	197.9%
Net Change - Reserves	\$ 25,317,089	\$ (20,299,009)	\$ (45,616,098)	-180.2%

2022 Non-Operating Expenditures are a payment of \$1,143,054 for Pierce County Agreement grant exchange funds.



2022 BUDGET MESSAGE

In brief:

Operating Revenues include both Operating Income such as fares, and Non-Operating Income such as sales tax received to pay for ongoing transportation operations.

Operating Revenues

The type of revenue and percent change from 2021 Year-End Estimate are included in the table below.

	<u>2021 YE Estimate</u>	<u>2022 Budget</u>	<u>Year-End Estimate to Budget Change</u>	
			<u>\$ Change</u>	<u>% Change</u>
Operating Income				
Fares	\$ 5,895,776	\$ 6,747,477	\$ 851,701	14.4%
Advertising	500,000	500,000	-	0.0%
Regional Transit Service	46,146,584	53,818,060	7,671,475	16.6%
Non-Operating Income				
Sales Tax	100,919,402	104,956,178	4,036,776	4.0%
Miscellaneous (Interest & Other)	32,721,946	27,747,417	(4,974,529)	-15.2%
Operating Contributions	3,078,091	2,966,320	(111,771)	-3.6%
	<u>\$ 189,261,800</u>	<u>\$ 196,735,452</u>	<u>\$ 7,473,652</u>	<u>3.9%</u>

Fares – Revenues are estimated based on ridership and average fare per boarding projections. The average fare per boarding is expected to be \$0.97 per fixed route boarding. Average fare per boarding varies due to factors such as number of boardings and the percentage of boardings by fare type and category. There is no projected fare increase included in the 2022 Budget. The last adult fare increase was November 2010. The current Adult Fare for Local PT Service (one-ride) is \$2.00 or a Local PT Service All Day Pass is \$5.00. The current Discounted Fare for Local PT Service (one-ride) is \$1.00 or a Local PT Service All Day Pass is \$2.50.

Advertising – The advertising budget reflects the minimum contractual agreement rate which may be exceeded based on demand and the number of buses in service available for ads.



2022 BUDGET MESSAGE

Sound Transit – Regional Transit Service budgeted revenue totals \$53,818,060 in 2022 a 16.6% increase from 2021 Year-End Estimate. Pierce Transit is under contract with Sound Transit to provide regional express transit services. Sound Transit reimburses Pierce Transit for the cost of operating its service. For 2022, Sound Transit is increasing service hours 8.0% from 309,334 to 334,217. Sound Transit also reimburses for their share of costs associated with security, liability insurance, special services for operating Tacoma Dome Station.

Sales Tax – Sales tax projections are based on economic conditions and analysis of activity in the jurisdictions in the Public Transportation Benefit Area (PTBA). Consumer spending plays a major role in the generation of sales tax revenue which is Pierce Transit's primary operating revenue source. Sales tax represents 73.4% of the operating budget revenue excluding Sound Transit. In 2022, sales tax is expected to total \$104,956,178, a 4.0% increase over the 2021 Year-End Estimate and in line with current growth trends.

Miscellaneous – Includes miscellaneous revenues such as interest, advertising and insurance recoveries. One-time Federal contributions such as Coronavirus Aid, Relief, and Economic Security 2020 (CARES), Coronavirus Response and Relief Supplemental Appropriations Act 2021 (CRRSAA) and American Rescue Plan Act 2022 (ARPA) are included in miscellaneous

Operating Contributions – Operating Contributions are funds from partnering agencies. They include Pierce County for Commute Trip Reduction (CTR) and Washington State Department of Transportation Special Needs Operations. Pierce County also partners for Americans with Disabilities Act (ADA) service.



2022 BUDGET MESSAGE

In brief:

Operating Expenditures are funds paid for providing and administering transportation services including wages, benefits and Maintenance & Operations (M&O).

Non-Operating Expenditures are funds for Pierce County Agreement grant exchange funds.

Operating Expenditures

Operating expenses are projected to total \$154,380,928 a 10.9% increase from the 2021 Year-End Estimate. The larger than normal increase over year-end estimates is a result of reduced service and expenditures in 2021 due to COVID restrictions and returning to 100% pre-COVID service levels in 2022. The changes from the 2021 Year-End Estimate to the 2022 Budget are as follows:

	<u>2021 YE Estimate</u>	<u>2022 Budget</u>	<u>Year-End Estimate to Budget Change</u>	
			<u>\$ Change</u>	<u>% Change</u>
Wages	\$ 70,673,162	\$ 77,490,382	\$ 6,817,220	9.6%
Benefits	26,845,134	30,351,438	3,506,304	13.1%
M & O	41,722,427	46,539,108	4,816,681	11.5%
Total Operations	139,240,723	154,380,928	15,140,205	10.9%
Non-Operating Expenditures	4,056,296	1,143,054	(2,913,242)	-71.8%
Total	<u>\$ 143,297,019</u>	<u>\$ 155,523,982</u>	<u>\$ 12,226,963</u>	<u>8.5%</u>

Wages – The 2022 Budget includes 981 positions and 960 full-time equivalents (FTEs). The 9.6% increase in wages includes general wage adjustments and eligible step increases. The increase in wages also includes projected wages and salaries for filling vacant positions from the prior year in addition to the 21 new positions.

Represented employees are 84% of the total Agency workforce. The Master Agreement with the Amalgamated Transit Union (ATU) is currently under negotiation for the period beginning January 1, 2021. The Master Agreement with the International Association of Machinists (IAM) is for May 1, 2018 through December 31, 2021.



2022 BUDGET MESSAGE

Benefits – The increase in benefits of 13.1% or \$3,506,304 is a result of medical and dental premium increases, percentage-based benefits that increase with wages, and filling prior year vacancies and new positions.

Maintenance and Operations – The 2022 Maintenance and Operations (M&O) Budget is \$46,539,108. The expenditures support service, maintenance of equipment, and technology system needs. This is an increase of \$4,816,681 or 11.5% higher than the 2021 Year-End Estimate. The increases in expenses are impacted by the number of service hours and miles operated. The following categories represent most of the change.

Supplies – Increases include fuel, tires and parts costs.

Services – Professional services, legal services, and publicity are increasing.

Other – Purchased transportation and utilities are increasing.

Non-Operating Expenditures – 2022 Non-Operating Expenditures are for payment of \$1,143,054 for Pierce County Agreement grant exchange funds.



2022 BUDGET MESSAGE

In brief:

Pierce Transit defines the Operating Reserve Balance as reserves maintained to provide sufficient working capital and balances to finance cash flow requirements, meet unanticipated downturns in revenue, and provide funds for emergency expenditures. This balance must be maintained at a level of reserves that meets or exceeds the Agency's required reserve policy of two months of operating expenses.

Operating Reserve Balance

The 2022 budget includes operating and non-operating revenues of \$196.7 million which funds operating and non-operating expenses of \$155.5 million for 1,076,064 hours of service and contributes to the capital and insurance programs. In addition, the budget fully funds and maintains all reserve balances at levels required by the Board adopted reserve policy.

\$ in Millions

Beginning Cash	<u>\$97.9</u>
Operating & Non-Operating Revenues	\$196.7
Operating & Non-Operating Expenditures	<u>(\$155.5)</u>
Operating Margin	\$41.2
Transfer to Capital/Insurance	<u>(\$61.5)</u>
Ending Cash	\$77.6
Operating Reserves	\$25.7
Reserves for Sustainability	<u>\$51.9</u>

Operating Reserve Balance Calculation (\$ in Millions)

	<u>2021 Forecast</u>	<u>2022 Budget</u>
Projected Ending Balance	\$97.9	\$77.6
Operating Expenses	<u>143.3</u>	<u>155.5</u>
Two Months Operating Expense/Required Operating Reserve	(23.2)	(25.7)
Cash/Working Capital in Excess of Reserves	<u>\$74.7</u>	<u>\$51.9</u>



2022 BUDGET MESSAGE

In brief:

The 2022 Capital Budget is comprised of the following categories.

Revenue Vehicles – 7%

Provide customers a comfortable and reliable mode of transportation

Base Facilities – 21%

Support efficient operations of the Agency

Passenger Facilities & Amenities – 3%

Serve as the front door to the transit system

Technology – 8%

Provide infrastructure and software to improve information and services for staff and the public

Other – 61%

Maintain equipment and provide improved transportation services

A detailed project list reflecting the carryover, new allocations and grant support is in the Budget Statistics section of this document.

Capital

The Capital Budget presents the revenues and expenditures associated with capital development and acquisition. It includes funds for budgeted replacement vehicles, capital planning for the efficient use of base and passenger facilities, technology, and maintenance equipment. These items are distinguished from operating items due to their greater than \$5,000 value and longer than one year projected useful life. Capital expenses and grant reimbursements are budgeted by project. Pierce Transit budgets funds in the year in which the Agency anticipates entering into a contract for service or acquisition.

Capital projects for 2022 are budgeted at \$285,133,952. Approved but unspent projects are carried over from the prior year to the following budget year. The 2022 Budget contains \$80,045,651 of prior year budgeted funds (carryover) and \$205,088,301 in new projects. Expenditures are supported by \$175,522,501 in grant revenue primarily from the Federal Transit Administration, Sound Transit, State, and other capital assistance. Operating costs or anticipated savings associated with significant non-routine capital expenditures such as personnel, maintenance, and utility costs have been included in the operating budget.

	2022 Capital Budget Expenditures		
	Carryover	New	Total
Revenue Vehicles	\$ 6,895,372	\$ 11,446,025	\$ 18,341,397
(Bus, Vanpool and SHUTTLE replacements)			
Base Facilities	25,251,000	35,500,000	60,751,000
(Maintenance & Operations Base Improvements)			
Passenger Facilities and Amenities	3,787,615	3,717,886	7,505,501
(Spanaway Transit Center & 4 Transit Center Renewals)			
Technology	19,156,636	4,489,192	23,645,828
(Next Generation ORCA, CAD-AVL System Replacement, ADEPT Replacement, Security Systems Replacement, Network Infrastructure)			
Other	24,955,028	149,935,198	174,890,226
(Corridor Speed & Reliability Improvements, BRT, TDS Elevator)			
	\$ 80,045,651	\$ 205,088,301	\$ 285,133,952

2022 BUDGET MESSAGE

Self- Insurance

The 2022 Budget of \$2,540,000 reflects an increase of \$199,770 from the 2021 Year-End Estimate of \$2,340,230. The increase is due to projected Workers' Compensation Insurance costs.

Ending Balances

Ending balances include the required reserves for the operating, capital, and insurance funds. The Board of Commissioners reserve policy supports management decision-making by avoiding revenue-expenditure imbalances, supporting stable service delivery, and assuring funds are available for operations, self-insurance programs and planned capital acquisition during economic downturns or other unanticipated events.

Operating reserve – shall be maintained at a minimum of two months of agency operating expenditures.

Capital reserve – shall be maintained at no less than 50% of the previous three years average annual asset depreciation at any time in the Six-Year Financial Plan. At the end of the Six-Year Financial Plan, the capital reserve shall be at least 100% of the previous three years average annual asset depreciation.

Self-Insurance reserve – set at a level adequate to protect the agency from self-insurance risks, currently \$1.2 million.

Conclusion

The 2022 Budget is balanced, sustainable, and focused on strategic initiatives to meet Pierce Transit's Vision and Mission.



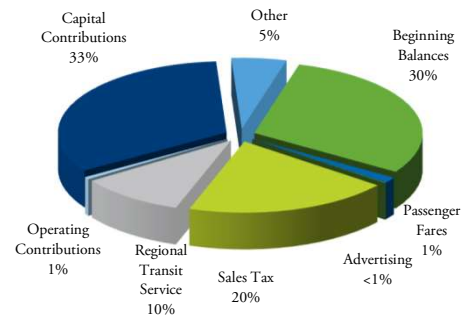
A summary of Pierce Transit's preliminary budget is displayed in the following section. The summary is designed to present an overview of the Agency's financial outlook for the coming year. It includes an overall summary followed by summaries of operating revenues and expenditures, capital, insurance, and ending balances. An agency expenditure comparison concludes this section.

2022 Preliminary Budget Summary



2022 BUDGET OVERALL SUMMARY

Revenues



REVENUES

OPERATING INCOME

Passenger Fares	\$ 6,391,850	\$ 8,677,844	\$ 5,895,776	\$ 6,747,477	14.4%
Advertising	515,512	500,000	500,000	500,000	0.0%
Regional Transit Service (Sound Transit)	48,109,519	50,814,788	46,146,584	53,818,060	16.6%

NON-OPERATING INCOME

Sales Tax	91,744,911	95,760,000	100,919,402	104,956,178	4.0%
Other	2,828,545	2,130,288	33,062,696	28,088,417	-15.0%

CONTRIBUTIONS

Operating	27,548,949	3,110,127	3,078,091	2,966,320	-3.6%
Capital	12,256,028	69,697,647	29,932,457	175,522,501	486.4%

REVENUES	189,395,314	230,690,694	219,535,007	372,598,953	69.7%
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BEGINNING BALANCES

Working Cash	54,632,474	70,656,078	72,590,542	97,907,631	34.9%
Insurance	2,976,152	3,674,096	3,615,475	1,625,899	-55.0%
Capital Reserve	57,806,824	74,091,366	67,857,434	59,174,073	-12.8%

BEGINNING BALANCES	115,415,450	148,421,540	144,063,451	158,707,603	10.2%
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TOTAL REVENUES AND BALANCES	\$ 304,810,764	\$ 379,112,234	\$ 363,598,458	\$ 531,306,555	46.1%
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EXPENDITURES

OPERATING EXPENDITURES

Personnel	\$ 91,146,692	\$ 102,408,469	\$ 97,518,296	\$ 107,841,820	10.6%
Maintenance and Operations	40,490,731	44,867,386	41,722,427	46,539,108	11.5%
Insurance	2,149,646	2,835,000	2,340,230	2,540,000	8.5%

NON-OPERATING EXPENDITURES

Grant Exchange Funds	4,945,230	1,143,054	4,056,296	1,143,054	-71.8%
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CAPITAL EXPENDITURES

Capital	22,015,014	154,926,801	59,253,606	285,133,952	381.2%
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EXPENDITURES	160,747,313	306,180,710	204,890,855	443,197,934	116.3%
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Working Cash	72,590,542	62,231,524	97,907,631	77,608,621	-20.7%
Insurance	3,615,475	1,200,000	1,625,899	1,200,000	-26.2%
Capital Reserve	67,857,434	9,500,000	59,174,073	9,300,000	-84.3%

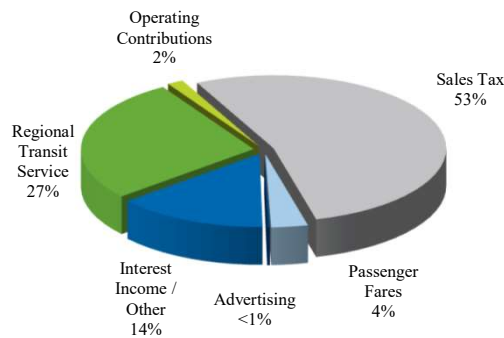
ENDING BALANCES	144,063,451	72,931,524	158,707,603	88,108,622	-44.5%
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TOTAL EXPENDITURES AND BALANCES	\$ 304,810,764	\$ 379,112,234	\$ 363,598,458	\$ 531,306,555	46.1%
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NOTE: Transfers are not shown since they result in offsetting allocations between unrestricted and restricted reserves.



Operating Revenues

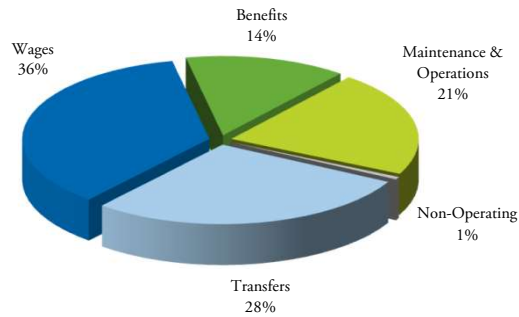


2022 BUDGET OPERATING SUMMARY - REVENUES

	2020 YEAR-END ACTUALS	2021 AMENDED BUDGET	2021 YEAR-END ESTIMATE	2022 BUDGET	% CHANGE 2021 YEAR-END ESTIMATE TO 2022 BUDGET
OPERATING REVENUES					
OPERATING INCOME					
Passenger Fares	\$ 6,391,850	\$ 8,677,844	\$ 5,895,776	\$ 6,747,477	14.4%
Advertising	515,512	500,000	500,000	500,000	0.0%
Regional Transit Service (Sound Transit)					
Express Reimbursement	47,015,884	49,813,510	45,366,924	52,740,121	16.3%
Tacoma Dome Station Reimbursement	1,093,635	1,001,278	779,660	1,077,939	38.3%
Special Service Reimbursement	-	-	-	-	0.0%
Other Reimbursement	-	-	-	-	0.0%
OPERATING INCOME	55,016,881	59,992,632	52,542,361	61,065,537	16.2%
NON-OPERATING INCOME					
Sales Tax	91,744,911	95,760,000	100,919,402	104,956,178	4.0%
Interest Income	237,281	325,000	250,000	250,000	0.0%
Other	2,181,834	1,454,288	32,471,946	27,497,417	-15.3%
NON-OPERATING INCOME	94,164,026	97,539,288	133,641,348	132,703,595	-0.7%
OPERATING CONTRIBUTIONS					
CTR / Vanpool Assistance	97,505	180,267	107,356	2,500	-97.7%
Operating Grants - Other	25,251,504	729,920	964,077	1,150,444	19.3%
Special Needs Transportation Grant	2,199,940	2,199,940	2,006,658	1,813,376	-9.6%
OPERATING CONTRIBUTIONS	27,548,949	3,110,127	3,078,091	2,966,320	-3.6%
TOTAL OPERATING REVENUES	176,729,856	160,642,047	189,261,800	196,735,452	3.9%
BEGINNING BALANCE	54,632,474	70,656,078	72,590,542	97,907,631	34.9%
TOTAL OPERATING REVENUES AND BEGINNING BALANCE	\$ 231,362,330	\$ 231,298,125	\$ 261,852,342	\$ 294,643,082	12.5%

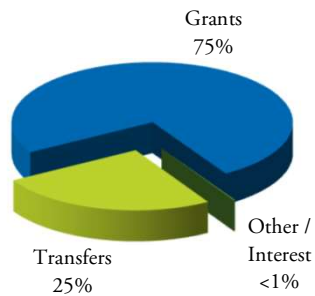
**2022 BUDGET
OPERATING SUMMARY - EXPENDITURES**

Operating Expenditures & Transfers

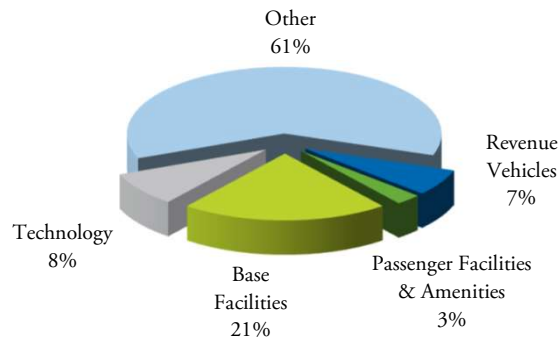


	2020 YEAR-END ACTUALS	2021 AMENDED BUDGET	2021 YEAR-END ESTIMATE	2022 BUDGET	% CHANGE 2021 YEAR-END ESTIMATE TO 2022 BUDGET
OPERATING EXPENDITURES					
OPERATING PERSONNEL					
Wages	\$ 65,241,313	\$ 73,619,980	\$ 70,673,162	\$ 77,490,382	9.6%
Benefits	25,905,379	28,788,489	26,845,134	30,351,438	13.1%
PERSONNEL	91,146,692	102,408,469	97,518,296	107,841,820	10.6%
MAINTENANCE & OPERATIONS					
Supplies	12,729,978	15,451,535	13,545,605	14,157,988	4.5%
Services	7,584,962	8,266,373	7,756,969	9,045,876	16.6%
Insurance (Purchased)	3,540,935	3,562,533	3,562,533	3,862,662	8.4%
Utilities	1,660,338	1,778,500	1,667,283	1,796,060	7.7%
Repairs	808,457	599,216	462,158	734,169	58.9%
Rentals	573,591	580,041	578,599	585,120	1.1%
Purchased Transportation	5,608,055	7,253,800	6,511,840	8,583,684	31.8%
Other	7,984,415	7,375,388	7,637,440	7,773,549	1.8%
MAINTENANCE & OPERATIONS	40,490,731	44,867,386	41,722,427	46,539,108	11.5%
OPERATING EXPENDITURES	131,637,423	147,275,855	139,240,723	154,380,928	10.9%
NON-OPERATING EXPENDITURES					
Grant Exchange Funds	4,945,230	1,143,054	4,056,296	1,143,054	-71.8%
NON-OPERATING EXPENDITURES	4,945,230	1,143,054	4,056,296	1,143,054	-71.8%
TOTAL EXPENDITURES	136,582,653	148,418,909	143,297,019	155,523,982	8.5%
TRANSFERS					
Other Insurance Transfer	-	340,932	340,932	250,538	-26.5%
Workers' Comp. Transfer	2,339,673	(6,028)	(6,028)	1,847,563	-30749.7%
Capital Reserve	19,849,462	20,312,788	20,312,788	59,412,378	192.5%
TRANSFERS	22,189,135	20,647,692	20,647,692	61,510,479	197.9%
TOTAL EXPENDITURES AND TRANSFERS	158,771,788	169,066,601	163,944,711	217,034,461	32.4%
ENDING BALANCE	72,590,542	62,231,524	97,907,631	77,608,621	-20.7%
TOTAL OPERATING EXPENDITURES AND ENDING BALANCE	\$ 231,362,330	\$ 231,298,125	\$ 261,852,342	\$ 294,643,082	12.5%

Capital Revenues & Transfers



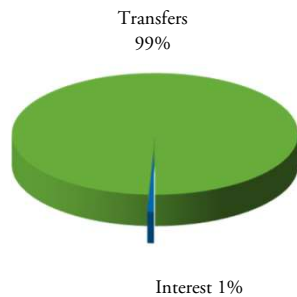
Capital Expenditures



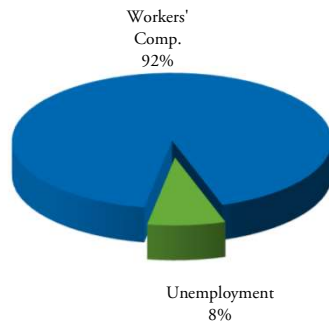
2022 BUDGET CAPITAL SUMMARY

	2020 YEAR-END ACTUALS	2021 AMENDED BUDGET	2021 YEAR-END ESTIMATE	2022 BUDGET	% CHANGE 2021 YEAR-END ESTIMATE TO 2022 BUDGET
CAPITAL REVENUES					
REVENUES					
Grants	\$ 12,256,028	\$ 69,697,647	\$ 29,932,457	\$ 175,522,501	486.4%
Other Capital Revenue / Interest	378,937	325,000	325,000	325,000	0.0%
REVENUE	12,634,965	70,022,647	30,257,457	175,847,501	481.2%
TRANSFERS					
Capital Reserve	19,430,659	20,312,788	20,312,788	59,412,378	192.5%
TRANSFERS	19,430,659	20,312,788	20,312,788	59,412,378	
CAPITAL REVENUES	32,065,624	90,335,435	50,570,245	235,259,879	365.2%
BEGINNING BALANCE					
Capital Reserve	57,806,824	74,091,366	67,857,434	59,174,073	-12.8%
TOTAL CAPITAL REVENUES AND BEGINNING BALANCE	\$ 89,872,448	\$ 164,426,801	\$ 118,427,679	\$ 294,433,952	148.6%
CAPITAL EXPENDITURES					
CAPITAL ACQUISITION					
Revenue Vehicles	\$ 8,126	\$ 34,956,122	\$ 26,568,472	\$ 18,341,397	-31.0%
Passenger Facilities & Amenities	3,442,263	14,132,489	6,211,507	7,505,501	20.8%
Base Facilities	6,602,654	42,338,459	16,136,048	60,751,000	276.5%
Technology	2,698,789	23,439,459	2,376,594	23,645,828	894.9%
Other	9,263,182	40,060,272	7,960,985	174,890,226	2096.8%
CAPITAL EXPENDITURES	22,015,014	154,926,801	59,253,606	285,133,952	381.2%
ENDING BALANCE					
Capital Reserve	67,857,434	9,500,000	59,174,073	9,300,000	-84.3%
TOTAL CAPITAL EXPENDITURES AND ENDING BALANCE	\$ 89,872,448	\$ 164,426,801	\$ 118,427,679	\$ 294,433,952	148.6%

Insurance Revenues & Transfers



Insurance Expenditures

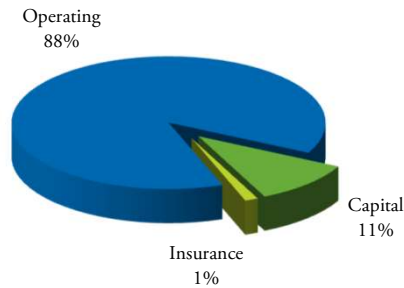


2022 BUDGET INSURANCE SUMMARY

	2020 YEAR-END ACTUALS	2021 AMENDED BUDGET	2021 YEAR-END ESTIMATE	2022 BUDGET	% CHANGE 2021 YEAR-END ESTIMATE TO 2022 BUDGET
INSURANCE REVENUES					
REVENUES					
Workers' Comp. Interest	\$ 29,221	\$ 25,000	\$ 15,000	\$ 15,000	0.0%
Unemployment Insurance Interest	1,272	1,000	750	1,000	33.3%
REVENUES	30,493	26,000	15,750	16,000	1.6%
TRANSFERS					
Workers' Comp. Transfer	2,758,476	(6,028)	(6,028)	1,847,563	-30749.7%
Unemployment Insurance Transfer	-	340,932	340,932	250,538	-26.5%
TRANSFERS	2,758,476	334,904	334,904	2,098,101	526.5%
REVENUES AND TRANSFERS	2,788,969	360,904	350,654	2,114,101	502.9%
BEGINNING BALANCES					
Workers' Comp. Insurance	3,021,847	3,741,028	3,748,695	1,602,437	-57.3%
Unemployment Insurance	(45,695)	(66,932)	(133,220)	23,462	-117.6%
BEGINNING BALANCES	2,976,152	3,674,096	3,615,475	1,625,899	-55.0%
TOTAL INSURANCE REVENUES AND BEGINNING BALANCES	\$ 5,765,121	\$ 4,035,000	\$ 3,966,129	\$ 3,740,000	-5.7%
INSURANCE EXPENDITURES					
Workers' Comp. Insurance	1,758,366	2,635,000	2,155,230	2,340,000	8.6%
Unemployment Insurance	391,280	200,000	185,000	200,000	8.1%
INSURANCE EXPENDITURES	2,149,646	2,835,000	2,340,230	2,540,000	8.5%
ENDING BALANCES					
Workers' Comp. Insurance	4,051,178	1,125,000	1,602,437	1,125,000	-29.8%
Unemployment Insurance	(435,703)	75,000	23,462	75,000	219.7%
ENDING BALANCES	3,615,475	1,200,000	1,625,899	1,200,000	-26.2%
TOTAL INSURANCE EXPENDITURES AND ENDING BALANCES	\$ 5,765,121	\$ 4,035,000	\$ 3,966,129	\$ 3,740,000	-5.7%

**2022 BUDGET
ENDING BALANCES**

Ending Balances



	2020 YEAR-END ACTUALS	2021 AMENDED BUDGET	2021 YEAR-END ESTIMATE	2022 BUDGET	% CHANGE 2021 YEAR-END ESTIMATE TO 2022 BUDGET
OPERATING					
Revenues	\$ 176,729,856	\$ 160,642,047	\$ 189,261,800	\$ 196,735,452	3.9%
Less: Expenditures	(136,582,653)	(148,418,909)	(143,297,019)	(155,523,982)	8.5%
Subtotal	40,147,203	12,223,138	45,964,781	41,211,470	-10.3%
Plus: Beginning Balance	54,632,474	70,656,078	72,590,542	97,907,631	34.9%
Less: Transfers					
Capital Reserve	(19,849,462)	(20,312,788)	(20,312,788)	(59,412,378)	192.5%
Insurance	(2,339,673)	(334,904)	(334,904)	(2,098,101)	526.5%
ENDING OPERATING BALANCE	\$ 72,590,542	\$ 62,231,524	\$ 97,907,631	\$ 77,608,621	-20.7%
CAPITAL					
Revenues	\$ 12,634,965	\$ 70,022,647	\$ 30,257,457	\$ 175,847,501	481.2%
Plus: Transfers					
Capital Reserve	19,849,462	20,312,788	20,312,788	59,412,378	192.5%
Subtotal Revenue	32,484,427	90,335,435	50,570,245	235,259,879	365.2%
Less: Expenditures	(22,015,014)	(154,926,801)	(59,253,606)	(285,133,952)	381.2%
Subtotal	10,469,413	(64,591,366)	(8,683,361)	(49,874,073)	474.4%
Plus: Beginning Balance	57,806,824	74,091,366	67,857,434	59,174,073	-12.8%
ENDING CAPITAL BALANCE	\$ 68,276,237	\$ 9,500,000	\$ 59,174,073	\$ 9,300,000	-84.3%
INSURANCE					
Revenues	\$ 30,493	\$ 26,000	\$ 15,750	\$ 16,000	1.6%
Plus: Transfers	2,758,476	334,904	334,904	2,098,101	526.5%
Subtotal Revenue	2,788,969	360,904	350,654	2,114,101	502.9%
Less: Expenditures	(2,149,646)	(2,835,000)	(2,340,230)	(2,540,000)	8.5%
Subtotal	639,323	(2,474,096)	(1,989,576)	(425,899)	-78.6%
Plus: Beginning Balance	2,976,152	3,674,096	3,615,475	1,625,899	-55.0%
ENDING INSURANCE BALANCE	\$ 3,615,475	\$ 1,200,000	\$ 1,625,899	\$ 1,200,000	-26.2%
GRAND TOTAL - ALL BALANCES	\$ 144,482,254	\$ 72,931,524	\$ 158,707,603	\$ 88,108,622	-44.5%

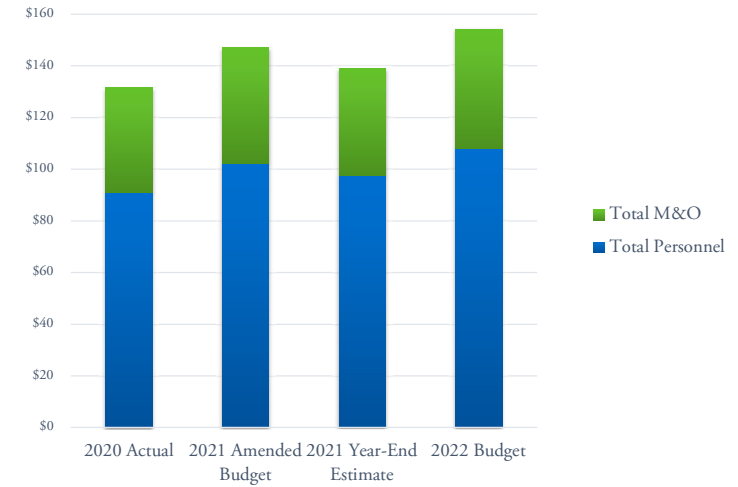


2022 OPERATING BUDGET AGENCY EXPENDITURE COMPARISON

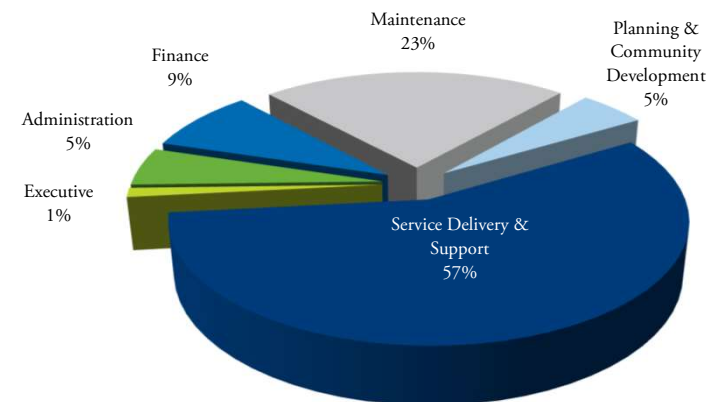
	2020 Actual	2021 Amended Budget	2021 Year-End Estimate	2022 Budget	% Change 2021 Year-End Estimate to 2022 Budget
Personnel					
Wages	\$ 65,241,313	\$ 73,619,980	\$ 70,673,162	\$ 77,490,382	9.6%
Benefits	25,905,379	28,788,489	26,845,134	30,351,438	13.1%
Personnel	91,146,692	102,408,469	97,518,296	107,841,819	10.6%
Maintenance and Operations					
Supplies	12,729,978	15,451,535	13,545,605	14,157,988	4.5%
Services	7,584,962	8,266,373	7,756,969	9,045,876	16.6%
Insurance	3,540,935	3,562,533	3,562,533	3,862,662	8.4%
Utilities	1,660,338	1,778,500	1,667,283	1,796,060	7.7%
Repairs & Maintenance	808,457	599,216	462,158	734,169	58.9%
Rentals	573,591	580,041	578,599	585,120	1.1%
Other	12,752,803	13,816,570	13,227,212	15,651,165	18.3%
Repairs & Maint Contract Serv	839,667	812,618	922,068	706,068	-23.4%
Other Improvements	-	-	-	-	0.0%
Maintenance and Operations	40,490,730	44,867,386	41,722,427	46,539,108	11.5%
Total *	\$ 131,637,422	\$ 147,275,855	\$ 139,240,723	\$ 154,380,927	10.9%
Total FTE's	973.75	942.00	942.00	960.00	
Total Positions	993	960	960	981	

* Does not include Non-Departmental, Debt Service, Transfers or Self-Insurance Expenditures

Expenditure Summary (in millions)



Agency Operating Budget by Division





This section includes Operating Statistics for all modes of service, Personnel Summary, Capital Program, Capital Budget, and an Insurance Expenditure Comparison.

2022 Preliminary Budget Statistics



**2022 Budget
Operating Statistics
All Modes**

	2020 Actual	2021 YE Estimate	2022 Budget	% Change 2021 YE Estimate - 2022 Budget
Pierce Transit				
Fixed Route Local & Express				
Ridership	4,755,557	4,365,928	4,623,481	5.9%
Service Hours	431,958	475,000	500,000	5.3%
Service Miles	5,015,093	5,340,376	5,688,040	6.5%
Sound Transit				
Fixed Route Express				
Ridership	2,338,192	2,214,834	2,378,672	7.4%
Service Hours	314,059	309,334	334,217	8.0%
Service Miles	7,502,760	7,311,737	7,794,154	6.6%
Total Fixed Route (Pierce Transit & Sound Transit)				
Ridership	7,093,749	6,580,762	7,002,154	6.4%
Service Hours	746,017	784,334	834,217	6.4%
Service Miles	12,517,853	12,652,113	13,482,195	6.6%
SHUTTLE				
Ridership	148,698	165,800	270,824	63.3%
Service Hours	93,594	97,529	161,848	65.9%
Service Miles	1,365,629	1,624,840	2,654,077	63.3%
Vanpool				
Ridership	397,472	350,000	400,000	14.3%
Service Hours	83,295	75,000	80,000	6.7%
Service Miles	3,015,970	2,700,000	3,000,000	11.1%
AGENCY TOTAL (Pierce Transit and Sound Transit Fixed Route, SHUTTLE & Vanpool)				
Ridership	7,639,919	7,096,562	7,672,978	8.1%
Service Hours	922,906	956,864	1,076,064	12.5%
Service Miles	16,899,452	16,976,953	19,136,271	12.7%



2022 BUDGET PERSONNEL SUMMARY

Personnel Summary

The 2022 Budget includes 981 positions and 960 full-time equivalents (FTEs). This is a net increase of 21 positions from the 2021 Budget. The net increase in positions include:

31 New Positions

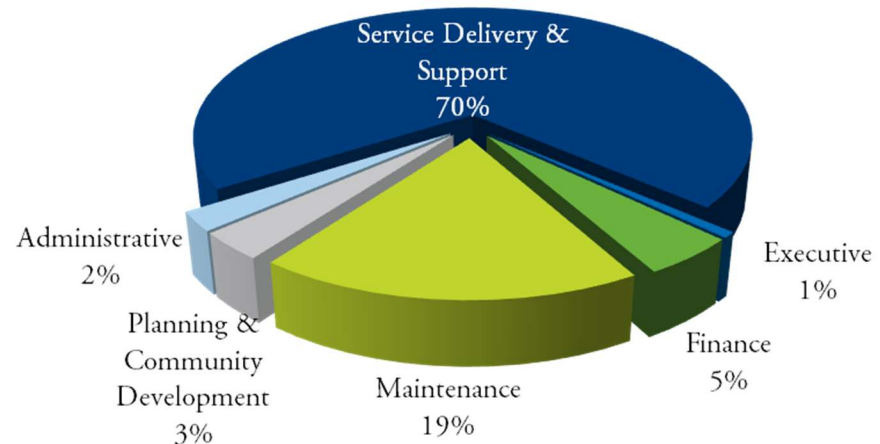
1	Employee Services Analyst	2	Communication Technician I
1	BEB Program Coordinator	15	Transit Operators (Fixed Route)
12	Relief Transit Operators		

10 Position Reductions

10	Transit Operators (SHUTTLE)
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Directly operated service includes Service Delivery & Support and Maintenance Divisions and represents 872 or 89% of total positions. The remaining 109 positions or 11% are in Executive, Administration, Finance, and Planning & Community Development Divisions.

2022 Budgeted Positions - 981

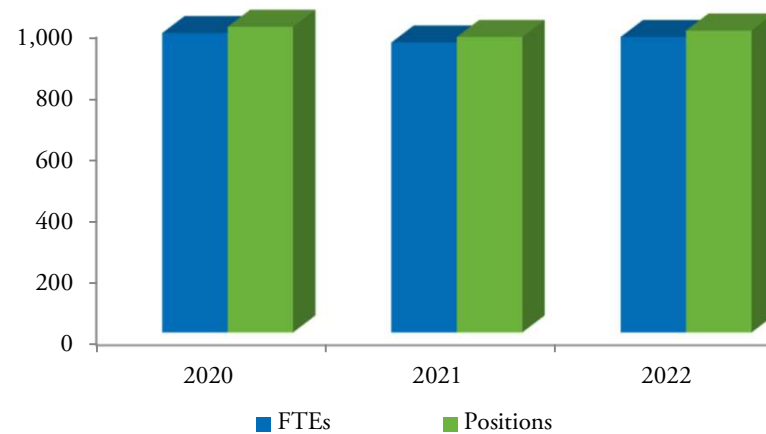




2022 BUDGET PERSONNEL SUMMARY

Budget FTEs				Budget Positions			
2020 Budget	2021 Budget	2022 Budget	2021-2022 Change	2020 Budget	2021 Budget	2022 Budget	2021-2022 Change
972.75	942.00	960.00	18.00	993	960	981	21

Budget FTEs & Positions





2022 BUDGET CAPITAL PROGRAM

In brief:

Capital projects for 2022 are budgeted at \$285,133,952. Approved but unspent projects are carried over from the prior year to the following budget year. The 2022 Budget contains \$80,045,651 of prior year budgeted funds (carryover) and \$205,088,301 in new projects. Expenditures are supported by \$175,522,501 in grant revenue from the Federal Transit Administration, Sound Transit, State, and other capital assistance.

The Capital Budget presents the revenues and expenditures associated with capital development and acquisition. It includes funds for budgeted replacement vehicles, capital planning for the efficient use of base and passenger facilities, technology, and maintenance equipment. These items are distinguished from operating items due to their greater than \$5,000 value and longer than one year projected useful life. Capital expenses and grant reimbursements are budgeted by project. As a matter of policy, Pierce Transit budgets funds in the year in which the Agency anticipates entering into a contract for service or acquisition. This generally results in funds that carry over from the previous budget year for projects in process. Operating costs or anticipated savings associated with significant non-routine capital expenditures such as personnel, maintenance, and utility costs have been included in the operating budget.

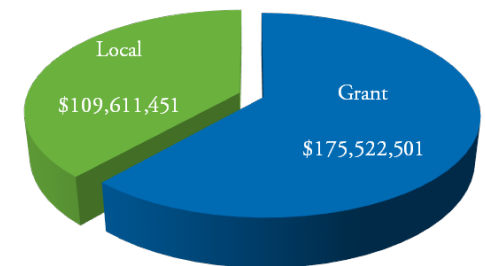
Capital Revenues

Where possible, capital projects are funded from non-recurring funding sources such as grants and other capital assistance. Grant funding sources are estimated to provide \$175.5 million for capital funding in 2022. The remaining local funds come from transfers from operating and interest/other.

Grant revenues of \$175.5 million include the following projects:

- Bus Fleet Replacement 2022 \$5.6 million
- SHUTTLE Fleet Replacement 2022 \$1.8 million
- Collision Avoidance System \$0.1 million
- Corridor Speed & Reliability \$1.4 million
- Bus Rapid Transit (BRT) \$155.3 million
- CAD/AVL \$3.3 million
- Tacoma Dome Station Elevator Modernization \$2.4 million
- Bus Fleet Replacement 2021 \$5.0 million
- Commerce Facility Charging Station \$0.6 million

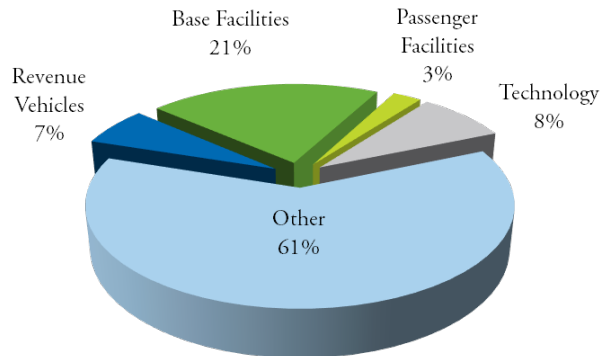
2022 Capital Budget Revenue





2022 BUDGET CAPITAL PROGRAM

The capital budget is separated into five expenditure categories that are important for Agency reporting requirements and include Revenue Vehicles, Passenger Facilities and Amenities, Base Facilities, Technology, and Other.



Capital Expenditures

Revenue Vehicles – Pierce Transit currently operates an active fleet of 161 buses, 369 vanpool vans, and 102 SHUTTLE vehicles. Revenue vehicles are replaced on an as needed basis that meet or exceed Federal Transit Administration (FTA) requirements. Pierce Transit has a fixed route fleet with an average age of 8.62 years and continues to extend the useful life of vehicles wherever possible. Funds are budgeted to replace 24 buses and 19 SHUTTLE vehicles.

Passenger Facilities & Amenities – This category includes funds for necessary repairs and refurbishments at several locations including construction of the Spanaway Transit Center and renewal of four other transit centers.

Base Facilities – Funds are budgeted for repairs and refurbishments to base facilities and systems. The Maintenance & Operations Base Improvement (MOBI) plan is to provide additional bus parking capacity, wider lanes and improved circulation, and new Fuel & Wash facility.

Technology – Budget includes maintenance and upgrade of critical software and systems, as well as replacement of infrastructure that has reached the end of its useful life. Some of these projects include Next Generation ORCA, CAD-AVL System, Collision Avoidance System, Security System Replacement, ADEPT software and Network Infrastructure.

Other – Other capital projects include the Bus Rapid Transit (BRT) project covering engineering design, environmental clearances, right-of-way, property acquisitions, community outreach, contractor services, and permits. This project is almost fully funded by Federal, State and Sound Transit contributions. Other also includes replacement and expansion of non-revenue support vehicles (trucks, forklifts, cars, etc.), and maintenance and administrative equipment.

The detailed 2022 Preliminary Capital Budget list follows.

2022 CAPITAL BUDGET

Project Title	Project Number	Project Carryover from 2021 into 2022	New 2022 Project Allocation Amount	2022 Capital Budget	Local (Pierce Transit) Funded	Grant Funding
Base Facilities Projects						
Base Master Plan Implementation	525	25,251,000	35,500,000	60,751,000	60,751,000	
Subtotal Base Facilities Projects		25,251,000	35,500,000	60,751,000	60,751,000	-
Other Projects (Admin & Shop Equipment)						
Corridor Speed & Reliability Improvements 2018	554	2,403,917		2,403,917	963,917	1,440,000
BRT Pac Ave SR 7 Construction 2019-2021	563	19,981,469	146,000,000	165,981,469	10,678,839	155,302,630
TDS Elevator Repairs/Upgrades 2020	588	1,471,643	1,732,991	3,204,634	801,158	2,403,476
Support Vehicle Replacement 2021	606	164,022		164,022	164,022	
Commerce Facility Bus Charging Station	612	300,000	1,700,000	2,000,000	1,414,800	585,200
BRT System Expansion Study	613	486,989		486,989	486,989	
Upholstery Shop Sewing Machine Repl	615	1,000		1,000	1,000	
Misc Capital Equipment	778	145,988		145,988	145,988	
Support Vehicle Replacement 2022	NEW		334,837	334,837	334,837	
Parts Washers Replacement 2022	NEW		46,525	46,525	46,525	
Consolidate IT Work Area and Storage 2022	NEW		57,480	57,480	57,480	
Body Shop Storage Cabinets	NEW		28,365	28,365	28,365	
Bldg 5 Chair Replacement	NEW		35,000	35,000	35,000	
Subtotal Other Projects		24,955,028	149,935,198	174,890,226	15,158,920	159,731,306
Passenger Facilities Projects						
Narrows Park & Ride Renewal	503	422,508		422,508	422,508	
Spanaway TC P&R - Phase I	556	1,560,107	3,717,886	5,277,993	5,277,993	
Kimball Drive Park & Ride 2020	590	350,000		350,000	350,000	
North Purdy Park & Ride 2020	591	350,000		350,000	350,000	
Parkland Transit Center 2020	592	150,000		150,000	150,000	
Spanaway TC P&R - Phase II Design	607	920,000		920,000	920,000	
Tacoma Dome Station Garage Wayfinding Design	608	35,000		35,000	35,000	
Subtotal Passenger Facilities Projects		3,787,614	3,717,886	7,505,500	7,505,500	-
Revenue Vehicle Projects						
SHUTTLE Replacement 2019	558	1,030,079		1,030,079	1,030,079	
Bus Fleet Replacement 2021	602	5,021,865		5,021,865	54,585	4,967,280
Vanpool Replacement 2021	611	814,118		814,118	814,118	
Vanpool 2021 Ford Explorer	616	29,310	3,000	32,310	32,310	

2022 CAPITAL BUDGET

Project Title	Project Number	Project Carryover from 2021 into 2022	New 2022 Project Allocation Amount	2022 Capital Budget	Local (Pierce Transit) Funded	Grant Funding
Bus Fleet Replacement 2022	NEW		7,061,429	7,061,429	1,412,285	5,649,144
SHUTTLE Replacement 2022	NEW		2,928,534	2,928,534	1,165,607	1,762,927
Vanpool Replacement 2022	NEW		1,453,062	1,453,062	1,453,062	
Subtotal Revenue Vehicles Projects		6,895,372	11,446,025	18,341,397	5,962,046	12,379,351
Technology Projects						
Security Systems Repl 2015	452	1,350,375	1,549,192	2,899,567	2,899,567	
ngORCA	482	4,990,216		4,990,216	4,990,216	
Collision Avoidance System	518	139,931		139,931	66,515	73,416
Backup Software Repl 2018	543	85,000		85,000	85,000	
Bus Driving Simulator 2018	544	44,994		44,994	44,994	
CAD-AVL System Replacement 2019	573	10,390,236		10,390,236	7,051,808	3,338,428
EAM Enhancement	576	100,160		100,160	100,160	
Network Infrastructure Replacements 2019-2024	578	16,066		16,066	16,066	
Storage Area Network 2019 - 2024	579	329,700		329,700	329,700	
Network Infrastructure Replacement 2020	598	24,134		24,134	24,134	
Network Infrastructure Replacement 2021	603	760,000		760,000	760,000	
Call Center Software Replacement 2021	604	55,000		55,000	55,000	
Document/Records Management System 2021	605	780,625		780,625	780,625	
NeoGov HRIS Module	609	90,200		90,200	90,200	
ADEPT Upgrade or Replace 2022	NEW		2,200,000	2,200,000	2,200,000	
Network Infrastructure Replacement 2022	NEW		440,000	440,000	440,000	
Computer/Laptop Replacement	NEW		300,000	300,000	300,000	
Subtotal Technology Projects		19,156,636	4,489,192	23,645,828	20,233,984	3,411,844
Total		80,045,651	205,088,301	285,133,952	109,611,451	175,522,501

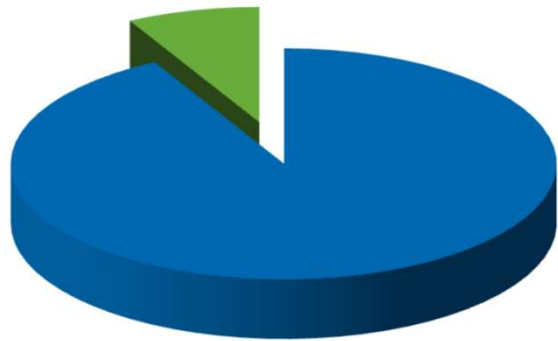


2022 BUDGET INSURANCE EXPENDITURE COMPARISON

Insurance Expenditure Comparison

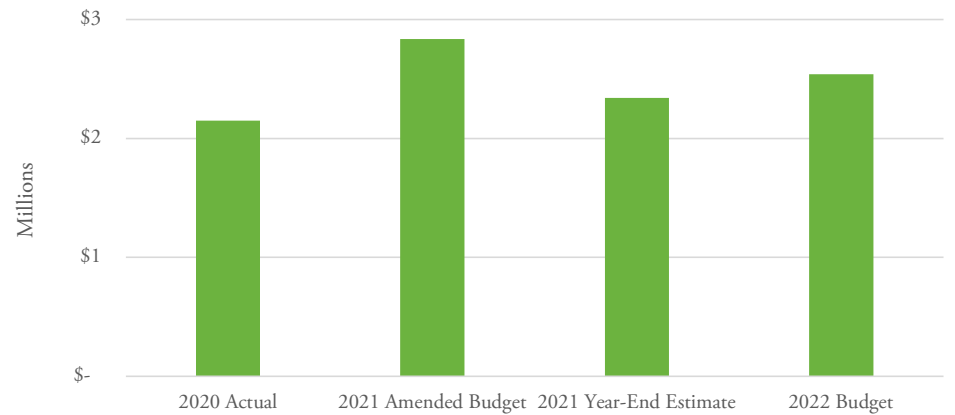
Description	2020 YEAR-END ACTUALS	2021 AMENDED BUDGET	2021 YEAR END ESTIMATE	2022 BUDGET	% Change 2021 Year-End Estimate to 2022 Budget
Workers' Comp. Insurance	\$ 1,758,366	\$ 2,635,000	\$ 2,155,230	\$ 2,340,000	8.6%
Unemployment Insurance	391,280	200,000	185,000	200,000	8.1%
TOTAL INSURANCE	\$ 2,149,646	\$ 2,835,000	\$ 2,340,230	\$ 2,540,000	8.5%

Unemployment
8%



Workers' Comp
92%

Expenditure Summary





This section includes the Six-Year Financial Plan Revenues & Expenditures, Ending Balances, and the 2022-2027 Six-Year Capital Plan.

A Six-Year Financial Plan is prepared to ensure fiscal sustainability over time.

2022 Preliminary Budget Six-Year Financial Plan

PIERCE TRANSIT
2022-2027 Six-Year Financial Plan
Revenues & Expenditures

(in millions)	2021 YE Est	2022 Budget	2023	2024	2025	2026	2027
OPERATING							
Revenue							
Operating Income							
Passenger Fares (Fare Revenue)	\$5.895776	\$6.747477	\$6.792325	\$6.837621	\$6.883370	\$6.937458	\$6.992244
Advertising (contract)	0.500000	0.500000	0.320000	0.320000	0.320000	0.320000	0.320000
Sound Transit Reimbursement (ST)							
ST Express	45.366924	52.740121	55.139041	50.091347	36.979117	38.448576	39.982644
ST Tacoma Dome Station	0.779660	1.077939	1.099498	1.121488	1.143917	1.166796	1.190132
Operating Income	52.542361	61.065537	63.350864	58.370455	45.326404	46.872830	48.485020
Non-Operating Income							
Sales Tax	100.919402	104.956178	108.629644	112.431682	116.366791	120.439629	124.655016
Interest	0.250000	0.250000	0.251250	0.252506	0.253769	0.255038	0.256313
Other Miscellaneous	32.471946	27.497417	0.275000	0.275000	0.425000	0.581000	0.587120
Non-Operating Income	133.641348	132.703595	109.155894	112.959188	117.045560	121.275667	125.498449
Operating Contributions							
CTR/Vanpool Assistance	0.107356	0.002500	0.000000	0.000000	0.000000	0.000000	0.000000
Special Needs Transportation Grant	2.006658	1.813376	1.768041	1.813376	1.722707	1.722707	1.722707
Operating Grants - Other	0.964077	1.150444	1.150444	1.150444	0.940185	0.729920	0.729920
Operating Contributions	3.078091	2.966320	2.918485	2.963820	2.662892	2.452627	2.452627
Total Operating Revenue	\$189.261800	\$196.735452	\$175.425243	\$174.293463	\$165.034856	\$170.601123	\$176.436096
Expenditures							
Operating Expenditures							
Wages	\$70.673162	\$77.490382	\$81.027760	\$80.504426	\$76.369530	\$79.933481	\$83.154017
Benefits	26.845134	30.351438	31.579502	31.407088	29.761323	31.146678	32.417486
M & O	24.509844	27.191672	27.144892	27.685029	28.087872	28.740368	29.426359
Fuel	3.927687	4.337794	4.422793	4.284821	3.938833	4.012663	4.075555
Parts	7.182302	7.142552	7.315841	7.054379	6.387341	6.539305	6.670091
Purchased Trans.	6.100000	7.864340	7.864340	7.864340	7.864340	8.047072	8.235411
Bridge Tolls	0.002594	0.002750	0.002805	0.002861	0.002918	0.002977	0.003036
Total Operating Expenditures (w/out Debt, Depreciation, and NonDepartmental)	139.240723	154.380928	159.357933	158.802944	152.412156	158.422544	163.981954

PIERCE TRANSIT
2022-2027 Six-Year Financial Plan
Revenues & Expenditures

(in millions)	2021 YE Est	2022 Budget	2023	2024	2025	2026	2027
Non-Operating Expenditures							
Payments to Pierce Co for 5307 Agreement	4.056296	1.143054	1.143054	1.143054	1.143054	1.143054	1.143054
Non-Operating Expenditures	4.056296	1.143054	1.143054	1.143054	1.143054	1.143054	1.143054
Total Operating Expenditures	\$143.297019	\$155.523982	\$160.500987	\$159.945998	\$153.555210	\$159.565597	\$165.125008
Total Operating Revenue Less Total Operating Expenditures	\$45.964781	\$41.211470	\$14.924256	\$14.347466	\$11.479646	\$11.035526	\$11.311088
Transfers							
Capital Reserve	\$20.312788	\$59.412378	\$47.044787	\$28.069513	\$8.939784	\$5.793502	\$9.668931
Insurance	0.334904	2.098101	2.610200	2.688686	2.769527	2.852792	2.938556
Transfers	20.647692	61.510479	49.654987	30.758199	11.709311	8.646294	12.607487
Total Expenditures and Transfers	\$163.944711	\$217.034461	\$210.155974	\$190.704197	\$165.264520	\$168.211892	\$177.732495
Change in Reserves	\$25.317089	-\$20.299009	-\$34.730731	-\$16.410733	-\$0.229664	\$2.389232	-\$1.296399

CAPITAL

Revenue							
Federal	\$14.338666	\$101.712035	\$7.412071	\$7.412071	\$7.412071	\$7.412071	\$7.324012
State	6.301654	15.668258	\$9.100000	0.000000	0.000000	0.000000	0.000000
Other	9.292137	58.142208	\$9.120000	35.540201	28.503358	19.200000	9.313074
Transfer from Operating Fund	20.312788	59.412378	\$47.044787	28.069513	8.939784	5.793502	9.668931
Interest	0.325000	0.325000	\$0.046500	0.046500	0.046500	0.046500	0.046500
Total Capital Revenues	\$50.570245	\$235.259879	\$72.723358	\$71.068285	\$44.901713	\$32.452073	\$26.352517
Expenditures							
Revenue Vehicles	\$26.568472	\$18.341397	\$12.687134	\$13.589926	\$13.144097	\$11.753346	\$13.298684
Base Facilities	16.136048	60.751000	38.600000	28.921886	0.000000	0.000000	0.000000
Passenger Facilities & Amenities	6.211507	7.505501	9.104594	0.000000	0.000000	0.000000	0.000000
Technology	2.376594	23.645828	1.584800	1.441800	2.619896	0.795000	1.070000
Other	7.960985	174.890226	10.746830	27.114673	29.137720	19.903727	2.683833
Total Capital Expenditures	\$59.253606	\$285.133952	\$72.723358	\$71.068285	\$44.901713	\$32.452073	\$17.052517
Use of Reserve	-8.683361	-49.874073	0.000000	0.000000	0.000000	0.000000	9.300000

PIERCE TRANSIT
2022-2027 Six-Year Financial Plan
Revenues & Expenditures

(in millions)	2021 YE Est	2022 Budget	2023	2024	2025	2026	2027
INSURANCE							
Revenue							
Interest	\$0.015750	\$0.016000	\$0.006000	\$0.006000	\$0.006000	\$0.006000	\$0.006000
Transfer	0.334904	2.098101	2.610200	2.688686	2.769527	2.852792	2.938556
Total Insurance Revenue & Transfer	\$0.350654	\$2.114101	\$2.616200	\$2.694686	\$2.775527	\$2.858792	\$2.944556
Expenditures							
Insurance Expenditures	\$2.340230	\$2.540000	\$2.616200	\$2.694686	\$2.775527	\$2.858792	\$2.944556
Use of Reserve	-\$1.989576	-\$0.425899	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.000000

PIERCE TRANSIT
2022-2027 Six-Year Financial Plan
Ending Balances

(in millions)	2021 YE Est	2022 Budget	2023	2024	2025	2026	2027
OPERATING							
Beginning Balance	\$72.590542	\$97.907631	\$77.608622	\$42.877890	\$26.467157	\$26.237493	\$28.626725
Revenue	189.261800	196.735452	175.425243	174.293463	165.034856	170.601123	176.436096
Total	\$261.852342	\$294.643082	\$253.033864	\$217.171354	\$191.502013	\$196.838616	\$205.062821
Expenditures	\$143.297019	\$155.523982	\$160.500987	\$159.945998	\$153.555210	\$159.565597	\$165.125008
Transfers from Operating	20.647692	61.510479	49.654987	30.758199	11.709311	8.646294	12.607487
Total	\$163.944711	\$217.034461	\$210.155974	\$190.704197	\$165.264520	\$168.211892	\$177.732495
Operating Ending Balance	\$97.907631	\$77.608622	\$42.877890	\$26.467157	\$26.237493	\$28.626725	\$27.330326
Required Margin	23.206787	25.730155	26.559656	26.467157	25.402026	26.403757	27.330326
Margin / (Deficit)	74.700843	51.878467	16.318235	0.000000	0.835467	2.222968	0.000000
CAPITAL							
Beginning Balance	\$67.857434	\$59.174073	\$9.300000	\$9.300000	\$9.300000	\$9.300000	\$9.300000
Revenues	50.570245	235.259879	72.723358	71.068285	44.901713	32.452073	26.352517
Total	\$118.427679	\$294.433952	\$82.023358	\$80.368285	\$54.201713	\$41.752073	\$35.652517
Expenditures	\$59.253606	\$285.133952	\$72.723358	\$71.068285	\$44.901713	\$32.452073	\$17.052517
Capital Ending Balance	\$59.174073	\$9.300000	\$9.300000	\$9.300000	\$9.300000	\$9.300000	\$18.600000
Required Margin >\$9.3 M; 2027 \$18.6 M	9.500000	9.300000	9.300000	9.300000	9.300000	9.300000	18.600000
Margin / (Deficit)	49.674073	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
INSURANCE							
Beginning Balance	\$3.615475	\$1.625899	\$1.200000	\$1.200000	\$1.200000	\$1.200000	\$1.200000
Interest	0.015750	0.016000	0.006000	0.006000	0.006000	0.006000	0.006000
Transfer	0.334904	2.098101	2.610200	2.688686	2.769527	2.852792	2.938556
Total	\$3.966129	\$3.740000	\$3.816200	\$3.894686	\$3.975527	\$4.058792	\$4.144556
Expenditures	\$2.340230	\$2.540000	\$2.616200	\$2.694686	\$2.775527	\$2.858792	\$2.944556
Insurance Ending Balance	\$1.625899	\$1.200000	\$1.200000	\$1.200000	\$1.200000	\$1.200000	\$1.200000
Required Margin	1.200000	1.200000	1.200000	1.200000	1.200000	1.200000	1.200000
Margin / (Deficit)	0.425899	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Total Ending Balances	\$158.707603	\$88.108622	\$53.377891	\$36.967158	\$36.737493	\$39.126725	\$47.130326
ALL FUNDS							
Required Margin	\$33.906787	\$36.230155	\$37.059656	\$36.967157	\$35.902026	\$36.903757	\$47.130326
Margin/ (Deficit)	\$124.800815	\$51.878467	\$16.318235	\$0.000000	\$0.835467	\$2.222968	\$0.000000

#	Project Title	Project Number	2021 Estimated Carryover	New 2022 Project Allocation	2022-Cap	2023-Cap	2024-Cap	2025-Cap	2026-Cap	2027-Cap	Total
1	Security Systems Repl 2015	452	1,350,375	1,549,192	2,899,567						2,899,567
2	ngORCA	482	4,990,216	-	4,990,216						4,990,216
3	Narrows Park & Ride Renewal	503	422,508	-	422,508						422,508
4	Collision Avoidance System	518	139,931	-	139,931						139,931
5	Base Master Plan Implementation	525	25,251,000	35,500,000	60,751,000	38,600,000	28,921,886				128,272,886
6	Backup Software Repl 2018	543	85,000	-	85,000						85,000
7	Bus Driving Simulator 2018	544	44,994	-	44,994						44,994
8	Corridor Speed & Reliability Improvements 2018	554	2,403,917	-	2,403,917						2,403,917
9	Spanaway TC P&R - Phase I	556	1,560,107	3,717,886	5,277,993						5,277,993
10	SHUTTLE Replacement 2019	558	1,030,079	-	1,030,079						1,030,079
11	BRT Pac Ave SR 7 Construction 2019-2021	563	19,981,469	146,000,000	165,981,469	1,000,000	1,000,000	1,000,000			168,981,469
12	CAD-AVL System Replacement 2019	573	10,390,236	-	10,390,236						10,390,236
13	EAM Enhancement	576	100,160		100,160						100,160
14	Network Infrastructure Replacements 2019-2024	578	16,066		16,066						16,066
15	Storage Area Network 2019 - 2024	579	329,700		329,700						329,700
16	TDS Elevator Repairs/Upgrades 2020	588	1,471,643	1,732,991	3,204,634						3,204,634
17	Kimball Drive Park & Ride 2020	590	350,000		350,000						350,000
18	North Purdy Park & Ride 2020	591	350,000		350,000						350,000
19	Parkland Transit Center 2020	592	150,000		150,000						150,000
20	Network Infrastructure Replacement 2020	598	24,134		24,134						24,134
21	Bus Fleet Replacement 2021	602	5,021,865		5,021,865						5,021,865
22	Network Infrastructure Replacement 2021	603	760,000		760,000						760,000
23	Call Center Software Replacement 2021	604	55,000		55,000						55,000
24	Document/Records Management System 2021	605	780,625		780,625						780,625
25	Support Vehicle Replacement 2021	606	164,022		164,022						164,022
26	Spanaway TC P&R - Phase II Design	607	920,000		920,000	9,104,594					10,024,594
27	Tacoma Dome Station Garage Wayfinding Design	608	35,000		35,000						35,000
28	NeoGov HRIS Module	609	90,200		90,200						90,200
29	Vanpool Replacement 2021	611	814,118		814,118						814,118
30	BRT Commerce Facility Bus Charging Station	612	300,000	1,700,000	2,000,000						2,000,000
31	BRT System Expansion Study	613	486,989		486,989						486,989
32	Upholstery Shop Sewing Machine Repl	615	1,000		1,000						1,000
33	Vanpool 2021 Ford Explorer	616	29,310	3,000	32,310						32,310
34	Misc Capital Equipment	778	145,988		145,988						145,988
Subtotal Carryover & Additional Requests			80,045,651	190,203,069	270,248,720	48,704,594	29,921,886	1,000,000	-	-	349,875,200

2022-2027 Six-Year Capital Plan

A portion of this project is funded by grants

#	Project Title	Project Number	2021 Estimated Carryover	New 2022 Project Allocation	2022-Cap	2023-Cap	2024-Cap	2025-Cap	2026-Cap	2027-Cap	Total
35	Bus Fleet Replacement 2022	New		7,061,429	7,061,429						7,061,429
36	SHUTTLE Replacement 2022	New		2,928,534	2,928,534						2,928,534
37	Support Vehicle Replacement 2022	New		334,837	334,837						334,837
38	ADEPT Upgrade or Replace 2022	New		2,200,000	2,200,000						2,200,000
39	Network Infrastructure Replacement 2022	New		440,000	440,000						440,000
40	Parts Washers Replacement 2022	New		46,525	46,525						46,525
41	Vanpool Replacement 2022	New		1,453,062	1,453,062						1,453,062
42	Consolidate IT Work Area and Storage 2022	New		57,480	57,480						57,480
43	Body Shop Storage Cabinets	New		28,365	28,365						28,365
44	Computer/Laptop Replacement	New		300,000	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
45	Bldg 5 Chair Replacement	New		35,000	35,000						35,000
Subtotal New Requests				14,885,232	14,885,232	300,000	300,000	300,000	300,000	300,000	16,385,232
46	BRT 2 2022	Outyear				9,120,000	25,778,114	28,137,720	19,200,000	2,200,000	84,435,834
47	Bus Fleet Replacement 2023-2027	Outyear				7,283,808	7,514,786	7,753,005	7,113,255	6,425,071	36,089,925
48	Tacoma Dome Station Parking Payment System 2025	Outyear						609,396			609,396
49	Network Infrastructure 2023-2027	Outyear				1,284,800	1,141,800	1,710,500	495,000	770,000	5,402,100
50	Shuttle Replacement 2023-2027	Outyear				2,980,353	3,201,473	2,143,926	2,510,977	2,729,944	13,566,673
51	Support Vehicle Replacement 2023-2027	Outyear				626,830	336,559		703,727	483,833	2,150,949
52	Vanpool Replacement 2023-2027	Outyear				2,422,973	2,873,667	3,247,166	2,129,114	4,143,669	14,816,589
Subtotal Outyear Requests				-	-	-	23,718,764	40,846,399	43,601,713	32,152,073	157,071,466
Grand Total			80,045,651	205,088,301	285,133,952	72,723,358	71,068,285	44,901,713	32,452,073	17,052,517	523,331,898



*This section includes the
Acronym List
and
Budget Glossary.*

2022 Preliminary Budget Appendix



2022 BUDGET ACRONYM LIST

Acronyms are words formed from the initial letters of other words most commonly used in the context of the budget.

ADA – American Disabilities Act
AFR – Annual Financial Report
APTA – American Public Transportation Association
AWC – Association of Washington Cities
BRT – Bus Rapid Transit
CNG – Compressed Natural Gas
CTR – Commute Trip Reduction
DOT – Department of Transportation
FTA – Federal Transit Administration
FY – Fiscal Year
GFOA – Government Finance Officers Association
JBLM – Joint Base Lewis McChord
M&O – Maintenance and Operations
MOBI – Maintenance & Operations Base Improvements
ngORCA – Next Generation One Regional Card for All
PERS – Public Employees Retirement System
PT – Pierce Transit
PTBA – Public Transportation Benefit Area
SHUTTLE – Specialized Transportation
ST – Sound Transit
SUV – Special Use Van
TDS – Tacoma Dome Station
USDOT – United States Department of Transportation
VP – Vanpool
WSDOT – Washington State Department of Transportation
YE – Year End

2022 BUDGET GLOSSARY

Accounting System – Pierce Transit is a single enterprise that uses the accrual method of accounting. Under this method of accounting, revenues are recorded when earned and expenses are recorded as soon as they result in liabilities for benefits received.

Accrual Accounting – A basis of accounting in which revenues and expenses are allocated to the year in which they are incurred, as opposed to when cash is actually received or spent.

Accrual Basis – The basis of accounting under which transactions are recognized when they occur, regardless of the timing of related cash receipts and disbursements.

ADA Americans with Disabilities Act – Federal legislation mandating specific requirements for vehicles and facilities to accommodate the disabled.

Agency – As a government agency, Pierce Transit is often referred to as “the Agency” in this document and in other Pierce Transit publications.

Annual Ridership – The total number of passenger boardings on fixed route, SHUTTLE, or vanpool in a year.

Annual Service Hours – The number of hours of service provided during one year.

Appropriation – A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation usually is limited in amount and time it may be expended.

APTA – American Public Transportation Association. National, nonprofit trade association representing the public transit industry.

Basis of Accounting – The term that describes the criteria governing the timing of the recognition of transactions and events.

2022 BUDGET GLOSSARY

Beginning Reserve Balance – The fund balance as of January 1 that includes designated and undesignated amounts.

Boardings – Passengers are counted each time they board revenue vehicles no matter how many vehicles they use to travel from their origin to their destination. The official name of this statistic in National Transit Database (NTD) terms is “unlinked passenger trip.”

Bond – Long-term debt issued by an agency to help finance new acquisitions of property, facilities and equipment.

Budget – A financial plan to allocate financial resources to personnel, equipment, and facilities to deliver transit services to the public. It serves four main purposes: a policy statement, an operation guide, a financial plan, and a communication device.

Budget Amendment – A budget amendment is a formal action of the Board of Commissioners. An amendment is required in accordance with the Agency budget procedures.

Budget Revision – A budget revision is a record of change to the budget. A completed budget revision form is required for a revision.

Bus Rapid Transit – Bus Rapid Transit systems are designed to carry larger numbers of riders with greater speed, reliability and frequency than a standard fixed-route bus.

Capital Budget – The Capital Budget is a portion of the annual budget that appropriates funds for the purchase of capital items. It includes funds for capital purchases such as vehicles, construction of new facilities, maintenance machinery, and off-site improvements. In addition, payroll costs and supplies may be capitalized if they are a portion of a project greater than \$5,000. These items are distinguished from operating items due to their value (greater than \$5,000) and projected useful life (greater than one year). Effective 2002.

2022 BUDGET GLOSSARY

Capital Fund Account – An account used to segregate a portion of the Agency's equity to be used for future capital program expenditures. The amount of the capital account is roughly equal to the Agency's annual equipment depreciation and an amount identified as being needed for future capital acquisition.

Capital Reserve – Reserves established to meet expenditure requirements for capital programmed in the Six-Year Financial Plan – a minimum amount equal to ten percent of the six-year average annual capital expenditures and fifty percent of the average annual grant funding programmed in the Six-Year Financial Plan.

Congestion Mitigation & Air Quality Program (CMAQ) – A federal program that funds transportation projects that will contribute to meeting the attainment of national ambient air quality standards.

Cost per Passenger – The cost of carrying each passenger. This is determined by dividing the total cost of carrying all passengers by the total number of passenger trips.

Cost per Vehicle Mile – The cost of traveling one mile. This is determined by dividing the total cost of providing service by the total number of miles traveled.

Deadhead Time – The number of hours a bus is traveling while not in revenue service. Includes travel between the garage and the beginning/end of a route or travel between two routes when the vehicle is not actually in service.

Debt – The amount of money required to pay interest and principal on the Agency's borrowed funds.

Debt Service – The annual debt service requirements and future debt service schedule associated with the bonds currently outstanding as determined by the debt policy. Debt service includes the principal and interest payment obligations for the defined periods.

Department – A sub-organizational unit of a Division responsible for achievement of specific Agency objectives such as service support, facilities management, and procurement.



2022 BUDGET GLOSSARY

Division – An organizational unit of the Agency responsible for carrying out Agency functions such as Operations and Finance.

DOT – See USDOT and WSDOT

Dwell Time – The scheduled time a vehicle is allowed to discharge and take on passengers at a stop, including opening and closing doors.

Encumbrances – A classification of expenditures committed for goods or services for which payments have not been made.

Ending Reserve Balance – The fund balance as of December 31 that includes designated and undesignated amounts.

Enterprise Fund – An enterprise fund is a type of proprietary fund used to account for a government's business-type activities. An enterprise fund may be used to report any activity for which a fee is charged to external users for goods or services. Enterprise funds are commonly used by transit districts to focus attention on the cost of providing services, and they serve to highlight the portion of that cost being borne by taxpayers.

Expenditures – Decrease in net current assets. Expenditures include debt service, capital outlays, and those current operating costs that require the use of current assets.

Expenses – Decreases in net total assets. Expenses represent the total cost of operations during a period regardless of the timing of related expenditures.

Express – A segment of fixed route service that operates between major commuting centers without intermediate stops. This service is designed to be faster and more direct than local fixed route service. Express service is made up of Sound Transit service and other express services.

Farebox Recovery Ratio – The amount of total fares collected divided by total costs. This ratio indicates how much the passenger provides toward the total cost of service.



2022 BUDGET GLOSSARY

Fiscal Year – The fiscal year for Pierce Transit is the calendar year January 1 through December 31.

Fixed Guideway (fg) – A Public transportation facility using and occupying: a separate right-of-way (ROW) or rail for the exclusive use of Public Transportation; or a fixed catenary system usable by other forms of transportation.

Fixed Route – Bus operations that adhere to a published schedule on specific routes.

Full-time Equivalents (FTEs) – A unit used for measuring personnel according to the percentage of hours worked annually, based on a 40-hour workweek / 52 weeks / 2080 hours.

Fund – A fiscal or accounting entity with a self-balancing set of accounts. A fund is established for the purpose of carrying on specific activities in accordance with specific limitations.

Fund Balance – Fund balance is the difference between assets and liabilities. The fund balance consists of required reserves set by the Board of Commissioners policy and unreserved amounts.

Grants – A contribution by a government or other organization to support a particular function. Grants may be classified as either operational or capital depending on the purpose of the grant.

Grow America Act – Generating Renewal, Opportunity, and Work with Accelerated Mobility, Efficiency, and Rebuilding of Infrastructure and Communities throughout America is the proposed multi-year surface transportation reauthorization proposal in 2014.

Insurance Fund Account – This account reflects the Agency's self-insured risk management programs: workers' compensation, and unemployment benefits. Operating funds pay an appropriate premium into this fund, which then pays valid claims. Dedicated cash funds to cover potential claims have been accumulated and are maintained in this account. These funds are restricted in their use.



2022 BUDGET GLOSSARY

Insurance Reserve – Reserves set at a level to adequately protect the Agency from self- insurance risks. The risks and reserve levels will be evaluated annually.

JARC – Job Access and Reverse Commute program. A grant funding support van services for Temporary Aid to Needy Families (TANF) and Welfare to Work recipients to transport eligible individuals with low income to and from jobs and activities related to their employment.

Layover Time – The time a bus is not in service between two scheduled trips.

Local Service – Fixed route bus service which travels within the local service area and makes regular and frequent stops. Pierce Transit's local service extends north to the Federal Way Transit Center in south King County, south to Spanaway, west to University Place and Steilacoom, and east to Puyallup.

Maintenance and Operation Expenditures (M&O) – This term refers to expenditures paid to obtain goods or services; including such items as services, supplies, fuel, utilities, insurance, etc. This category does not include personnel or capital expenditures.

MAP-21 Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) – Federal legislation funding surface transportation programs through the Federal Transit Administration for fiscal years 2013 and 2014. It replaces *SAFETEA-LU*.

Mission Statement – This statement defines the purpose of Pierce Transit, thus providing long-term guidance to the Agency. This Mission Statement is the basis of the Agency's strategy priorities, annual goals, and objectives.

Modified Accrual Basis of Accounting – This method recognizes increases and decreases in financial resources only to the extent that they reflect near-term inflows or outflows of cash. Non-revenues and expenditures, including capital grant receipts, and capital acquisitions are budgeted on an accrual basis. Debt service principal is budgeted on a cash basis.



2022 BUDGET GLOSSARY

Net Cost per Passenger – A measure of the cost-effectiveness of a transit system. This is determined by subtracting total fare revenue from the total cost of providing service, divided by the number of passenger trips.

One Regional Card for All (ORCA) – The seamless fare system for the region's customers. It enables agencies to offer transit fare options, reduce media confusion, and improve interagency fare revenue reconciliation through an apportionment process. Regional fares are shared by the participating agencies which include Community Transit, Everett Transit, Kitsap Transit, King County Metro, Pierce Transit, Sound Transit, and Washington State Ferries.

Operating Budget – A plan of expenditures and proposed sources of financing current service. The operating budget does not include capital funds. The principle sources of revenue are operating income, sales tax, investment income and grants. All divisions are financed through this budget.

Operating Expenditures – The outflow of funds paid, or to be paid, for current goods and services.

Operating Reserve – Reserves maintained to provide a sufficient working capital and balance to finance cash flow requirements, unanticipated downturns in revenues, and provide funds for emergency expenditures - a minimum of two months of operating expenditures.

Operating Revenue – Funds that the Agency receives as income to pay for ongoing operations. It includes such items as: taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Passengers per Vehicle Hour – The number of passenger trips taken during one hour of service. This is calculated by dividing the total number of service hours by the number of passenger trips.

Performance Indicators – Measures by which Pierce Transit evaluates the effectiveness and efficiency of its operations.

Personnel – This item includes the cost of all salaries, wages, overtime, and benefits associated with the Agency's staff.



2022 BUDGET GLOSSARY

Platform Hours – At Pierce Transit, the terms platform hours and service hours are interchangeable (see Service Hours).

Regional Fare Coordination Project (ORCA / Smart Card) - The Regional Fare Coordination (RFC) Contract, Joint Consultant contracts, and the combined Agency activities related to the RFC System. The System, which comprises Community Transit, Everett Transit, Kitsap Transit, King County Metro, Pierce Transit, Sound Transit, and Washington State Ferries, will provide a common, non-cash fare system throughout the Agencies' service areas.

Replacement – Capital items having reached the end of a minimum normal service life.

Required Reserve – The amount approved by the Board of Commissioner for the account groups operating, capital, and insurance account groups needed to mitigate current and future risks.

Reserve – An account used to segregate a portion of fund balance to indicate that it is not available for expenditures; or an account used to segregate a portion of fund equity as legally set aside for a specific future use.

Revenue Hours – A calculation of service based on the number of hours a vehicle is in service providing passenger trips (and is potentially collecting fare revenue). Revenue hours do not include deadhead time but do include layover time between trips.

Revenue Miles – A calculation of service based on the number of miles in which a vehicle is in service providing passenger trips (and is potentially collecting fare revenue).

Revenue per Passenger – The amount of revenue received per passenger trip. This is calculated by dividing the total amount of fares collected by the total number of passenger trips.

Revenue Vehicle – Any vehicle which provides service resulting in fare revenue for the Agency.



2022 BUDGET GLOSSARY

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. Reauthorization of the federal surface transportation program covering the time periods 2005-2009 and extended through 2012.

Sales Tax – Tax on certain forms of consumption levied by the State of Washington within the service district for the Agency in the amount of six-tenths of one percent (0.6 percent) (effective 7/1/02).

Sea-Tac – The general geographic area between Seattle and Tacoma and a city in the same area.

Self-insurance – The items determined to be administered by the Agency rather than covered by an insurance policy. The costs may include workers' compensation, unemployment compensation benefits, related attorney fees and legal costs.

Service Hours – A calculation of service based on the number of hours a vehicle is on the road (includes revenue, recovery and deadhead hours) (also referred to as "Platform Hours").

Service Miles – A calculation of service based on the number of miles a vehicle is on the road (includes revenue, recovery, and deadhead miles but not training or maintenance road test miles).

SHUTTLE – see Specialized Transportation also known as SHUTTLE.

Single-Enterprise Fund – Pierce Transit is a single-enterprise fund. Within the single fund, there are account groups (operating, capital, and insurance).

Smart Card – see Regional Fare Coordination Project.

Sound Transit – Regional Transit Authority. A cooperative known as "Sound Transit" which includes Pierce, King, and Snohomish counties, established to implement a regional, integrated, transit system throughout the Puget Sound area.

Specialized Transportation – An Agency program whereby transportation services are provided to the area disabled.

2022 BUDGET GLOSSARY

Transfers – Amounts transferred from the operating budget to the insurance and capital budgets. These amounts represent the annual contribution to these budgets.

Unreserved Amount – The designated or undesignated fund balance resources available for spending.

USDOT – United States Department of Transportation. The federal agency responsible for overseeing, regulating and providing financial assistance to ensure safe, effective national transportation systems including the Federal Transit Administration.

Vanpool – A group of 5 to 15 people sharing the ride in an 8, 12, or 15-passenger van.

Vehicle Hours – Aggregation of time during which a transit vehicle leaves the operating base, is available for service, and returns to the operating base. Includes layover and deadhead hours.

Working Cash – Excess of readily available assets over current liabilities or cash on hand equivalents that may be used to satisfy cash flow needs.

WSDOT – Washington State Department of Transportation. The state agency responsible for carrying out state transportation programs including public transportation.



TITLE: Authorizing the Terms and Conditions of the Collective Bargaining Agreement (CBA) with the Amalgamated Transit Union, Local 758, for the Period of January 1, 2021 through December 31, 2023

DIVISION: Administration

SUBMITTED BY: Amy Cleveland, Executive Director of Administration

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed CBA

RELATION TO STRATEGIC PLAN: Employee

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: 2021-2023 ATU CBA

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 68,842,280	This is the total amount budgeted for ATU wages and benefits in 2021. The cost of the agreement is provided for within this amount. The 2022-23 costs will be provided for in the wage and benefit budgets for those years.
Grant/Other Amounts	\$	
Total Expenditure	\$ 68,842,280	

BACKGROUND:

The Collective Bargaining Agreement (CBA) between Pierce Transit and the Amalgamated Transit Union (ATU) Local 758 expired on December 31, 2020. After eleven (11) months of negotiations, the parties reached a tentative agreement and the Union ratified the contract with their members on December 9, 2021. The CBA governs wages, hours and working conditions of approximately 700 employees at Pierce Transit.

Highlights of the Tentative Agreement include:

Wages – Cost of Living Adjustments for the three years of the contract as follows:

2021 – 3.00%, and
2022 – 3.00%, and
2023 – 2.25%

COLAs will be retroactively paid in 2021 for employees active at the time of ratification. COLA wage increases will be applied in the pay period which includes January 1 of each year.

In recognition of service and dedication throughout the pandemic,

1. The Employer will pay each active employee who is on the payroll at the time of ratification of the 2021-2023 Collective Bargaining Agreement, "hazard pay" equal to \$2.00 per hour for hours worked in 2021 up to a maximum of \$1,500.00.
2. The Employer will pay each active employee who is on the payroll at the time of ratification of the 2021-2023 Collective Bargaining Agreement, a "retention award" equal to \$1,000 provided the employee worked a minimum of 1,000 hours in 2020.

The Employer will implement a COVID-19 administrative leave policy which provides for up to forty (40) hours of paid leave for confirmed positive cases or where quarantine is required.

In an effort to continue to attract and retain talent, the contract provides for paid holidays for Relief Transit Operators and the same vacation accruals as Transit Operators. Transit Operators will be eligible to carry over vacation accruals up to the maximum accruals available to the other employees covered by the Agreement.

New classifications were developed to provide for paratransit drivers without commercial driver licenses and a classification for micro-transit service.

Effective upon ratification, the employee premium share for medical insurance will increase to 10%. Part-time employees hired after ratification will be subject to a 20% premium sharing.

Other operational changes were negotiated in the tentative agreement to help address safety, efficiency and customer service and to support operational excellence. The proposed contract supports the key strategic initiatives and is closely aligned with the Agency's vision to be "your preferred transportation choice for today and tomorrow".

STAFF RECOMMENDATION:

Approve Resolution 2021-020, authorizing the Chief Executive Officer to enter into and execute the Collective Bargaining Agreement with ATU, for the period covering January 1, 2021 through December 31, 2023.

ALTERNATIVES:

The alternative is to reject the proposed settlement and potentially proceed to interest arbitration. This can be a lengthy and expensive process with an unpredictable outcome.

PROPOSED MOTION:

Move to: Approve Resolution No. 2021-020, authorizing the Chief Executive Officer to enter into and execute the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758, for the period covering January 1, 2021 through December 31, 2023 in substantially the same form as presented in Exhibit A.

RESOLUTION NO. 2021-020

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Terms and Conditions of the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758, for the Period of January 1, 2021 Through December 31, 2023

WHEREAS, the Collective Bargaining Agreement (CBA) between Pierce Transit and the Amalgamated Transit Union (ATU), Local 758, expired on December 31, 2020; and

WHEREAS, representatives of Pierce Transit and the ATU have concluded negotiations and have agreed upon a new tentative CBA, a three-year contract covering the period of January 1, 2021 through December 31, 2023; and

WHEREAS, the proposed CBA was ratified by the ATU membership on December 9, 2021; and

WHEREAS, the proposed CBA supports key bargaining initiatives closely aligned with the Agency's vision to be "your preferred transportation choice of today and tomorrow"; and

WHEREAS, the Chief Executive Officer recommends that the Board of Commissioners approve the tentative CBA as presented in Exhibit A as it supports several key elements of the Agency's strategic plan and it provides long term financial stability.

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

Section 1. The Chief Executive Officer of Pierce Transit is hereby authorized to enter into and the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758, for the period of January 1, 2021, through December 31, 2023, in substantially the same form as presented and attached hereto as Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 13th day of December 2021.

PIERCE TRANSIT

Marty Campbell, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW as last amended of all employees employed within the bargaining unit defined by the classifications listed in Appendices A, B, C, D, E and F to this Agreement. The Employer will notify the Union of newly created job classifications during the term of this agreement. After conferring with the Union, if no agreement is reached regarding inclusion of a job classification in the bargaining unit, the dispute will be referred to the Public Employment Relations Commission pursuant to 41.56 RCW. If the job classification is to be included in the bargaining unit, the Employer will negotiate the wage rate and changes of working conditions.

ARTICLE 3 – UNION DUES

- A. The Employer agrees to deduct from the paycheck of each employee who has affirmatively authorized it, as evidenced by a signed authorization form provided by the Union to the Employer the regular initiation fees, regular monthly dues and assessments uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees. The performance of this function is recognized as a service to the Union by the Employer. Revocation of dues withdrawal will be processed by the Employer within thirty (30) calendar days upon receipt of written notification to the Employer by the Union.
- B. The Employer agrees to deduct from the paycheck of each employee who has authorized it in writing as evidenced by a signed authorization card, a contribution to the ATU Committee on Political Education (COPE). The amount deducted shall be transmitted monthly to the COPE, 5025 Wisconsin Avenue, NW Washington, D.C. 20016. Authorization by the employee shall be on a standard form approved by the ATU International Office. and may be revoked by the employee upon written request. The performance of this function by the Employer is recognized as a service to the Union.
- C. New employees in positions covered by this Agreement, shall be informed the Union is their exclusive representative and their position is covered by the terms of this Agreement.
- D. The Employer shall notify the Union of the hire of new employees in positions represented by ATU Local 758 and the labor Agreement immediately upon hire. The Employer shall supply the following information to the Union regarding each new hire in a bargaining unit position; name, start date and or date of hire, address, work hours, work location classification, and rate of pay.
- E. When new hire orientations classes or sessions are conducted for new employees in bargaining unit positions, the Employer shall provide the Union with advance notice of said orientations and shall permit the Union not less than one (1) hour to give a presentation, answer question, distribute materials and provide lunch for said members who wish to join the Union. Attendance in such orientation(s) will and is voluntary. When a newly hired employee in a bargaining unit position who wishes to attend a Union orientation class but due to her/his involvement in an Employer job orientation training or newly assigned shift or schedule that does not allow for his/her participation in the scheduled orientation class, shall be

provided not less than a thirty (30) minute period of time outside her/his lunch or meal period to meet with a/the Union representative for an orientation wherein the employee shall not suffer any loss of pay.

- F. The Union shall indemnify and save the Employer harmless against any and all orders or judgments brought against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article, and any and all issues related to the deduction of dues or other payments to the Union, including reimbursement for any legal fees or expenses incurred in connection with any such action when the procedures of this Article are followed by the Employer.

ARTICLE 4 - UNION ACTIVITIES

- A. **Visitation and Conduct of Union Business:** Authorized representatives of the Union may, after notifying the head of the department or delegate, visit the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating conditions on the job. Such representatives shall confine their activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.
- B. **Union Representatives:** The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to resolve grievances and/or to serve as shop stewards.
- C. **Nondiscrimination:** A member of the Union acting in any official capacity whatsoever shall not be discriminated against for lawful acts as such officer of the Union.
- D. **Union Bulletin Boards:** The Employer shall provide at least one (1) but no more than three (3) Union bulletin board in each of the following locations: Maintenance facility, Operations lobby, Building Four 2nd Floor Cafeteria, Building Five, and other such locations as agreed to by the parties. Postings by the Union and its members shall be confined to such boards and shall be limited to the official business of the Union.
- E. **Leave for Business Representative(s):** The Executive Director of Employee Services will approve granting of leave without pay and without loss of continued accrual of seniority for any employee who is a member of the Union in good standing and who the Union may desire to have act as its Business Representative or other Union official locally engaged in the business of the Union. For pension continuation purposes only, such a leave may be designated as paid leave when agreement is made in cases where the Employer is reimbursed monthly by the Union for salary, retirement contributions, and any other related costs incurred by the Employer.
- F. **Union Leave of Absence:** Time off with pay to attend the following meetings, will be granted to authorized representatives of the Union.
1. When attending Union/Employer meetings when such meetings are called at the request of the Employer or its duly authorized representative.
 2. In the case of salary, fringe benefit and working condition negotiations when such negotiations are carried on with the Employer; and when these salaries, fringe benefits and working conditions are discussed by the Pierce County Public Transportation Benefit Area Corporation Board of Commissioners at its public hearings on the annual budget.

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Revised 11/29/21

Exhibit A

3. Twenty-four (24) hours' notice will be given by the Union before leave for such Union business is taken, unless waived by the Employer.
 4. Such meetings as referred to in paragraphs 1. and 2. shall not exceed one hundred sixty (160) hours in any one calendar year.
 5. For pension calculation purposes only, up to an additional three thousand (3,000) hours may be designated as paid leave when agreement is made in cases where the Employer is reimbursed annually by the Union for such hours.
 6. The amount of reimbursement shall be based on the average rate of pay as of January 1 of each year for the Union Vice President, Financial Secretary/Treasurer, and Recording Secretary, plus the Employer's portion of applicable payroll taxes, pension and deferred compensation.
 - a. No later than December 1 of each year, the Union shall provide written notice to the Human Resources department designating the number of reimbursable hours for pension continuation purposes, not to exceed one thousand five hundred (1,500) hours. If notice is not received by December 1, the union will not have the opportunity to use pensionable leave hours until July 1.
 - b. Upon receipt of an invoice from the Employer, the Union shall remit payment no later than February 15 of each calendar year.
 - c. In July of each year, the Union shall have a one-time, irrevocable election to designate additional reimbursable hours for pension continuation purposes, not to exceed the annual limit of three thousand (3,000) hours. The election shall be provided to the Employer in writing by July 1.
 - d. Upon receipt of an invoice from the Employer for these additional hours, the Union shall remit payment no later than August 15 of each calendar year. The Union will not receive a pro-rated refund at the end of the year if the actual hours used are less than the amount indicated in the election notice.
 - e. If the Employer does not receive a written election by July 1, then no additional hours shall be allocated for pension continuation purposes for the remainder of that calendar year.
 7. These hours will not be considered as hours worked for the purposes of calculating overtime.
- G. **Union Business Relief:** An employee relieved from work for Union business shall not be penalized more than the time lost at the straight time rate.
- H. **Union Officials Leave of Absence:** The Vice President, Financial Secretary/Treasurer, and Recording Secretary will be granted, with twenty-four (24) hours' notice, time off work to conduct the business of the Union relating to this Agreement.

ARTICLE 5 - WORK STOPPAGES

- A. The Union and the Employer agree that the public interest requires the uninterrupted performance of all Employer services and to this end pledge their efforts to avoid or eliminate any conduct contrary to this objective.
- B. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to disciplinary action.

ARTICLE 6 - MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- B. The direction of its working force is vested exclusively in the Employer. This shall include, but not be limited to, the right to:
 - (1) Direct employees;
 - (2) Hire, promote, transfer, assign and retain employees;
 - (3) Suspend, demote, discharge or take other legitimate disciplinary action against employees;
 - (4) Relieve employees from duty because of lack of work or other legitimate reasons;
 - (5) Maintain the efficiency of the operation entrusted to the Employer;
 - (6) Determine the methods, means and personnel by which such operations are to be conducted; and
 - (7) Take any actions necessary in condition of emergency, regardless of prior commitments, to carry out the mission of the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. **Purpose:** The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.
- B. **Definition:** A "Grievance," as is used in this Agreement, means a claim by the Union that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of this Agreement, including a disciplinary action under the just cause standard. Grievances shall be processed in accordance with the following procedures within the stated time limits.
- C. **Grievance Procedures – Contract Interpretation:** Steps in the grievance procedure for disputes involving contract interpretations:
 - STEP 1:** The Union representative shall present the grievance in writing to the appropriate division Executive Director, Manager or designee, with a copy to the Labor Relations representative, within ten (10) business days of knowledge of the act or event being grieved, and they shall

have ten (10) business days after receipt of the grievance to meet and resolve the issue. Note: The Union should contact the Labor Relations representative if there is a question as to who the appropriate designee would be to address the contractual concern at Step 1.

STEP 2: In the event that resolution is not reached, and the Union Business Representative believes the grievance has merit, the grievance shall be submitted in writing to the Executive Director of Administration or designee within twenty-five (25) business days of knowledge of the act or event being grieved. The grievance shall specify the act or event grieved, the date of the occurrence, the identity of the employee(s) who claims to be aggrieved, the specific provision of the Agreement that has been violated, and the remedy sought. The Employer will not be required to process a grievance until this information is provided. Grievances that do not meet this condition or are otherwise unclear will be identified by the Employer and referred back to the Union for written clarification. Time limits as they apply to this step will be suspended for up to five (5) business days to allow for union response.

STEP 3: The Executive Director Administration or designee shall serve as chair of a Grievance Committee consisting of appropriate Employer personnel as designated, who will meet with the Employee and the Union representative to review the facts and resolve the grievance. The meeting shall be held within twenty (20) business days after receipt of the written grievance and the committee shall render a written decision within twenty (20) business days after the meeting.

STEP 4: In the event the grievance remains unresolved, the grievance may be appealed to arbitration by so notifying the Executive Director of Administration or designee in writing by registered or certified mail. Such notification must be received no later than thirty (30) business days after receipt by the Union of the committee's decision.

D. Grievance Procedures – Disciplinary Action: In the event that a grievance arises that involves disciplinary action, it shall be handled in the following manner:

STEP 1: If the Union Business Representative or designee believes the grievance has merit, the grievance shall be reduced to writing and presented to the Executive Director of Administration or designee specifying the act or event grieved, the date of the occurrence, the identity of the employee who claims to be aggrieved, the provision of the Agreement that has been violated, and the remedy sought. The Employer will not be required to process a grievance until this information is provided. Grievances that do not meet this condition or are otherwise unclear will be identified by the Employer and referred back to the Union for written clarification. Time limits as they apply to this step will be suspended for up to five (5) business days to allow for union response. The grievance shall be presented within ten (10) business days after receipt by the Union Business Representative of the notice of discipline or the date of removal if the grievance involves immediate removal from the job site as provided in Article 11.C. Thereafter, the Union Business Representative or designee and the employee will meet with a committee chaired by the Executive Director of Administration or designee and other appropriate Employer personnel for the purpose of resolving the grievance. The meeting shall be held within twenty (20) business days after receipt of the request for the meeting. The committee shall render a decision in writing within twenty (20) business days after such meeting is concluded.

STEP 2: If the grievance remains unresolved, then the grievance may be appealed to arbitration by so notifying the Executive Director of Administration or designee in writing by registered or certified mail of notice of appeal to arbitration within thirty (30) business days after receipt by the Union of the committee's decision. This provision shall not apply to grievances related to written reminders.

STEP 3: If a grievance involving a written reminder remains unresolved at Step 1 of this process, the grievance may be appealed to the Grievance Resolution Panel ("the Panel") by so notifying the Executive Director of Administration or designee in writing within thirty (30) business days after receipt by the Union of the committee's decision. Thereafter, the Panel will review all such cases at a regularly scheduled meeting.

E. Arbitration Procedure:

1. If any grievance, dispute, or controversy, including disciplinary action, cannot be amicably adjusted in accordance with the provision of the grievance procedures defined in Sections C and D of this Article, it may be submitted to arbitration. Either party shall give notice of its intention to arbitrate as required in the applicable step. A list of nine (9) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Both parties shall meet, and each shall strike a name until one (1) arbitrator is selected.
2. The Union and the Employer both agree that the submission of a case to arbitration shall be based on the original written grievance submitted following the grievance procedure in Sections C and D of this Article, and shall contain the nature of the grievance; act or acts grieved; date of occurrence; actual work performed; identity of employee or employees who claim to be aggrieved; provisions, if any, of this Agreement that the Employer has violated; and remedy sought.
3. Unless agreed upon in writing by both parties prior to the scheduling of the Arbitration, no more than one (1) grievance, dispute, or controversy shall be submitted before the same Arbitrator at one (1) hearing.
4. Upon mutual consent of the parties, an important grievance, dispute, or controversy may be severed from the other matters so as not to be heard at the same arbitration session or by the same Arbitrator. The Arbitrator shall determine whether good cause has been shown.
5. The Arbitrator shall settle or decide an issue or grievance submitted for arbitration within thirty (30) calendar days from the date on which the arbitration hearing closed.
6. All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representatives.
7. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement, to limit or impair any common law right of the Employer, or to establish or change any wage or rate of pay contrary to the terms of this Agreement. In case of non-disciplinary arbitration, the power and authority of the Arbitrator shall be to hear and decide each non-disciplinary dispute and shall be limited to determining the meaning and interpretation of the terms of this Agreement as herein set forth. The decision of the arbitrator within these stated limits shall be final and binding on both parties and shall be in accordance with the laws of the state of Washington and the federal laws. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him/her by the parties in the presence of each other.

8. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement.
 9. The expense of the impartial arbitrator shall be borne equally by the parties. Each party shall bear the cost of preparing its own case, including attorney's fees and expenses, regardless of the outcome.
 10. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.
 11. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other monetary claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than one hundred eighty (180) calendar days prior to the date when such grievance shall have first been presented.
- F. **Expedited Arbitration Procedure:** The Union and the Employer shall, upon mutual agreement, invoke the expedited arbitration procedures per the Federal Mediation and Conciliation Service (FMCS).
- G. **Time Limits:** Any and all time limits specified in the grievance procedure may be waived in writing by mutual agreement of the parties. Failure by the Union to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Upon written notice, a retroactive waiver of up to five (5) business days will be provided by management to the Union on Step 2 grievances. Failure by the Employer to submit a reply within the specified time limits shall cause the grievance to advance to the next step of the grievance procedure.

ARTICLE 9 – FITNESS FOR DUTY EXAMINATIONS

- A. All employees may be required by the hiring authority with the approval of the Executive Director of Administration or designee to undergo for cause medical examinations to determine their physical and mental fitness to perform the work of the classification in which they are employed. The cost of these examinations shall be at the expense of the Employer.
- B. Determination of physical or mental fitness will be by a physician designated by the Executive Director of Administration. The physician will be provided a description of the work to be performed and its physical parameters.
- C. When an employee has been reported by the examining physician to be physically or mentally unfit to perform work in the position in which the employee is employed, the Employer will provide the employee with written notification of such findings by registered or certified mail. The employee shall have up to seven (7) working days from date of receipt of this notification to indicate in writing to the Executive Director of Administration the employee's intention to submit the question of physical or mental unfitness to a physician

of the employee's own choice at the employee's own expense. The same information provided to the initial examining physician relative to the work to be performed and its physical parameters shall also be provided to the employee's physician. Additionally, this physician will be given documentation outlining the Employer's concerns related to fitness for duty. The report of such examination shall be provided to the Executive Director of Administration not later than thirty (30) working days from the receipt of notification of unfitness of the employee.

- D. In the event of differing medical opinions, the employee shall undergo an examination by a third-party physician for resolution. This physician shall be mutually agreed upon by the Employer and the Union. The third medical examination shall be the deciding opinion. The cost of this examination shall be at the expense of the Employer.
- E. Actions of the Employer based on the results of the examination are not considered to be disciplinary. If the Employer demotes or discharges the employee because of such results, the action shall be subject to the grievance procedure in Article 8 of this Agreement.

ARTICLE 10 - PROBATIONARY EMPLOYMENT

- A. New employees, with the exception of Transit Operator Trainees, hired after the ratification of this Agreement shall be subject to a probationary period of one thousand forty (1,040) hours of time worked from the employment start date, provided that the Employer may extend such probation for a maximum of 520 additional hours. Periods of leave of absence without pay, paid leave and time worked in a transitional duty assignment will not be included in computing the 1,040-hour probationary period. Paid leave and transitional duty assignment hours will not be considered time worked for the purposes of calculating the 1,040 hours.
- B. For Transit Operator Trainees, at the successful completion of Transit Operator Trainee training and promotion to Relief Transit Operator, the probationary period as defined above in Section A shall begin, and standards set forth by management shall be adhered to.
- C. Probationary or "at will" employees, including Relief Transit Operators and Transit Operator Trainees, shall not be considered regular employees until the completion of their probation. Their retention as employees shall be strictly within the discretion of the Employer. Such employees will be provided Union representation if requested, however they shall not have recourse to the grievance procedure with regard to disciplinary actions including termination of employment.
- D. An employee who is promoted shall be required to complete a promotional probation period of employment of one thousand forty (1,040) hours of time worked, during which retention in the promotional position will be at the Employer's discretion. Periods of leave of absence without pay, paid leave and time worked in a transitional duty assignment will not be included in computing promotional probationary period. Paid leave and transitional duty assignment hours will not be considered time worked for the purposes of calculating the 1,040 hours. If the employee fails to successfully complete the promotional probationary period, the employee shall be permitted to return to the position from which he/she was promoted.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

- A. Written warnings, notices of suspension, and notices of discharge will become a part of an employee's personnel file. The employee and the Union will receive a copy of such disciplinary documentation. The employee will be asked to sign disciplinary documentation to acknowledge receipt. . If the employee chooses not to sign, a witness may note the employee's choice on the document.
- B. An employee may be disciplined, including suspensions, demotions and dismissals for cause.
 - 1. The employee or designee shall be given a copy of the notice of disciplinary action, which includes a statement of reasons for the action.
 - 2. The Union may appeal a suspension, or dismissal by filing a written grievance in accordance with the procedures specified in Article 8, Section D.1. of this Agreement.
 - 3. Suspensions shall be effective not more than ten (10) business days from the date of the notice of discipline, excluding any leaves, days off and holidays of the employee.
- C. If the Employer believes a situation exists requiring the immediate termination or removal from the job site of an employee, the hiring authority should carefully document the reasons for such a decision. Grounds for immediate dismissal shall be:
 - 1. Intoxication, drinking intoxicating beverages, or possession or use of illegal drugs while on duty or on the Employer's premises, or arriving on the job under the influence of intoxicating beverages or drugs.
 - 2. Misuse of drugs.
 - 3. Dishonesty.
 - 4. Mishandling of Employer revenues.
 - 5. Insubordination.
 - 6. Striking or abusing a supervisor, customer or fellow employee.
- D. Disciplinary actions involving suspensions without pay, demotions, or dismissal shall be subject to the grievance procedure of this Agreement. Disciplinary actions involving written warnings issued as the first step of discipline may be grieved and processed up to, but not including, arbitration.

ARTICLE 12 - SENIORITY

- A. The following types of seniority are recognized:
 - 1. Agency seniority, which is the length of continuous employment of an employee with the Employer commencing on the employee's last date of hire.
 - 2. Classification seniority, which is the length of aggregate employment of an employee within a classification to which he/she has been regularly appointed and commencing on the date on which the employee is appointed to a regular, budgeted position.

- a. Employees who are promoted to a classification not included in the bargaining unit shall have their seniority frozen and will lose said seniority at the conclusion of one (1) year (to include the probationary period).
 - b. Employees promoted to the position of Service Supervisor, Instructor, Dispatch Coordinator, Specialized Transportation Dispatcher, Communications Coordinator, Service Impacts Supervisor, Special Events Coordinator, Service Support Training Coordinator, or Communications Controller shall continue to accrue seniority in the position from which they were promoted concurrent with service in the new classification.
 - c. Employees promoted to a Lead position shall continue to accrue seniority in the position from which they were promoted concurrent with service in the new classification.
 - d. An employee who is temporarily appointed to a classification shall not accrue seniority in that classification.
 - e. Employees moving from one bargaining unit classification to another bargaining unit classification will have their seniority frozen in their previous classification with the exception of 2. b and c in this Article, and apprentices.
- B.
- C. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. However, an employee's time on any authorized leave of absence or layoff will not discontinue or reduce the employee's classification seniority.

ARTICLE 13 - LAY OFF AND RECALL

- A. **Lay off:**
- 1. In the event of a layoff, the Employer shall determine the classifications in which positions are to be reduced. Employees will be laid off in accordance with classification seniority as defined in Article 12.A.2. Employees who are designated to be laid off shall be given thirty (30) calendar days' notice, or as much advance notice as possible, prior to the effective date of the layoff.
 - 2. An employee who is in a classification designated for reduction may displace an employee in any equal or lower classification in the division in which said employee previously held regular status; provided said employee has more seniority in the classification than the employee he/she desires to displace. This option shall only be exercised once in any lay off.
 - 3. Agency seniority for benefits purposes shall not accrue during lay off.
- B. **Recall:**
- 1. Employees shall be recalled in the reverse order of lay off as provided in Section A. above.
 - 2. Notice of recall shall be mailed to employees at their last known address by registered or certified mail and email if applicable with a copy to the Union. It is the employee's responsibility to keep the Employer informed of his/her current mailing address or email address if applicable. If any employee fails to notify Employee Services of his/her intent to accept the recall within ten (10)

calendar days from the date of mailing the notice of recall, he/she shall be considered to have quit, shall cease to have seniority, and shall have his/her name removed from the recall list.

3. Prior to reinstatement, employees must be able to perform the essential functions of the job as outlined in the job description. An employee unable to perform the essential functions due to illness or injury will retain his/her position on the recall list. Prior employee performance may not be used to deny reinstatement.
 4. Training on technology and equipment introduced during lay off will be provided and the employee will have thirty (30) calendar days after completion of training within which to demonstrate the ability to perform the job as outlined in the job description.
 5. Recall and Seniority rights of any employee shall expire twenty-four (24) months from the date of lay off.
- C. **Employer's Authority:** Nothing in this Article or any part of this Agreement is intended to restrict the sole authority of the Employer to determine the necessity of service reductions, the form of the reduction, and the duration of lay off.
- D. **Furlough:** shall mean a status wherein an employee is placed in an unpaid and inactive status for a period of time, as determined by the Employer.
- 1) The Employer will determine which classifications will be placed on furlough. Where more than one employee occupies a position in a classification identified for furlough, the Employer will allow at least twenty-four (24) hours for employees in that classification to volunteer for furlough.
 - 2) Where no employee in the classification identified volunteers, employees will be selected by classification seniority. If the furlough is due to a "temporary or emergent situation", employees selected for furlough may not displace or bump other employees in lower classifications.

Medical Benefits: For any non-probationary/trainee employee who is placed on furlough and qualifies for Employment Security Benefits, the Employer will continue to provide up to two (2) months of employer paid healthcare insurance if the employee elects to continue benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and pay the employee's portion of the healthcare insurance premiums. If the employer determines the furlough will be extended past the eight (8) week period, both ATU Local 758 and the affected employee(s) will be notified prior to the discontinuance of the COBRA benefits. If the employee has not been or elected to be laid off, she/he will have said COBRA benefits extended for an additional eight (8) weeks. After the eight (8) week COBRA extension and employee(s) remain on furlough, the Union and Employer will meet to determine the future status of said employee(s) to include healthcare benefits under COBRA.

Other Benefits: Employees on furlough will not be permitted to utilize vacation or sick Leave. Leave accruals will remain frozen and available to the employee upon her/his return to work. Accrued vacation leave in the year the employee is furloughed may be carried over into the following year. If an employee is separated from employment (resigns, retires, laid-off, etc.) during the furlough, leave accruals will be cashed out per the Collective Bargaining Agreement (CBA), and/or Pierce Transit policies.

Seniority: While on furlough and not separated from employment, classification seniority will continue. Any probationary period will be extended upon return to work for an amount of time equivalent to the furlough period.

Reasonable Contact: Furloughed employees must remain in contact on a once weekly basis with their Manager or Assistant manager and shall provide a current phone number to Employee Services. If an employee fails to notify Employee Services of his/her intention to return to work within two (2) business days from the date of being contacted, will be considered to have quit.

ARTICLE 14 - INSURANCE AND OTHER BENEFITS

A. General – Benefit Information:

1. The Agency will provide medical, dental and vision insurance plan coverage for all eligible employees and their dependents.
2. Employees may waive coverage under both the group medical (including vision) and dental insurance plans offered by the Employer if they are covered under another plan. Employees waiving medical (including vision) coverage will receive three hundred dollars (\$300) per month in lieu of Employer-provided medical provided Federal and State laws allow, Those who waive dental will receive fifty dollars (\$50) per month in lieu of Employer-provided dental provided Federal and State laws allow. Waiver of both medical (including vision) and dental will result in a total of three hundred and fifty dollars (\$350) per month. Employees electing to drop medical or dental insurance will be required to provide evidence of alternative coverage and cannot change this election until the annual open enrollment period. Because the AWC Benefit Trust requires a minimum participation rate of seventy five percent (75%) of all eligible employees in the bargaining unit, once the 25% threshold is reached, the - program will be closed, and future waiver slots that become available will be offered on a first-come, first-served basis on a list maintained by the Employer and shared with the Union. If a married couple or domestic partnership couple is covered by Pierce Transit insurance, neither may receive the opt-out provision by refusing Pierce Transit's insurance.
3. An employee may elect to cover his/her domestic partner on the Employer's group medical and/or dental plan under the same terms and conditions as those applied to a legal spouse. The insurance plan provider will determine the verification documentation required for domestic partnership, spouse and dependent enrollment.
4. The Employer will not change the existing medical, vision and dental insurance policies during the term of this Agreement unless by mutual agreement of the Employer and the Union. If an increase in total plan premium exceeds ten percent (10%) in any benefit year, the Employer and the Union agree to discuss selecting a less costly plan. If the parties are unable to agree on a plan for which the increase in the total plan premium does not exceed ten percent (10%), any increase over ten percent (10%) will be split equally between the Employer and each employee.

In addition, the Union and the Employer will annually jointly review the medical, dental and vision insurance policies and will work together to develop methods by which to ~~to~~ control the increasing costs of health care insurance;

5. Medical, dental and vision plan design is outlined per the AWC Benefit Trust and agreed to between the parties.
6. Employees will be offered the option of participating in a flexible spending account.

B. Medical, Dental & Vision Insurance:

1. The employer will pay the actual premium cost for medical, dental and vision insurance coverage for each participating employee, subject to an employee monthly premium cost share on a tiered rate basis, based on the employee's medical plan and coverage selection according to the following:

c. Effective upon ratification, employees regularly scheduled thirty (30) hours or more per week will pay a 10% premium cost share for all medical and dental plans. Employees on the Kaiser plan will pay a 7.5% premium cost share effective upon ratification and move to the 10% cost share in January 2023.

The Vision Service Plan (VSP) or a comparable vision plan, will have a 0% premium cost share. The plans shall be:

- Kaiser (Group Health) HMO, \$20 Copay/\$200 Deductible Plan
- Regence, HealthFirst 250 Plan
- Vision Service Plan (VSP), \$0 Copay Plan
- Dental of Washington, Plan E
- Willamette Dental, \$15 Copay Plan

Part-time employees scheduled to work less than 30 hours per week will pay a 20% premium cost share for all medical and dental plans.

Part time employees may waive medical coverage but shall not receive the opt-out benefits outlined in Section A2 above. Part-time employees hired prior to the ratification of this Agreement will not suffer the proration of premiums.

2. All premium cost sharing will be based on actual AWC rates.

C. Life Insurance:

1. All represented employees shall be enrolled in the group life insurance plan unless coverage is specifically waived. The benefit amount will be equal to one times the insured's annual basic salary. The Employer shall contribute one hundred percent (100%) of the monthly premium per one thousand dollars (\$1,000) of coverage for each employee on the plan only while the insurance carrier's policy does not allow employees to make contributions toward their Basic Life Insurance monthly premiums. In the future, should the carrier's policy regarding employee contributions change or should Pierce Transit change carriers to one that would allow for employees to make contributions toward their Basic Life Insurance monthly premiums, the Employer shall contribute fifty percent (50%) of the monthly premium per one thousand dollars (\$1,000) of coverage for each employee on the plan.

2. The minimum group life insurance coverage for employees shall be five thousand dollars (\$5,000). Whenever, as of January 1 and July 1, the insured's annual basic salary exceeds the amount of insurance in force, the insurance coverage for said insured shall be raised to the next highest thousand dollar (\$1,000).
 3. Employees may also purchase an optional supplemental group life insurance plan, the premiums for which shall be the sole responsibility of the participating employee.
 4. The Employer may move to a new insurance carrier for Life Insurance, so long as coverage remains equal or better to that which is currently provided to bargaining unit employees. Such comparison will be made based on the Employer's contribution of fifty percent (50%) of the premiums as stated in Article 14.c.1 above.
- D. **Assault Insurance:** The Employer shall pay a principal sum of fifty thousand dollars (\$50,000) to an eligible employee who is feloniously assaulted in the course and scope of employment for injuries resulting in death, dismemberment or permanent total disability that prevents the employee from returning to the job of injury. This payment would be in addition to benefits to which the employee would be entitled under the workers compensation laws of the state. For employees claiming dismemberment or a permanent total disability, eligibility for the assault benefit will be dependent upon the Washington State Department of Labor and Industries impairment and disability rating.
- E. **457 Deferred Compensation:** The employer shall pay on a dollar-for-dollar matching basis a percentage of wages into a deferred compensation savings program. The match applies to employees who have completed probation, The match shall be based on years of agency service. Employees participating in the program will receive an annual match according to the following schedule:

Employees with:	Shall receive up to:
Less than 10 years of service	4.25% of wages matching contribution per calendar year
10 – 14 years of service	5.25% of wages matching contribution per calendar year
15 or more years of service	6.0% of wages matching contribution per calendar year

- F. **Long-Term Disability:** All represented employees will participate in a 100% employer paid long-term disability insurance program. The Union and the Employer will periodically jointly review the costs of this insurance and work together to ensure a plan is offered that provides a comprehensive disability benefit at the lowest cost available. The long-term disability plan shall have no more than a ninety (90) day waiting/elimination period and provide a minimum benefit of sixty percent (60%) of an individual's monthly base wages up to the plan maximum and as defined by the plan.

The Employer may move to a new insurance carrier for Long-Term Disability Insurance, so long as coverage remains equal or better to that which is currently provided to bargaining unit employees.

ARTICLE 15 - WAGES AND OVERTIME COMPENSATION

A. Wages:

1. Employees covered by this Agreement on the day the Board of Commissioners adopts the Collective Bargaining Agreement shall receive wages in accordance with the wage schedules specified in Appendices A, B, C, D, E and F of this Agreement. The wage schedule shall reflect an adjustment to base wages as follows:

January 2021	3.0%
January 2022 – December 31, 2022	3.0%
January 2023 – December 31, 2023	2.25%

Adjustment to base wage changes shall be made effective the pay period which includes January 1 of each year.

Retroactive payments of wages shall be made only to those employees still employed as of the date of ratification.

2. Employees hired after the ratification date of this agreement will begin at the first step in their assigned wage ranges and will move to the next step at the end of the probationary period. Subsequent wage step increases will be on an annual basis. If a hiring authority determines that an employee's performance is unsatisfactory, written notice of such unsatisfactory performance will be given to the employee and the Executive Director of Administration or designee at least ten (10) calendar days prior to the effective date of the scheduled salary increase. The scheduled salary increase shall then be suspended until such time as the hiring authority determines that the employee's performance has returned to a satisfactory level.

An internal candidate (current employee) selected for an ATU bargaining unit position through a competitive recruitment process within Pierce Transit shall be placed in a salary step within the salary range of the new position which represents the closest higher salary for the employee. At no time will the employee be placed above the highest step of the new position's salary range. This language shall supersede the current language contained in Section 4.2.3 Compensation of the Personnel Manual.

4. Changes to wage scales shall occur on the date specified in the appendices attached to this Agreement and made a part thereof. Step increases will occur on the effective date specified in the employee's record subject to the parameters of A.2 of this Article.
5. An employee may be paid at a rate above the first step if there is a shortage of qualified applicants.
6. Employees with off-the-job injuries or illnesses, who are performing light or transitional duty assignments, shall be paid the hourly rate for Step 1 of the Clerical Assistant classification (Appendix E), or their own hourly rate, whichever is less, for all such work.

7. Apprenticeship:

Apprenticeship Wages:

- a. Year 1: If the employee is a current employee, the apprentice shall receive the current basic wage rate, exclusive of special or premium pay, or eighty percent (80%) of the first step of the assigned wage range for the journey-level position for which the employee is an apprentice, whichever is higher. If the apprentice was not an employee prior to selection as an apprentice, the apprentice shall be paid at the rate of eighty percent (80%) of the first step of the assigned wage range for the journey-level position for which the employee is an apprentice.
 - b. Year 2: The apprentice shall receive eighty-five percent (85%) of the first step of the assigned wage range for the associated journey-level position.
 - c. Year 3: (if applicable) The apprentice shall receive ninety percent (90%) of the first step of the assigned wage range for the associated journey-level position.
 - d. Year 4: (if applicable) The apprentice shall receive ninety-five percent (95%) of the first step of the assigned wage range for the associated journey-level position.
8. **Training Pay:** Employees who are assigned to assist an apprentice will be paid training pay at two dollars (\$2.00) per hour for each full hour in which they work in such assignment.

B. Longevity Pay

1. Bargaining unit employees employed by the Employer on February 29, 1980 are eligible for longevity pay as a percentage of their base rate of pay received for the class in which they are currently being paid. No employee hired after February 29, 1980 is eligible for longevity pay.
2. Longevity pay is paid according to the following schedule:

From five (5) through nine (9) years' aggregate service	One percent (1%) per month
From ten (10) through fourteen (14) years' aggregate service	Two percent (2%) per month
From fifteen (15) through nineteen (19) years' aggregate service	Three percent (3%) per month
From twenty (20) years' or more aggregate service	Four percent (4%) per month
3. Eligibility for longevity pay shall be determined by the length of aggregate City of Tacoma/Employer service and will be paid an employee at the first of the calendar year in which any of the above-stipulated periods of aggregate service will be completed.

C. Medicare Excluded Employees

Effective January 1, 2018, bargaining unit employees who were employed by the Employer February 29, 1980 through October 1, 1985, who have not paid into Medicare, shall receive 1.45% added to their base pay.

D. Overtime

1. A minimum of two (2) hours shall be paid for call back when required to report for work outside of the established workday or workweek for the class and for the department. Overtime work shall include only that work performed by employees, at the direction of a hiring authority or designee, which, as part of a single tour of duty or by reason of a call back, exceeds forty (40) hours of paid

time in a workweek. Leave without pay will not be considered time worked for the purpose of computing overtime hours.

2. All employees shall receive time and one-half cash compensation for overtime work performed, except when such work results from a trade as provided in Article 24.F. Work performed by employees, on their scheduled day off will be paid at time and one-half when paid time in the work week exceeds forty (40) hours. Leave without pay will not be considered time worked for the purposes of computing overtime hours. All employees except Transit Operators shall receive double time for work performed on the seventh (7th) consecutive day of work.
 3. All employees shall receive a minimum of two (2) hours work each time they are required to report for work, except when attending committee and administrative meetings on a voluntary basis. In these instances, the minimum shall be one (1) hour.
 4. Whenever two or more overtime or premium rates may appear applicable to the same hours or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of applicable rates shall apply.
- E. **Survivor Dependent Medical Coverage:** In the event of the death of an employee caused by workplace violence, surviving dependent(s) covered by the decedent's medical, dental and vision plan at the time of the employee's death shall continue to receive Employer medical coverage, via COBRA, with no change in premium share for a period of six (6) months.

ARTICLE 16 – HOLIDAYS

- A. The following are holidays for all employees of the Employer.

New Year's Day (January 1st)
Martin Luther King, Jr.'s Birthday (3rd Monday of January)
President's Day (3rd Monday of February)
Memorial Day (Last Monday of May)
Juneteenth (June 19)
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)

- B. All employees who have completed probation shall have two (2) paid personal holidays per calendar year for which time off shall be mandatory; both days shall be mutually agreed to by both employee and employer.

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- C. In addition, employees as specified above shall be granted such additional holidays as may be determined by the Board of Commissioners from time to time by resolution.
- D. Employees shall receive pay for the holiday provided they are 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:
 - 1. The request for leave without pay is submitted by the employee not less than twenty-four (24) hours nor more than ninety (90) calendar days prior to the holiday.
 - 2. Approval is at the Employer's discretion and must be granted prior to the effective date of the leave of absence without pay.
 - 3. 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.
- E. Holidays or time off in lieu of holidays shall be scheduled so as to meet the operating requirements of the Department and, as far as practicable, the preferences of the employees. In the event time off in lieu of holidays has been scheduled for the end of the year, and an employee is unable to use such days off in lieu of holidays due to continuous illness or disability, with a written request submitted to the Executive Director of Employee Services or designee prior to the end of the calendar year in which the days off in lieu of holidays could not be used, such unused days off may be carried over for use in the following year. Upon separation from the Employer in good standing, regular or probationary employees shall be compensated for any unused holidays or days off in lieu thereof to which they are entitled, as set forth in this section.
- F. When one of the holidays listed in this section falls on a Saturday, the day preceding will be observed as a holiday with pay, and when one of the holidays listed in this section falls on a Sunday, the next day following will be observed as a holiday with pay.
- G. Holiday pay for full-time employees (per A & B above) shall be paid for eight (8) hours at the employee's basic rate of pay, exclusive of premium or special pay. Part-time employees, shall receive holiday pay equal to the average number of paid hours in the previous pay period divided by ten (10), with holiday pay being not less than four (4) hours nor more than eight (8).
- H. Employees covered by the Agreement who work on any holidays as designated in this Article shall receive, if eligible, time and one-half at the employee's regular rate of pay, exclusive of special or premium pay for all time worked on the holiday in addition to holiday pay.
- I. 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. However, employees scheduled to work ten (10) hours per day on a holiday, who are unable to work due to illness or injury, may elect to supplement the holiday pay with up to two (2) hours of accrued and/or designated WPSL.
- J. Employees (other than Transit Operators) who are scheduled to work ten (10) hours per day for four (4) days per week (4/10), who are not assigned to work on a designated holiday, shall choose from among the following options for the pay period containing the holiday. These options apply to work groups that are not required to revert to 5/8's (eight [8] hours a day, five [5] days a week).
 - 1. Use two (2) hours of vacation leave without pay;

2. Use two (2) hours of accumulated vacation leave; or
 3. Work an additional two (2) hours on a regularly scheduled workday within the same workweek as the holiday; such time shall be compensated at the employee's straight time rate.
- K. Transit Operators signing a 4/10 schedule shall receive up to a maximum of eight (8) hours for each of the ten (10) holidays observed by the Employer plus Personal Holidays. At the end of the work week containing a holiday, such Transit Operators will receive the amount of guarantee pay necessary to bring the weekly total of compensated hours up to forty (40). All hours of compensation received in that week shall be considered in the calculation of the forty (40) hours.

ARTICLE 17 - VACATION LEAVE

A. Rate of Accrual of Vacation Leave:

1. Employees shall accrue vacation leave for each bi-weekly pay period in which they have been in a paid status a minimum of fifty-six (56) hours in accordance with the schedule in Section A.2 of this Article. This requirement shall not apply to employees on union leave status or the Union's Business Agent. Eligible employees who are on a leave of absence for active training duty or for inductive purposes with the Armed Forces of the United States shall continue to accrue vacation.

Vacation leave earned shall be credited to an employee's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned.
2. 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:
 - a. At hire through December 31 in which year 4 is completed: 3.6924 hours each pay period
 - b. On January 1 of the year in which year 5 is completed: 4.6154 hours each pay period
 - c. On January 1 of the year in which year 9 is completed: 5.2308 hours each pay period
 - d. On January 1 of the year in which year 14 is completed: 6.1539 hours each pay period
 - e. On January 1 of the year in which years 19 through 28 are completed: For each of these years an additional .3077 hour will be accrued per pay period.

Example: An employee hired in September 2010 will complete 5 years in September 2015. On January 1, 2015 the vacation accrual rate will increase from 3.6924 to 4.6154 hours per pay period. The next increase in accruals will take effect on January 1, 2019.
3. Vacation accruals based on tenure shall be credited at the first of the calendar year in which any of the above periods of aggregate service will be completed.
4. New employees shall not be eligible for vacation leave until they have completed the required probationary period of service but shall accrue vacation based on the above schedule beginning from the date of their appointment.
5. Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual. In the event an employee is unable to use vacation prior to exceeding the two (2) year limitation because of

continued illness due to job related disability, and provided the employee submits a written request to the Executive Director of Administration or designee explaining the employee's circumstances, such unused vacation leave may be allowed to accumulate until the employee returns to work or is separated. Vacation leave in excess of two (2) years' accrual, if not taken within one hundred eighty (180) calendar days after the employee returns to work, shall be forfeited.

B.

6. Permissible Use of Vacation Accruals with Pay:

1. 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 Employer and, as far as practicable, the preferences of the employees.
2. Vacation leave shall be charged in full assignment increments for Full-Time Transit Operators, e.g. eight (8) or ten (10) hours depending on their shift assignment. Provided, however:
 - a. If an operator works a split shift, they may take one or both as vacation leave.
 - b. No vacation leave will be granted that requires on the road relief unless a relief vehicle is already going to the location at which relief is needed within 30 minutes of the requested vacation leave start time.
 - c. Operators signing straight runs may choose to vacate their bid assignment and make themselves available for open work such as a tripper or that which would meet their leave request without requiring training or an on the road relief.
 - d. Relief Transit Operators shall be charged in full eight (8) hour increments regardless of their daily shift assignment.
3. Clerical Assistants serving in the capacity of Money Counters shall be paid vacation leave by dividing the total number of paid hours in the previous pay period by the total number of days paid in the previous pay period (however, total number of days paid does not include paid weekend days for emptying currency bins).
4. Road Relief:
 - a. Paratransit Operators who do not have a "split" run/assignment option, will be relieved at the base for partial run/assignment vacation leave requests, and shall be exempt from limitation of "road relief" requests.
 - b. On road reliefs will be granted for family medical emergencies, personal illness or injury, accident/incident (if necessary or requested) or management directive.
 - c. Officers/Shop Stewards and designees of the Union shall be exempt from limitation on road reliefs.

C.

Payment for Vacation:

1. An employee, when terminating employment with the Employer, shall be compensated for vacation leave earned and accrued to the date of separation, provided that new employees who are discharged or who resign during their six (6) month probationary period shall not be entitled to compensation.

2. 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 he/she worked the majority of the time in the six (6) month period immediately prior to the effective date of the vacation leave taken.
 3. 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 not for less than ten (10) working days. After such payment, the employee must take his/her vacation for the entire period for which payment was made.
 4. Vacation pay shall be paid for a maximum of ten (10) hours at the employee's basic rate of pay, exclusive of special or premium pay for employees assigned to a 10-hour shift/4-day work week and a maximum of eight (8) hours at the employee's basic rate of pay, exclusive of special or premium pay for employees assigned to an 8-hour shift/5-day work week.
 5. Transit Operators may carry over excess vacation hours not used during the year into the next calendar year up to the maximum accrual limits.
- D. **Vacation Sell-Back:** All represented employees, may sell back to the employer up to forty (40) hours of vacation a year provided the following:
1. Employee must have taken forty (40) hours of vacation within the current calendar year and have a minimum of eighty (80) hours of vacation balance remaining after the sale;
 2. Employee must submit the appropriate form in November of each year to his/her manager for approval;
 3. Requests must be submitted to the Accounting Department no later than November 30th of the year. Payment will be issued no later than December 31st.

ARTICLE 18 - SICK LEAVE, WITH AND WITHOUT PAY

- A. **Definitions:** The following definitions apply to this Agreement:
1. **Eligible Employee:** Regular full-time and regular part-time employees are eligible for paid sick leave. Limited term, temporary, and seasonable employees, trainees and interns are eligible only for hours accrued as Washington Paid Sick Leave (**WPSL**).
 2. **Washington Paid Sick Leave (WPSL)** - Paid sick leave complying with the required provisions of RCW 49.46 and WAC 296-128.
 3. **Traditional Sick Leave (TSL)** – Paid sick leave accrued per the CBA and this MOA, as a preexisting benefit before the introduction of WPSL.
 4. **Paid Sick Leave** – A combination of both **WPSL** and **TSL**, representing all of an employee's sick leave benefit.
 5. **Family members:** Family member is defined by RCW 49.46 and WAC 296.128 to include the following:

- a. **Child** of the employee, including a biological, adopted, foster, or step child, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. **Parent** of the employee, employee's spouse, or employee's registered domestic partner, including a biological, adoptive, de facto, or foster parent, step parent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child;
 - c. **Spouse**;
 - d. **Registered domestic partner**;
 - e. **Grandparent** of the employee, the employee's spouse, or the employee's registered domestic partner;
 - f. **Grandchild**; or
 - g. **Sibling**.
6. **Hours worked:** Hours actually worked by an employee, including overtime hours, but not including paid or unpaid leave hours. Overtime hours worked are accounted for by actual hours worked, not the one and one-half (1.5x) rate at which the hours are paid.
7. **Year:** January 1 to December 31 of each calendar year.
- B. **Accrual of Paid Sick Leave:** The following provisions, unless otherwise specified, apply to all regular or probationary employees in the bargaining unit:
- 1. **Accrual of Washington Paid Sick Leave (WPSL):**

All Employees, including full-time, probationary, and part-time employees accrue **WPSL** at the rate of .025 hour for each hour worked (*i.e.*, 1 hour for every 40 hours worked), including overtime hours but excluding paid or unpaid leave. There is no limit on the amount of **WPSL** that may be accrued each calendar year.

Example: an employee working eighty (80) hours in a bi-weekly pay period accrues two (2) hours of **WPSL** in that pay period.
 - 2. **Accrual of Traditional Sick Leave (TSL):**
 - a. **Full-time employees:** Regular or probationary employees accrue **TSL** for each bi-weekly pay period in which they have a minimum of fifty-six (56) hours in a paid status. The **TSL** accrual rate depends upon the amount of **WPSL** accrued during the same bi-weekly pay period. **WPSL** and **TSL**, when combined together, accrue at the rate of 3.6924 hours for each bi-weekly pay period.

Example 1: In a bi-weekly pay period, a full-time employee works eighty (80) hours. The employee accrues two (2) hours of **WPSL** and 1.6924 hours of **TSL**, for a combined total accrual of 3.6924 hours.

Example 2: In a bi-weekly pay period, a full-time employee works sixty (60) hours. The employee accrues one and a half (1.5) hours of **WPSL** and 2.1924 hours of **TSL**, for a combined total accrual of 3.6924 hours.

Example 3: In a bi-weekly pay period, a full-time employee takes two (2) full weeks of approved paid vacation and does not work any hours. The employee accrues zero (0) hours of **WPSL** and 3.6924 hours of **TSL**.

The requirement of having a minimum of fifty-six (56) hours in paid status to be eligible to accrue **TSL** shall not apply to the Union's Business Representative and employees on Union leave status. Eligible employees on a leave of absence for active duty training purposes with the U.S. Armed Forces shall accrue **TSL**.

- b. **Part-time employees:** Regular or probationary employees accrue **TSL** at the rate of .021175 hours per hour worked, including overtime but excluding any types of paid or unpaid leave, and .046175 hours per hour in which they are in paid status but not working (*e.g.*, while on paid leave). Part-time employees stop accruing **TSL** once they have accrued ninety-six (96) hours of combined **WPSL** and **TSL** in a single calendar year.

Example: a part-time employee who has accrued ninety-six (96) hours of combined **WPSL** and **TSL** in October will accrue only **WPSL** for the remainder of the calendar year.

- 3. Sick leave earned shall be credited to an employee's accruals after the completion of each bi-weekly pay period and may not be used in the pay period earned.

C. Annual Carry-Over:

- 1. **Carryover – Washington Paid Sick Leave (WPSL):** Full-time, probationary, and part-time ATU represented employees shall be eligible to carry-over a maximum of forty (40) hours of accrued **WPSL** from one calendar year to another. At the end of each calendar year, any accrued **WPSL** in excess of forty (40) hours will be converted to **TSL**.

Example: an employee who ends a calendar year with sixty (60) hours of accrued **WPSL** will have forty (40) hours of **WPSL** carried over to the following calendar year and twenty (20) hours of **WPSL** converted to **TSL**.

- 2. **Washington Paid Sick Leave (WPSL) Designation from Accrued Traditional Sick Leave (TSL):**

In addition to the forty (40) hours of **WPSL** carry-over, in December of each year, each employee may "designate" fifty-six (56) hours of his/her accrued **TSL** as **WPSL**, for a maximum total of ninety-six (96) hours of **WPSL** to be available for the employee's use per RCW 49.46 and WAC 209-128 at the start of the following calendar year. At the time of such designation, the employee must have fifty-six (56) hours of accrued, unused and unscheduled **TSL**, otherwise the employee is not eligible for the designation. The tracking of **WPSL** accruals during the designated calendar year will be accomplished as if the Employer had front-loaded the designated **WPSL** benefit. Once an employee's actual accruals of **WPSL**, based on actual hours worked, exceeds the designated **WPSL** hours, the employee shall accrue **WPSL** as required by WAC 296-128 for the remainder of the designated calendar year.

Example: at the end of year 1, an employee who has accrued sixty (60) hours **WPSL** and one hundred (100) hours of **TSL** will have forty (40) hours of **WPSL** carried over to the following calendar year and may designate fifty-six (56) hours as **WPSL** for the following calendar year. If the employee elects such a designation, at the beginning of year 2, the employee will begin the year with ninety-six (96) hours of **WPSL** and sixty four (64) hours of **TSL**.

Example: at the end of year 1, an employee who has accrued fifty (50) hours **WPSL** and ten (10) hours of **TSL** will have forty (40) hours of **WPSL** carried over to the following calendar year and cannot designate because the employee does not have fifty-six (56) hours of accrued **TSL** at the time of designation. At the beginning of year 2, the employee will begin the year with forty (40) hours of **WPSL** and twenty (20) hours of **TSL**.

3. **Carryover – Transit Sick Leave (TSL):** At the end of the calendar year, all accrued, unused, and undesignated **TSL** hours will be carried over to the following year as **TSL**.
- D. Authorized Use of Paid Sick Leave:** Employees may use accrued paid sick leave, both **WPSL** and **TSL**, for any of the following authorized purposes:
1. To care for, diagnose, and/or treat the employee's or eligible family member's mental or physical illness, injury, or health condition;
 2. For the employee's or eligible family member's preventive care such as medical, dental, or optical appointments;
 3. For the closure of the employee's place of business or employee's child's school or place of care by a public official for any health-related reason;
 4. For any absence that qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76;
 5. For the death or funeral of a spouse or domestic partner, father, mother, step-parent, foster parent, sibling, child, foster child, grandparent, grandchild, son-in-law, daughter-in-law, aunt or uncle of the employee, or the employee's spouse or domestic partner. Pierce Transit may approve a maximum of five (5) days of paid sick leave to be used for this purpose, subject to the verification requirements in Article 18(H)(2); and
 6. Employees with relatives who do not meet the definition of a "family member," but are dependent upon the employee and who have a serious injury or illness, may have paid sick leave approved by Pierce Transit for up to a maximum of five (5) days. When requested by Pierce Transit, the employee must provide a statement by the attending physician attesting to the nature or seriousness of the injury or illness suffered by the relative and the relative's need for care or assistance by the employee.
- E. Usage Priority:** Employees who have absences for authorized purposes, as described in RCW 49.46 and WAC 296.128 (including FMLA-eligible absences) shall use accrued and designated **WPSL** until it is exhausted. Once an employee exhausts all **WPSL**, the employee shall use accrued **TSL** hours until exhaustion.
- Family Care Act (FCA):** If an absence is eligible for **WPSL**, and the Washington Family Care Act (FCA), the employee may elect to use any type of accrued paid leave (**WPSL**, **TSL**, vacation, personal holiday, etc.).
- F. Use and Payment:**
1. All paid sick leave, both **WPSL** and **TSL**, shall be charged as actual time used.
 2. ATU represented employees using **TSL** will be paid their base hourly wage, excluding premium or specialty pays. However, an employee who has served in higher or lower position(s) on temporary

appointments shall be paid for sick leave at the rate of pay appropriate to the classification in which the employee worked most of the time in the previous six (6) month period.

3. ATU represented employees using **WPSL** will be paid the normal hourly rate of compensation, including specialty pay (e.g., shift differential) the employee would have been paid if the employee had worked. **WPSL** will not be paid at premium or overtime rates. When an employee uses **WPSL** for an authorized purpose and has not been requested to provide verification, the employee will be paid in the pay period in which the **WPSL** was used. If Pierce Transit requests verification, as permitted by RCW 49.46, the employee will be paid in the pay period in which the verification is provided.
4. Regular part-time ATU represented employees in the bargaining unit, excluding part-time Clerical Assistants, will be paid for each day of paid sick leave based on the average number of daily hours worked in the preceding pay period. Such daily average shall neither be less than four (4) hours nor more than eight (8) hours per day. This shall be calculated by dividing the total number of paid hours in the previous pay period by ten (10).
5. Regular part-time Clerical Assistants serving in the capacity of Money Counters shall be paid sick leave by dividing the total number of paid hours in the previous pay period by the total number of days paid in the previous pay period (however, total number of days paid does not include paid weekend days for emptying currency bins).
6. Upon exhaustion of an employee's available **WPSL** (both accrued and designated), the employee will be subject to his or her departmental attendance guidelines in regards to sick leave usage.

G. Required Notification:

1. **Foreseeable Use** – Where the need for paid sick leave is foreseeable, an employee must provide ten (10) calendar days' advance notice, or as soon as the need for leave is known thereafter, by submitting a completed form to Pierce Transit.
2. **Unforeseeable Use** – Where the need for paid sick leave is unforeseeable, an employee must contact the designated representative of their hiring authority at least one (1) hour before the start of the employee's work shift, or as soon as the need for the leave becomes known, to report the absence. For each absence, an employee must submit a completed form to Pierce Transit on the first day the employee returns to work and provide a reason for the absence.

If the unforeseeable use of **WPSL** relates to domestic violence, sexual assault, or stalking, the employee or a designee identified by the employee must provide notice to Pierce Transit by no later than the end of the first day of leave. Exceptions will be made if the employee is incapacitated.

3. Where possible, an employee should always provide notice of the duration of the leave needed. Employees must keep their hiring authority informed of their condition if an absence is of more than three (3) working days in duration.

H. Verification for Absences:

1. For each absence, other than bereavement, extending beyond three (3) scheduled work days, an employee may be required by Pierce Transit to provide verification confirming the use of paid sick leave was for an authorized purpose. If verification is required, the employee will have ten (10) calendar

days to provide the required documentation. Such verification need not disclose the nature of the medical condition causing the need for leave. If health information is provided by the employee, it shall be kept confidential.

2. For each absence of any duration relating to the death and/or funeral of an eligible family member, an employee may be required by Pierce Transit to identify the family member, the nature of the relationship, and provide verification. Examples of verification may include a death certificate, obituary notice, funeral program, etc.
3. The use of paid sick leave shall not preclude Pierce Transit from requiring employees to provide documentation to verify they may safely return to work following an absence (*i.e.*, a medical release, a fitness for duty examination, etc.), or to provide documentation/verification if permitted by other local, state, or federal laws.
4. When authorized by law, employees must permit home visits or medical examinations at the expense and convenience of the Employer. A Union representative shall be permitted to accompany the Employer on such home visits.

- I. **Sick Leave Without Pay:** Regular employees may be granted a sick leave of absence without pay for the period of disability due to a personal illness or injury. If verification is required, the employee will have ten (10) calendar days to provide the required documentation. The duration of such unpaid leave of absence is subject to the limitations of Pierce Transit's operating needs and applicable laws, approved at the sole discretion of Pierce Transit. Once a leave of absence without pay is approved, periodically, Pierce Transit's Executive Director of Administration, or designee, may require the employee to submit a certificate from the employee's health care professional or from a designated health care professional verifying the need for continued leave. 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 essential duties, Pierce Transit may cancel such leave of absence and require the employee to report for duty on a specified date.

Employees absent due to illness or injury or to care for a family member, and who have insufficient accrued paid sick leave to cover the entire absence, will move into a sick leave without pay status for any full or partial day absence. Exceptions, to include the use of other accrued paid leave such as vacation or personal holiday in lieu of sick leave without pay, must be authorized by the employee's Executive Director or designee. Once the employee is in a sick leave without pay status, not previously approved by Pierce Transit, each absence is considered an unexcused absence.

- J. **Enforcement of Sick Leave Provisions:**

1. Misrepresentation of any material facts in connection with paid (**WPSL** or **TSL**) or unpaid sick leave by any employee shall constitute grounds for suspension or discharge.
2. Pay for sick leave (**WPSL** or **TSL**) use shall be withheld in the event of unauthorized use.

- K. **Sick Leave Cash-Out at Separation of Employment:**

1. An employee separated from the Employer due to one of the circumstances outlined below shall be compensated for fifty percent (50%) of the employee's paid sick leave accruals:
 - a. Disability retirement as defined and allowed under the pension system;
 - b. Voluntary service related retirement as defined and allowed under the pension system; or

c. Death.

When cashing out accrued sick leave, all **WPSL** will be compensated first, followed by accrued **TSL**. For employees hired on or after January 8, 2013, the maximum paid sick leave hours to be cashed out is limited to one-thousand forty (1,040) hour.

Example: an employee who separates with forty (40) hours of **WPSL** and two thousand two hundred (2,200) hours of **TSL** will be compensated for forty (40) hours of **WPSL** and one-thousand (1,000) hours of **TSL**, for a combined total of one thousand forty (1,040) hours cashed out.

2. A regular employee separated in good standing from the Employer for any reason other than death, service retirement or disability retirement shall be compensated for twenty percent (20%) of the employee's paid sick leave accruals, including both **WPSL** and **TSL**, up to a maximum of nine hundred sixty (960) hours. All accrued **WPSL** will be compensated first, followed by accrued **TSL**, for a combined total cash out maximum of nine hundred sixty (960) hours.
3. **WPSL** shall be cashed out at the employee's normal hourly rate. **TSL** shall be cashed out at the employee's base hourly rate.
4. Employees who separate from the Employer shall not be compensated for any accrued paid sick leave until completion of the probationary period.

L. Reinstatement of Sick Leave Upon Rehire:

1. An employee separated from the Employer due to layoff may, if reinstated within a two (2) year period, have sick leave accruals restored upon repayment to the Employer of the twenty percent (20%) payment as herein provided.
2. If applicable, an employee who is rehired within twelve (12) months of separation may be restored any portion of **WPSL** which was not cashed out at the time of the employee's separation as required by law.

ARTICLE 19 - ON-THE-JOB INJURY

- A. **Supplemental Benefit:** An employee who is otherwise eligible for sick leave accumulations and who is injured on the job shall be paid to the extent of sixty (60) working days for and within one (1) calendar year following each new and separate injury, in addition to, and prior to, the use of sick leave accumulations, and as a supplement to any minimum benefits due under the State Industrial Insurance Act, except as provided hereafter in this section.
- B. **Eligibility:** The employee's eligibility for this supplemental payment of time-loss compensation and the extent thereof will be based on the eligibility and minimum payments due as determined by the State Department of Labor and Industries (L&I) under the State Industrial Insurance Act. Such employee shall be paid a supplemental amount by the Employer which when combined with the L&I minimum payment due will equal (a) ninety percent (90%) of the employee's normal wage for the first thirty (30) days of eligible time-loss, and (b) eighty percent (80%) for the next thirty (30) days of eligible time loss.
- C. **Limitations:** Such payments shall be made to the extent of sixty (60) working days of eligible time-loss absence and for a period not to exceed one (1) calendar year after the date of injury according to the following schedule:

1. Charges shall be made against sick leave accruals, if any, for the date of injury and for the three (3) day waiting period as defined in the State Workers Compensation Act. If injury time loss exceeds fourteen (14) calendar days, then sick leave used during the three (3) day waiting period shall be returned and compensation computed as provided above.
2. After the payment and use of the sixty (60) working days, at the election of the employee, charges shall be made against sick leave accruals, if any, for further time loss due to the injury in order to bring the employee's compensation to the eighty percent (80%) level.
3. In the event an employee becomes disabled prior to completing thirty (30) working days employment with the Employer, a maximum of thirty (30) working days Employer supplementation as defined above shall be allowed.
4. Charges may be made against sick leave accruals, if any, in any case where the Employer is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance and all payments due in excess of the minimum amount determined by L&I shall be recoverable by the Employer or deducted from future payments due the employee from the Employer.
5. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury.
6. Upon making such payments as are provided for in this section, the Employer shall be subrogated to all rights of the employee against any third party who may be held liable for the employee's injuries to the extent necessary to recover the amount of payment made hereunder, provided, that where actual recovery is made against a third party hereunder, sick leave charged against the employee's accruals shall be recredited to the extent such funds reflect recovery for payments attributable to compensated sick leave.
7. In order to limit the obligation of the Employer for each new and separate injury and to encourage timely receipt of benefits for the employee, the Employer may require the employee to furnish medical proof or submit to a medical examination by the Employer at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the Employer. Such examinations are subject to State Industrial Insurance Act requirements for notice and location by the Employer. The failure of an employee to appear for a duly scheduled examination will result in the forfeiture of any remaining supplemental payment above the L&I minimum, if it is found that the employee's failure to appear was a willful failure to cooperate in the examination process.
8. Employees will accept transitional or light duty assignments when the Employer determines that such assignments are appropriate, and the treating medical provider has released the employee to perform the assignment. Employees who refuse to accept such assignments will be subject to forfeiture of any remaining supplemental payments over the L&I minimum as provided in Section B above, and may be subject to discipline if such refusal constitutes insubordination under the terms of this agreement.
9. Employees who are absent because of an on-the-job injury and are receiving industrial insurance payments shall not accrue sick leave, and after sixty (60) workdays of absence, shall not accrue vacation leave.

10. Employees must permit home visits or medical examinations at the expense and convenience of the Employer for purposes of verifying their on-the-job injury status. A Union representative will be given twenty-four (24) hours' notice prior to such home visits and shall be permitted to accompany the Employer. Employees who refuse to allow such visits or examinations will be subject to forfeiture of any remaining supplemental payments over the minimum determined by L&I as provided in Section B above, and may be subject to discipline if such refusal constitutes insubordination under the terms of this agreement.

ARTICLE 20 - JURY DUTY AND WITNESS LEAVE

- A. Employees who lose time from an assigned schedule of work because of jury duty service or when they are subpoenaed to serve as a witness or called to make a deposition in a case in which Pierce Transit is either a defendant or plaintiff shall be paid for such time lost at their basic hourly rate up to a maximum of ten (10) hours per day. Jury duty fees shall be offset against such pay. Employees shall furnish the Employer a written statement from the court, on a form approved by the Employer, showing the days of jury duty and the amount of jury duty pay they were eligible to receive for each day.
- B. Employees shall not be eligible for paid witness leave when subpoenaed to serve as a witness or are called to make a deposition in a case in which Pierce Transit is a defendant if the employee is a plaintiff in the case.
- C. Employees whose shifts end prior to 5:00 p.m. and who are required to report to the courthouse will be required to work the remainder of their shifts if a replacement has not already been obtained. Such employees will report for work within two (2) hours of release by the court.
- D. Employees whose shifts begin after 2:00 p.m. and who are required to be present at court for four (4) or more hours will be excused from duty on that day and will be paid as provided in Section A. above.

ARTICLE 21 - OTHER STANDARD WORKING CONDITIONS

- A. **Bus Passes:** All current and retired employees of the Employer (Pierce Transit) and City of Tacoma Transit System and one (1) family member are eligible for transit passes from the Employer.
- B. **Payday:** Payday shall be every other Friday. The employer will endeavor to have paper paychecks available by 12 Noon. Beginning September 1, 2021, pay will be made by direct deposit or cash debit card only.
- C. **Safety Standards:** The Employer and the Union mutually agree that those applicable health and safety standards as outlined in city, county, state and federal regulations legally binding upon the Employer shall be complied with.
- D. **Work Assignments:** The Employer agrees to make every effort possible consistent with workload, personnel needs and efficient operation to assign employees to work within their proper classification.
- E. **Retirement System Coverage:**

1. All bargaining unit employees who are members of the City of Tacoma Employees Retirement System (TERS) as of May 2, 1983 shall remain members of TERS for the duration of their employment with the Employer.
 2. All other bargaining unit employees shall be members of the Public Employees Retirement System (PERS).
- F. **Retirement:** An employee may be considered to have retired from the agency under the following conditions:
1. The separation is voluntary.
 2. The employee qualifies for a pension benefit subject to the criteria set forth by the appropriate plan.
- Any benefit and/or incentive payment associated with this separation status will be limited to the terms and conditions of the relevant article(s) of this Agreement.
- G. **Mileage:** Bargaining unit employees required to use their own private vehicles on the job shall be reimbursed at the prevailing IRS rate.
- H. **Roaddeos and Events:** Employees participating in any bus "roadeo" or other events conducted by the Employer will be entitled to receive such prizes and compensation as the Employer may deem appropriate.
- I. **Safety Awards Program:**
1. Service Supervisors assigned to field duties seventy-five percent (75%) of the time, Service Supervisors working the Extra Board, and Transit Operators shall be eligible for a safety award of one hundred dollars (\$100) for each calendar quarter in which they have had no preventable vehicle accidents as defined by the National Safety Council and no passenger accidents. To be eligible for the award, the employee must have worked at least 1250 hours in the calendar year and have attended not less than three safety meetings in a calendar year. Such awards will be paid out in January of the following year to all eligible active employees as well as those employees who are eligible but left in good standing prior to the January payout.
 2. Employees in the following classifications shall be eligible for a safety award of one hundred dollars (\$100) for each calendar quarter in which they have had no preventable vehicle accident as defined by the National Safety Council and no preventable on-the-job injuries. To be eligible for the award(s) the employee must have worked at least 1250 hours in the calendar year and have attended not less than three safety meetings in the calendar year. Such awards will be paid out in January of the following year to all eligible active employees as well as those employees who are eligible but left in good standing prior to the January payout. .
 - a. All classifications listed on Appendix B, Fleet Maintenance
 - b. All classifications listed on Appendix C, Facilities Maintenance
 - c. All classifications listed on Appendix D, Warehouse
 - d. All classifications listed on Appendix F, Apprentice Mechanic
 - 3.

4. **Quarterly Safety Meeting Incentive** – The Employer will offer safety meetings during the term of the Agreement. All employees may attend safety meetings offered at the discretion of the Employer. Each meeting shall not exceed three (3) hours. The Employer will schedule the time and date of each meeting, offering multiple time slots or a virtual format. Attendance by Transit Operators at the meetings will be paid overtime, only for actual time attended in person or for the length of the virtual safety meeting if viewed and may be offered outside of regular work schedules. Employees will have 30 days after the meeting is posted in which to complete virtual safety meetings. Attendance at safety meetings will not be used to offset guarantee time/pay; all other rules and practices related to guarantee time/pay shall apply.

- K. **Personal Property Loss:** Transit Employees must report robberies, thefts or assaults occurring on the job to the Police/Sheriff (as appropriate); reimbursement will be made only for the following items at the rates listed:

<u>Item</u>	<u>Maximum</u>
1. Watch	\$ 50.00
2. Wallet/Purse/Fanny Pack/Carry Bag	\$ 50.00
3. Cell Phone	\$300.00
4. Eye Glasses	\$300.00

L. **Temporary Job Assignments:**

1. When temporary job assignments become available, the following will apply:
 - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
 - b. Temporary job assignments will not exceed one hundred eighty (180) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) calendar days must be agreed to by the Union.
 - c. Selection for temporary job assignments will be determined by the following criteria:
 - 1) From those signing, the most technically qualified person to perform the temporary assignment duties will be selected.
 - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next most technically qualified person will be selected.
 - d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

ARTICLE 23 - HOURS AND WORKING CONDITIONS - OPERATORS

A. **Workday and Overtime Compensation:** The workday and overtime pay shall be as provided:

1. A regular run is a full-time driving assignment generally requiring eight (8) working hours. Eight (8) hours shall constitute a work day for Transit Operators working such assignments and these employees shall be paid for a minimum of eight (8) hours for each day's work.
2. The overtime rate of time and one-half the employees' regular hourly rate of pay exclusive of any special or premium pay shall be paid for all time worked that exceeds forty (40) hours of paid time per workweek. Leave without pay will not be considered time worked for the purpose of computing overtime hours.
3. **Overtime When Extra Board Transit Operators are Available:** The Transit Operators agree to work a reasonable amount of overtime when necessary, but no Transit Operator shall be called to do extra work so long as Extra Board and Relief Transit Operators are available except where assigning such work to an Extra Board or Relief Transit Operator will result in an extraordinarily long day as in the case of late assignments. The Employer shall at all times maintain at least 6% of all shake-ups as full-time Extra Board.

B. **Four-ten (4/10) Work Schedule for Transit Operators:**

Regular four-ten (4/10) run assignments will be made available to Transit Operators within the following parameters:

Assignments: 4/10 shifts shall be comprised of straight runs with consecutive days off.

Sick and Vacation Leave: Leave will be paid as time used up to a maximum of ten (10) hours per day.

Jury Duty: Jury duty will be paid as outlined in this agreement up to a maximum of ten (10) hours per day.

Administrative Leave: Administrative leave will be paid as time used up to a maximum of ten (10) hours per day.

Military Leave: Military leave will be paid in compliance with all state and federal regulations. Operators working 4/10's will be entitled to paid military leave up to a maximum of ten (10) hours per day within the limits defined by statute. Current state regulations grant public employees up to twenty-one (21) days of paid leave per twelve (12) month period.

Light Duty: Light duty will be paid as hours worked. Operators may be assigned to a shift that varies from their regular schedule while performing light duty.

Number of Assignments: 4/10 assignments shall not exceed five (5%) percent of the total number of fixed route runs. This figure may be adjusted slightly per agreement with the Union.

Current scheduling parameters require that the number of 4/10 bid positions are a multiple of three (3).

SHUTTLE: The Union and Pierce Transit agree to discuss 4/10 scheduling for Specialized Transportation assignments.

The terms and conditions of this section apply only to 4/10 work schedules for Transit Operators and shall not be construed to have a more general application.

C. **Travel Pay:**

1. Travel pay to or from relief points will be paid at the employee's basic rate of pay.
2. If an Operator is relieved from service for an Employer approved vacation leave, sick leave, Union Business leave or early dismissal and is required to bring an agency vehicle back to the Pierce Transit base, the employee shall be paid in accordance with paragraph 1 of this section.
3. Whenever alternative transportation (*i.e.*, other than an agency car or van) to and from a relief point is scheduled by the Employer, the Employer will provide the vehicle and such arrangements will be indicated in the schedule.

D. **Training Pay:** Transit Operators, when required to conduct route training for new Operators, shall be paid an additional two dollars (\$2.00) per hour with a minimum of two (2) hours for each Operator trainee session. This pay shall be paid per session, not per trainee.

E. **Spread Pay:**

1. Transit Operators working regular runs not completed in ten (10) consecutive hours shall receive an additional two dollars (\$2.00) per hour for every hour or fraction thereof for work performed thereafter.
2. Extra Board and Relief Transit Operators, when working a combination of trippers or parts of assignments not completed in eleven (11) consecutive hours, shall receive an additional two dollars (\$2.00) per hour or fraction thereof for work performed thereafter, except when said Transit Operator has worked a full regular run.

F. **Pull Out Time:** An allowance of twenty (20) minutes time will be added to the time of runs for pulling coaches from the garage on each pull out.

The Employer reserves the right to add a safety mirror check station. The mirror check station will be used by Operators during the twenty (20) minute pull-out window. All changes are to be applied following contract ratification.

G. **Guarantees:** All Transit Operators shall have a minimum of eighty (80) hours of pay in each pay period. All runs, including Sunday runs, shall be paid a minimum of eight (8) hours.

H. **Minimum Time Credits:** Employees performing the following duties shall be paid for the following minimum periods at the employee's regular hourly rate of pay.

1. All time required by Operators and Service Supervisors for making each accident or incident report.
2. When an Operator is required to report but not assigned a run, the Operator shall be assigned for all time reporting with a minimum of two (2) hours. In the event a run is assigned, actual report time will be paid.
3. Transit Operators required to report as a result of being on the late board will be paid only for the time they are required to be present for assignment.
4. A minimum payment of two (2) hours pay at the Transit Operator's regular hourly rate of pay, exclusive of special or premium pay is established for trippers.

- I. **Uniforms:** The Employer shall provide uniforms for all Operators. The Employer shall pay for replacement of such uniforms on a reasonable schedule. It is understood that the Employer retains full authority in the determination of a regulation uniform. Employees shall wear the regulation uniform on duty and shall maintain such uniform in a neat and clean condition. Operators shall not be required to wear a tie as a part of the uniform.
- J. **Seat Cushion:** One (1) seat cushion will be issued yearly upon request to an Operator.
- K. Transit Operators who have retired from the Agency will be able to be rehired as Transit Operators, on a part-time basis, at management's discretion. Rehired (part-time) Operators will be subject to the following conditions:
 - A. Rehired Operators will be paid at the top step of the Operator wage scale.
 - B. Rehired Operators will not be eligible for the benefits waiver payment.
 - C. Rehired Operators may sign up for benefits, if not covered by Medicare or another plan, and will pay a pro-rated rate, based on hours worked.

ARTICLE 24 – SCHEDULING – OPERATORS

- A. **Scheduling:**
 - 1. **Straight Runs:** The Employer will endeavor to make as many straight runs as possible. The Employer will eliminate all three-piece runs. If after the shake-up it is discovered that trippers when joined together, make a regular eight (8) hour shift the work will be combined and open to bid by the Extra Board. The percentage of straight runs shall not drop below seventy percent (70%) of the total number of weekday runs, eighty percent (80%) of the total number of runs on Saturday or one hundred percent (100%) of the runs on Sunday.
 - 2. **Days Off:** All Transit Operators will receive two (2) consecutive days off.
 - 3. In the event that it is necessary that certain schedule changes be made in order to enable the Employer to comply with the provisions of federal or state legislation, the Employer agrees to meet and confer with the Union regarding any required schedule changes. The Union and the Employer agree to work cooperatively to the end that the Employer may comply with any applicable federal or state legislation concerning scheduling.
- B. **System and Section Shake-Ups:**
 - 1. There shall be four (4) shake-ups in each calendar year. They shall occur as close as practicable to the following months: March, June, September and December. All regular work including Runs, Blocks, the Extra Board, Vacations, and Hybrid Service assignments shall be declared vacant at that time and Transit Operators shall be entitled to select work for which they are qualified in accordance with their seniority. Whenever feasible, shake-ups will be jointly reviewed by the Employer and the Union prior to posting and signing.
 - 2. The following are the procedures for the conduct of the shake-up:
 - a. The sign-up period for each new shake-up shall begin no later than three (3) weeks before the shake-up's starting date. The beginning date of the sign-up period will be announced

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Exhibit A

- in advance; run books and time sheets for the new shake-up will be posted at least three (3) calendar days before the sign-up begins.
- b. Each full-time Operator will be assigned a time to sign the shake-up. These appointments will be scheduled on weekdays (excluding holidays), between the hours of 7:00 a.m. and 5:00 p.m. during the sign-up period. At management's discretion Transit Operators may be relieved from work to sign the shake-up, on leave without pay status.
 - c. The appointment schedule will be developed jointly between management and the Union. Transit Operators' appointment times will be posted no later than one (1) week before the beginning of the sign-up period.
 - 1) On the Lobby bulletin board
 - 2) In the shake-up room
 - 3) At the Commerce Street facility
 - 4) Tacoma Dome Station
 - 5) Other locations as identified by the Employer
 - d. It is the Transit Operator's responsibility to know the time of appointment and to be prepared to sign the shake-up at that time. Signing may be done: (1) in person; (2) by leaving a choice slip with the shake-up Assistant Manager or designee; (3) by telephone; or (4) other electronic means; Transit Operators who are on duty at the time of their appointments will be contacted by radio if there is a question about their choice slip. Each Transit Operator will complete sign-up within the scheduled appointment time. The Union will be notified immediately after the Transit Operator's appointment time if the Transit Operator has not contacted the Shake-Up Signer. In the event the Transit Operator fails to sign the shake-up by the end of his/her allotted time, the Transportation Manager or designee with assistance from the Union President/Business Agent or designee will assign a run for the Transit Operator.
 - e. Transit Operators who will be on vacation and unavailable during their assigned sign-up times are expected to leave choices for the new shake-up with the Transportation Manager or designee or Shake-Up Signer.
 - f. If Transit Operators fail to sign the shake-up at their assigned times and have left no choice, or if their choice has already been signed, the Transportation Manager or designee (with assistance from the Union President/Business Agent or designee) will choose a run for said Transit Operator. Every effort will be made to choose a run similar to the run the Transit Operator is then working.
 - g. Transit Operators will not make any entries on section sheets located in the shake-up room or on the Assistant Manager's copies.
3. No Transit Operator will be allowed to sign a run with fewer than eight and one half (8 ½) hours off from the ending time of one day to the beginning time of the following day with the exception of assignments ending late Sunday and starting early Monday when other signing options are available.

4. Transit Operators who sign a run with fewer than eight and one half (8 ½) hours off will not be allowed to report for work until the minimum eight and one half (8 ½) hours have elapsed. The Transit Operator will then report to the Dispatcher unless otherwise directed. The Dispatcher will assign the Transit Operator available work.
5. In the event one or more runs are deleted from a section and such deletions occur more than thirty (30) calendar days prior to a regular system shake-up, a new shake-up will be held for all affected Transit Operators and those below them on the seniority list.
6. Should a run in any section have a permanent vacancy for any reason, the work shall be filled from the Extra Board for the remainder of the shake-up.
7. A section shake-up is required if the time of a run is altered by thirty (30) minutes or more.
8. **Hybrid Service:** The language in this paragraph applies only to matters directly related to the agency's provision of hybrid service and shall not be construed to have a more general application.
 - a. Pierce Transit will operate three alternative types of hybrid service: Zone Service, Route Deviation Service and Point Deviation Service.
 - b. Work resulting from the establishment of Route Deviation or Point Deviation Service will be made available to Pierce Transit Operators in accordance with Article 24, Section B, paragraph 1 with the following provisions:
 - 1) Work assignments will be packaged on a weekly basis including assigned days off.
 - 2) Work may include straight or split shifts, with the splits being either fixed route and/or hybrid service.
 - 3) Runs involving these services will be identified separately at shake-up signing.
 - 4) In the event the operator who signed the work is absent, the work will be filled off the extra or relief board by an operator that is hybrid trained.
 - c. Pierce Transit reserves the right to operate Zone Service, which is based exclusively on customer demand, at agency discretion. The Employer may utilize Pierce Transit Operators and/or contracted service operators in order to meet daily operating requirements in the most effective and efficient manner. The Employer agrees to establish not more than six (6) Zone Services at any given time.
 - d. Where a Zone Service is replacing an existing fixed route, management shall redeploy displaced operator hours to other new or existing fixed route services at the beginning of the shake-up within which that zone service is established. No Transit Operator shall suffer the consequence of being returned to a Relief Operator status as a result of the establishment of a Zone Service.

C. Late Board Regulations:

1. A late Operator must report in person to Dispatch or contact their Assistant Manager no later than two (2) hours past their assigned report time. If a "Report" Operator is available, the late Operator's assignment may go to the report Operator ahead of the late Operator. The Dispatcher shall have

sole discretion in making the decision. If no Report Operator is available and the "late" Operator is only a few minutes late, he/she may be given their original run, but will be marked "late-worked run".

2. Late Operators whose work has been reassigned shall be marked as a "late-miss". If the late Operator received less than eight (8) hours work for the day, they may be required to serve an additional report. All late reports will be served on the same day as the "late-miss".
 3. An Operator finding it necessary to go on the sick board must notify the dispatcher at least one (1) hour before their assigned report time. Failure to do so will mean that the Operator will be placed in a missed/sick status, but will not be required to serve a late report upon the first day back to work.
- D. **Sick Board:** An Operator on the sick board wishing to return to work must notify the dispatcher before 3:00 p.m. of the day before desiring to return to work. Operators calling in sick on a late run on the first day of an illness have until 10:00 a.m. the following morning to notify the dispatcher that they are able to return to work. A late run is a run that begins after 2:00 p.m.
- E. **Vacation Days:**
1. Transit Operators are required to sign for vacation weeks once a year by seniority for the following year. Those who have insufficient accrued vacation time due to time off may sign for their entire vacation entitlement period but will not be paid for more days than they have actually accrued.
 2. Transit Operators may request single day vacation days "wild days" up to ninety (90) days in advance.
 3. Vacation hours not used by December 31 of each calendar year may be carried over into the next calendar year up to the maximum vacation accrual amount. This carryover provision does not apply to Personal Holidays which must be used in the same year they are accrued.
- F. **Trading Work:** Employees may trade work with other employees in their same classification, within the same work week (Sunday through Saturday), as long as the wage cost to the Employer does not exceed the wage cost had the trade not occurred. The employees shall obtain their supervisor's permission prior to making the trade.
- G. **Extra Board Transit Operators:**
1. **Hours and Days Off:**
 - a. Extra Board Transit Operators shall be guaranteed eighty (80) hours work during a pay period. Time lost while in a paid status shall be deducted from the guarantee at the rate of actual hours so lost, not to exceed eight (8) hours per day. No time shall be deducted for the regular day off. It is also understood that any time worked netting more than the above guarantee shall be paid for at the appropriate rate of pay and that the paid time of all Extra Board Transit Operators shall be divided equally, if possible. In determining such equalization of time, the Employer shall consider any leave used by the Transit Operator.
 - b. Extra Board Transit Operators covered by this Agreement will choose days off in accordance with seniority, such days to be documented by the Dispatcher for the period of the shake-up.

- c. In the event an Extra Board Transit Operator's assignment must be changed, the Dispatcher will try to contact said Transit Operator up to one (1) hour prior to the original sign-up time. If not successful, the Dispatcher may take whatever steps deemed necessary to fill open work and the originally scheduled Transit Operator shall not be entitled to pay for the missed work. In addition, if an Extra Board Transit Operator reports at original sign-up time and his/her assignment is changed to a later sign-up, he/she will be paid for interim time unless it exceeds fifteen (15) minutes. If interim time does not exceed fifteen (15) minutes, pay will start at original sign-up time.
 - d. If a run must be filled after all Extra Board Transit Operators and Relief Operators have received assignments, a late run may be assigned in accordance with Commercial Driver's License regulations. Such work can only be declined due to sickness or family emergency.
 - e. When a **Vacation** Transit Operator has signed a vacation run-and the run is not available for several days, Dispatch will assign a comparable run if possible, that is known will be open for an extended period of time, and of which the Operator is knowledgeable. If such runs are not available, runs/assignments may be made on a day-to-day basis. This also applies when a vacation run vacancy occurs because an employee has left the Employer.
 - f. **Vacation** Transit Operators without an assigned run will have a minimum of two (2) consecutive days off per week. A Transit Operator signing a vacation run for an Extra Board Operator shall have his/her days off determined by the Extra Board Operator's scheduled days off. When a 4/10 vacation run vacancy occurs, the Vacation Operator will be reverted back to two (2) days off.
2. **Eight and One Half Hours Off:** Extra Board Transit Operators shall not be required to report for morning duty less than eight and one half (8 ½) hours after completing work the night before.
- H. **Relief Transit Operators:**
- 1. **Hours and Days Off:**
 - a. Relief Transit Operators will be guaranteed a minimum of thirty (30) hours of paid time in a work week and will be available for any work assigned. Hours of leave without pay will be deducted from this guarantee. Paid time of all Relief Transit Operators shall be divided equally, if possible. In determining such equalization of time, the Employer shall consider any leave used by Relief Transit Operators. Time worked on days off will not count towards equalization.
 - b. Relief Transit Operators will choose days off in accordance with seniority, such days to be scheduled by the Dispatcher for the period of the shake-up provided that Relief Transit Operators may, at the discretion of the Dispatcher, be assigned work on these days.
 - 2. **Ten (10) Hours Off:** Relief Transit Operators shall not be required to report for morning duty less than ten (10) hours after completing work the night before, unless the work in question is a bid/signed assignment.
- I. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability

to work a total shift that may be comprised of a straight run or a ten (10) hour assignment, Operators are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat.

- J. **Rest Breaks:** Routes shall be designed and scheduled in such a manner as to allow Transit Operators to take breaks of up to ten (10) minutes for every four (4) hours worked.

ARTICLE 25 - WORKING CONDITIONS – SPECIALIZED TRANSPORTATION **(PARATRANSIT AND MICROTRANSIT)**

A. **Working Conditions Paratransit-MicroTransit Drivers:**

1. Employees in the non-CDL Specialized Transportation classification may be assigned to work either Paratransit or MicroTransit, based on business needs.

B. **Working Conditions Paratransit-MicroTransit Customer Services Representatives:**

1. **Master Shake-Up:** There shall be two (2) shake-ups a year to be effective as close as possible to the months of March and September. All shifts shall be declared vacant and Customer Services Representatives (CSR's) shall select shifts in accordance with their seniority. In addition, a master shake-up will be conducted when any new shifts are added.
2. **Mini Shake-Up:** In the event one (1) or more existing shifts become vacant, is deleted, or is modified by thirty (30) minutes or more, and more than thirty (30) calendar days remain prior to a master shake-up, a mini shake-up will be held for CSR's with seniority below the affected shifts.
3. **Procedures for Conducting the Customer Services Representatives Shake-Up:**
 - a. Shifts will be posted in the Specialized Transportation office at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the posting and will not last any longer than three (3) working days.
 - c. The shake-up will begin two (2) weeks after posting.
 - d. CSR's who will be unavailable during their sign-up time are expected to leave choices with the CSR supervisor or designee. If a CSR fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Agent or designee, will choose a shift for that CSR. Every effort will be made to choose a shift similar to the shift the employee is then working.
4. **Customer Services Representatives Vacation:** Vacation time charged to part-time CSR's will equal the average number of paid hours in the previous pay period divided by ten (10). Such pay shall not be less than four (4) hours and not more than ten (10) per day.
5. **Customer Services Representative Sick Leave Notification:** CSR's must contact their supervisor one (1) hour prior to the start of their assigned shift to be placed on the sick board.

Failure to call in sick at least one (1) hour prior to the scheduled report time constitutes a late report. A CSR on the sick board wishing to return to work must notify their supervisor before 4:00 p.m. of the day before desiring to return to work. CSR's calling in sick on a late shift on the first day of an illness have until 10:00 a.m. the following morning to notify their supervisor that they are able to return to work. A late shift is a shift that begins after 2:00 p.m.

C. **Working Conditions – Paratransit Dispatchers/Paratransit Service Supervisors:**

1. **Shake-Ups:** Paratransit Dispatchers and Paratransit Service Supervisors are not permitted to sign outside of their respective disciplines.
 - a. **Shift Creation:** Staff and management will work together to create shifts for all Paratransit Dispatchers/Paratransit Service Supervisors Shake-ups.
 - b. **Master Shake-Up:** There shall be two (2) Shake-Ups a year to be effective in the months of March and September. A master Shake-up will also be conducted when any new shifts are added.
 - c. **Mini Shake-Up:** In the event one (1) or more existing shifts becomes vacant, is deleted, or is modified by thirty (30) minutes or more and more than forty-five (45) calendar days remain prior to a master Shake-up, a mini Shake-up will be held with seniority below the affected shifts.
2. **Conducting Master and Mini Shake-Ups:**
 - a. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the posting.
 - c. Shifts will begin two (2) weeks after posting.
 - d. Paratransit Dispatchers/Paratransit Service Supervisors who will be unavailable during their sign-up time are expected to leave choices with their immediate supervisor or designee. If a Paratransit Dispatcher/Paratransit Service Supervisor fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Agent or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
3. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager one (1) hour prior to the start of their assigned shift at the designated contact number to be placed on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager before 4:00pm of the day before desiring to return to work.
4. **Overtime:** The overtime rate at one and one half (1 ½) times the employee's regular rate of pay exclusive of any special or premium pay will be paid for time worked that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for the purposes of calculating overtime.

5. **Accident/Incident Reports:** Employees shall be paid at their regular hourly rate of pay for the time required to complete each accident/incident report.
6. **Relief Paratransit Dispatchers:**
 - a. Employees who work in a relief capacity as Relief Paratransit Dispatcher shall be paid at the first step of the Paratransit Dispatcher pay range until they have accumulated one thousand four hundred (1,040) hours in that capacity. After one thousand four hundred (1,040) hours as a Relief Paratransit Dispatcher, said employees will move to the second step of the Paratransit Dispatcher pay range. Subsequent step increases will occur after each two thousand eight hundred (2,080) hours worked in a relief capacity.
 - b. Time spent in a relief capacity shall count toward the employee's 1040-hour probationary period.
- D. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.
- E. **Rest Breaks:** Routes shall be designed and scheduled in such a manner as to allow employees to take breaks of up to ten (10) minutes for every four (4) hours worked.

ARTICLE 26 - WORKING CONDITIONS - SERVICE SUPPORT

- A. **Service Support Fixed Route Supervisors:**
 1. **Shake-Ups:** A period of time in which Service Supervisor shifts are considered vacant, and staff signs shifts in order of seniority.
 - a. **Shift Creation:** Staff and management will work together to create shifts for all Service Supervisors Shake-ups.
 - b. **Master Shake-Up:** There shall be two (2) Shake-ups a year to be effective in the months of March and September. A master Shake-up will also be conducted when any new shifts are added.
 - c. **Mini Shake-Up:** In the event one (1) or more existing Service Supervisor shifts becomes vacant, is deleted, or is modified by thirty (30) minutes or more and more than forty-five (45) calendar days remain prior to a master Shake-up, a mini Shake-up will be held with seniority below the affected shifts.
 2. **Conducting Master and Mini Shake-Ups:**
 - a. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.

- b. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the posting.
 - c. Shifts will begin two (2) weeks after posting.
 - d. Service Supervisors who will be unavailable during their sign-up time are expected to leave choices with their immediate supervisor or designee. If a Service Supervisor fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Representative or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
3. **Overtime:** The overtime rate at one and one half (1 ½) times the employee's regular rate of pay exclusive of any special or premium pay will be paid for time worked that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for the purposes of calculating overtime.

Service Supervisors can sign up to work overtime for any discipline for which they are qualified to perform the work. However, should the Employer believe that the employee is not qualified to perform said work or that the employee requires training due to changes in policies and/or procedures, the employee will be notified of such and will be provided an opportunity, within a reasonable amount of time, to receive the training needed to qualify them to perform said work.

B. Working Conditions – Fixed Route Service Supervisors:

- 1. **Seniority Privileges - Service Supervisor:** In making job assignments and assigning vacations, consideration with respect to the Service Supervisor and any new classes of similar and/or equivalent level will be given to an employee's seniority within their classification, provided that consideration may also be given to necessary training, replacement, break-in time, and job qualifications. Supervisors shall have consecutive days off whenever possible, except those who serve on the Supervisor Extra Board.
- 2. **Employees promoted** from the Service Supervisor classification to include Dispatch Coordinator, Communications Coordinator and Special Events Coordinator shall continue to accrue seniority as a Service Supervisor concurrent with the new classification.
- 3. **Overtime:** Overtime pay, at one and one-half (1 ½) times the supervisor's regular rate of pay, will be paid for work time that exceeds forty (40) hours paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes.
- 4. **Accident/Incident Reports:** Employees shall be paid at their regular hourly rate of pay for the time required to complete each accident/incident report.
- 5. **Extra Board:** Service Supervisors who bid to the Extra Board shall be guaranteed eighty (80) hours per pay period but will work a variety of full and partial shifts.
- 6. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager or designee at least one (1) hour prior to the start of their assigned shift at the designated contact

number to be placed on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager before 4:00 pm of the day before desiring to return to work.

7. **Vacation Leave:** Signed weeks of vacation that become available with at least fourteen (14) calendar days' notice, shall be offered first to supervisors on the wait list. If none of these employees elects to take the time off, the remaining supervisors will be notified in seniority order. In all cases, a maximum of five (5) working days will be allowed for response.
8. **Relief Service Supervisors:**
 - a. Employees who work in a relief capacity as Service Supervisors shall be paid at the first step of the Service Supervisor pay range until they have accumulated one thousand forty (1,040) hours in that capacity. After one thousand forty (1,040) hours as a Relief Supervisor, said employees will move to the second step of the Service Supervisor pay range. Subsequent step increases will occur after each two thousand eighty (2,080) hours worked in a relief capacity.
 - b. Time spent in a relief capacity shall count toward the employee's six (6) month probationary period.
 - c. The conditions of this section shall also apply to employees working as Relief Instructors and Relief Paratransit Dispatchers.

- C. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.

ARTICLE 27 - WORKING CONDITIONS – INSTRUCTORS

- A. **Overtime:** Overtime pay, at one and one-half times the employee's regular rate of pay, will be paid for work time that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes.
- B. **Sick Leave Notification:** Employees must contact their supervisor or designee at the designated phone number prior to the start of their assigned shift.
- C. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, employees are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.

- D. Employees who work in a relief capacity as Instructors shall be paid at the first step of the Instructor pay range until they have accumulated one thousand forty (1,040) hours in that capacity. After one thousand forty (1,040) hours as an Instructor, said employees will move to the second step of the Instructor pay range. Subsequent step increases will occur after each two thousand eighty (2,080) hours worked in a relief capacity. Time spent in a relief capacity shall count toward the employee's probationary period.

ARTICLE 28 – WORKING CONDITIONS – COMMUNICATIONS CONTROLLERS

A. Working Conditions – Communications Controllers:

1. Hiring:

- a. If a regular full time Comm Controller vacancy occurs and management decides to fill the vacancy, management will decide whether to promote the most senior Relief (internal hire) or part-time (external hire) Comm Controller to the full time Comm Controller position or to open the recruitment to internal and/or external candidates through a competitive recruitment process.
- b. At management's discretion, an internal and/or external recruitment may be conducted for regular full time Comm Controllers, regular part-time Comm Controllers or Relief Comm Controllers.

2. Seniority:

- a. For Service Supervisors who were grandfathered into the full time Comm Controller positions during the Comm Controller Pilot Program, their classification seniority as a Comm Controller is their length of employment in the full time Comm Controller classification plus the seniority they accrued as Service Supervisors immediately prior to their appointment to full time Comm Controllers.
- b. For non-grandfathered Comm Controllers, such as employees hired for the Comm Controller positions through an internal only recruitment process or those promoted from the internal Relief Comm Controller program during or after the pilot program, their classification seniority is as defined per Article 12 – SENIORITY, Section A.2.b, as modified in Section I of this MOA.
- c. For Comm Controllers hired through an external recruitment process, their Agency seniority is defined in Article 12 – SENIORITY, Section A.1, and their classification seniority is defined in Article 12 – SENIORITY, Section A.2. They will not earn concurrent seniority per Article 12.A.2.b of the CBA, because they have not been promoted from another bargaining unit position.

3. Salary Placement:

- a. An Agency employee selected to fill a full time Comm Controller position or Relief Comm Controller position will be placed in a salary step within the Comm Controller salary range representing the next higher salary compared to the employee's current salary, but not to exceed the maximum of the Comm Controller salary range. For example:
 - 1) Service Supervisor at Step 3 (\$35.67) will be moved to Comm Controller Step 1 (\$36.26)
 - 2) Service Supervisor at Step 4 (\$36.72) will be moved to Comm Controller Step 2 (\$37.84)

- 3) Transit Operator at Step 5 (\$30.88) will be moved to Comm Controller Step 1 (\$36.26)
- b. Any Comm Controllers (full time, Relief or part-time) hired at Step 1 of the salary range will move to the next step at the end of their probationary period, or upon completion of one thousand forty (1,040) hours worked, whichever occurs later.
4. **Overtime:** Overtime pay, at one and one-half (1 ½) times the employee's regular rate of pay, will be paid for work time that exceeds forty (40) hours paid time in a work week. Work known to be overtime work, at the time the work is being scheduled, shall be offered to full time Comm Controllers first. A Relief (internal) Comm Controller who has a base position wherein he/she has signed for a set work schedule and days off will be paid at the overtime rate of time and one-half (1 ½) his/her regular rate of pay when working on the sixth (6th) consecutive day and his/her paid time in the work week exceeds forty (40) hours. The sixth (6th) consecutive day pay rate of time and one-half (1 ½) shall not apply to regular part-time (external) Comm Controllers. Leave without pay will not be considered as time worked for overtime purposes.
5. **Extra Board:** Full time Comm Controller(s) who bid to the Extra Board shall be guaranteed eighty (80) hours per pay period, but will work a variety of full and partial shifts. Extra Board Comm Controllers are not guaranteed two (2) consecutive days off in the work week and are not guaranteed forty (40) hours of pay per week.
6. **Days Off:** Full time Comm Controllers shall have consecutive days off whenever possible, except those who serve on the Comm Controller Extra Board.
7. **Open Work:** Open work will be filled at regular pay rate by the Extra Board Comm Controller. If there is still open work, it will be assigned to either part-time (external) Comm Controller(s) at the regular pay rate or Relief (internal) Comm Controller(s) at the straight-time workup pay rate. A Relief (internal) Comm Controller who is working up for an entire work week or more will adopt the schedule of the position for whom they are backfilling. However, when scheduling work for an internal Relief Comm Controller, who has another base position within the Agency and has signed for a set work schedule and days off in his/her base position, if management requires the internal Relief to work up on a day off (and the work up assignment is for less than a week), the employee may elect but will not be required to take another day off in the work week. When the scheduling of open work will result in overtime payment, management may elect to offer the overtime opportunity to regular full time Comm Controllers first.
8. **Sick Leave Notification:** Employees must contact their supervisor or assistant manager, or designee, at least one (1) hour prior to the start of their assigned shift at the designated contact number to be placed on the sick board. Employees wishing to return to work must notify their supervisor or assistant manager, or designee, before 4:00 PM of the day before the desired return date.
9. **Vacation Leave:** Vacation leave will be signed in full week increments during vacation signing, and will be signed in order of classification seniority. One (1) vacation slot will be open for Comm Controllers to sign during vacation signing. Additional vacation requests will be considered by management on a case-by-case basis. Signed weeks of vacation that become available with at least fourteen (14) calendar days' notice shall be offered first to Comm Controllers on the wait list. If no one is on the waitlist or none of the waitlist employees elects to take the time off, the remaining employees will be notified of the available vacation opportunity, and the vacation week(s) will be assigned by order of seniority

to those who respond. In all cases, a maximum of five (5) working days will be allowed for all employees to provide their responses.

B. Shake-Ups: A period of time in which all full time Comm Controller shifts are considered vacant, and staff signs shifts in order of classification seniority.

1. **Shift Creation:** Staff and management will work together to create shifts for all full time Comm Controller shake-ups. If the parties cannot reach mutual consensus on the shifts, management reserves the right to make the final determination.
2. **Master Shake-Up:** There shall be two (2) master shake-ups per year to be effective in the months of March and September. A master shake-up will also be conducted when any new shifts are added.
3. **Mini Shake-Up:** In the event one (1) or more existing Comm Controller shifts becomes vacant, is deleted, or is modified by thirty (30) minutes or more and more than forty-five (45) calendar days remain prior to a master shake-up, a mini shake-up will be held with seniority below the affected shift(s).

C. Conducting Master and Mini Shake-Ups:

1. Shifts will be posted for all affected positions at least seven (7) calendar days prior to signing.
2. Signing will begin twenty-four (24) hours after the seventh (7th) calendar day following the posting.
3. Shifts will begin two (2) weeks after posting for Master Shake-ups. Shifts will begin within two (2) weeks after posting for Mini Shake-ups.
4. Comm Controllers who will be unavailable during their allotted sign-up times are expected to leave choices with their immediate supervisor or designee. If a Comm Controller fails to sign during the allotted sign-up time and has left no choice that is available, the manager or designee, with assistance from the Union Business Representative or designee, will choose a shift for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.

D. Externally Hired Communications Controllers:

1. The Agency may hire Comm Controllers externally to fill regular full time or regular part-time Comm Controller positions. Comm Controllers hired externally are subject to all the terms of the CBA and this MOA as they relate to seniority, leave accrual and other benefits.
2. Externally hired Comm Controllers will be required to pass a Comm Controller training course covering Field and Dispatch Service Supervisor disciplines in addition to extensive training in Comm Center operations. The training curriculum and assessments will be determined by management.
3. Externally hired Comm Controllers are not prohibited from applying for the Relief Service Supervisor program, if they meet the qualifications for it. However, an employee's participation in the Relief Service Supervisor program cannot result in the creation of open work in the Comm Center due to the employee's absences. Additionally, the Field and Dispatch Service Supervisor training and assessments the employee received when first trained for the Comm Controller position cannot substitute for training required once selected to be a Relief Service Supervisor.
4. Externally hired Comm Controllers will serve a probationary period of one thousand forty (1,040) hours worked, provided the Employer may extend such probationary period for a maximum of five hundred twenty (520) additional hours of time worked.

5. Part-time Comm Controllers are scheduled for work at management's discretion without guarantee in the number of hours worked or days off.
- E. **Internally Hired Relief Communications Controllers:**
 1. Pierce Transit will determine the number of Relief Comm Controllers needed. Management will determine the qualifications required for the Relief Comm Controller positions, and all candidates who believe they meet these qualifications may apply. If selected for the Relief Comm Controller program, the selected individuals will be required to pass training and be qualified to work in the Comm Center before they are allowed to work independently.
 2. Time spent in a relief capacity shall count toward the employee's one thousand forty (1,040) hours of time worked, provided the Employer may extend such probation for a maximum of five hundred twenty (520) additional hours of time worked.
 3. Internally hired Relief Comm Controllers are scheduled for work per Section V.A.4. and V.A.7.
 4. Internal Relief Comm Controllers are guaranteed eighty (80) hours per pay period, to include all paid hours in their base position and relief position(s).
 5. If the full time Comm Controller position is offered to a Relief Comm Controller, and he/she declines the promotion, the employee will be moved to the bottom of the Relief Comm Controller seniority list. If a Relief Comm Controller declines a promotion to a full time Comm Controller position three times, on the third decline, the employee will resign from his/her Relief Comm Controller position.
- F. **Waiver of Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. The work schedule will not require an unpaid meal break as part of the assigned shift. In consideration for the ability to work a shift that may total up to ten (10) hours, employees are entitled to eat at any time during their shift as work duties may permit. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of the position.

ARTICLE 28 - WORKING CONDITIONS - FLEET MAINTENANCE

- A. **Workweek:** Forty (40) hours shall constitute a workweek.
- B. **Overtime Compensation:** All hourly paid employees shall be paid for overtime at the rate of time and one-half the employee's regular hourly rate of pay for work time that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes. The most cost-effective, productive solutions will be considered in assigning overtime.
 1. When overtime occurs because of a holiday or pre-planned project, work will be assigned to employees by:
 - a. shift
 - b. classification
 - c. regular work area (i.e. Inspection, Center Lane, etc.)

d. seniority

When seeking volunteers, the overtime work will first be offered by seniority to employees in the regular work area, classification, and shift. Should no qualified employees volunteer in the regular work area, volunteers will be sought by seniority in the classification. Should no qualified employees volunteer in the classification, volunteers will be sought by seniority from other classifications in the shift who are qualified to perform the work. Should there be no volunteers using this process, overtime will be mandatorily assigned per Article 28.B(2) below.

"Shift" for purposes of offering or assigning overtime, shall be defined as follows:

Day = Start on or after 2:00 AM and before 12:00 PM (noon)

Swing = Start on or after 12:00 PM (noon) and before 8:00 PM

Graveyard = Start on or after 8:00 PM and before 2:00 AM

The definition of "shift" as used in this section applies only to the assignment of overtime and has no bearing on Shift Differential Pay, which is described elsewhere in this Article.

2. The Employer may mandate pre-planned overtime if employees do not volunteer. Assignments will be made in reverse order of seniority, as defined in Article 28.B(1), *i.e.* the least senior employee beginning in the regular work area, then classification (if no qualified employee is available in the regular work area), and then shift (if no qualified employee is available in the classification) where the overtime is worked.
 3. In emergent situations such as but not limited to weather, accidents, or equipment failure, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue. In the case where several employees meet these requirements, the Employer will follow classification seniority during the call-in process.
 4. If a dispute arises, employee qualification to perform overtime work under this Article shall be determined by Pierce Transit.
- C. **Work Apparel:** The Employer shall supply employees with coveralls, uniforms, and/or personal protective equipment on the basis of need. The Employer will continue the practice of providing reimbursement for boots/shoes to those classifications currently receiving such reimbursement. If the nature of the assignment shortens the useful life of these items, replacements shall be issued more frequently on a case by case basis. Employees assigned work where coveralls become more rapidly soiled shall receive coveralls more frequently than those on cleaner assignments. Raincoats and rain pants shall be provided to employees in the classifications of Laborer and Service Station Attendant if the individuals in these classifications should request one. Raincoats and rain pants will also be available to the remaining classifications in Fleet Maintenance upon request and with approval of the Employer on a case-by-case basis. Raincoats and rain pants will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats and rain pants must be turned in prior to the employee receiving a replacement.
- D. **Safety Glasses:** If the Employer mandates employees wear safety glasses in their work space or in connection with their regular job duties, appropriate eye wear/safety glasses will be provided by the Employer. If the employee requires prescription safety eyeglasses, the Employer will provide the employee with one (1) pair of prescription safety eyeglasses, including frames and prescription lenses, through a vendor and catalog selected by the Employer. Prescription safety eyeglasses rendered unusable in connection with

an employee's job duties will be replaced by the Employer up to once per calendar year. Safety eyeglasses shall be worn by employees at all times in work areas designated by the Employer.

E. Tool Allowance:

1. Effective January 1, 2018, regular employees in the classifications of Equipment Body Repairer, Machinist, Mechanic I, Journey Level Mechanic, Automotive Technician, Communication Equipment Installer, Communication Technician I and Communication Technician II shall receive an annual tool allowance of four hundred dollars (\$400.00). This provision is not applicable to Apprentices.
2. Effective January 1, 2018, regular employees in the classifications of Lead Mechanic and Upholsterer will receive an annual tool allowance of two hundred twenty five dollars (\$225.00).
3. Tool allowance will be paid in February of each calendar year provided the employee:
 - a. worked at least one thousand forty (1,040) hours during the preceding twelve (12) months; and
 - b. is in a paid status on January 1; and
 - c. is still employed in an eligible classification on the date the allowance is paid.

F. Tool Insurance: The Employer will provide up to ten thousand dollars (\$10,000) of tool insurance for Fleet Maintenance employees in case of tool loss due to fire, earth movement or water damage or by a reported theft by forcible entry. Coverage for damaged or stolen toolboxes shall be determined on a case-by-case basis. Employees must file a complete tool inventory and pictures of the toolbox with the Fleet Assistant Manager. In order to be eligible to file a claim under the provisions of this section, the inventory must have been filed prior to the incident giving rise to the claim.

G. Work Assignments:

1. **Master Shake-Up:**
 - a. There will be one (1) master shake-up per year, in which signing will begin no later than January 1, to take effect the first Sunday in February. This provision shall not apply to assignments in the component rebuild area.
 - b. All shifts shall be declared vacant and employees will select work in accordance with classification seniority.
 - c. A master shake-up will also be conducted in the event that new shifts are added and more than sixty (60) calendar days remain prior to an annual master shake-up.
 - d. Component rebuild master shake-ups shall take place in odd numbered years and will be conducted in accordance with the provisions of F.1.b and F.1.c of this article. Primary bid assignments include the following categories of work:
 - 1) Farebox
 - 2) Engines
 - 3) Transmissions
 - 4) Other small components

Employees may be assigned to another area within component rebuild in the case of absence or workload demands.

Employees will be trained and given a reasonable time to demonstrate the ability to perform the duties of the positions bid. Employees who fail to demonstrate the ability to perform the duties of the positions bid within the time allotted will be returned to their former position.

2. **Mini Shake-Up:** A mini shake-up will be held for qualified employees in the event:
 - a. One or more existing positions become vacant or are deleted, and more than sixty (60) calendar days remain prior to a master shake-up. The shake-up will be held for qualified employees with seniority below that of the employee last filling the vacant or deleted position(s).
 - b. A new position is created and more than sixty (60) calendar days remain prior to a master shake-up. The shake-up will be held for qualified employees within the applicable job classification in order of seniority.
3. **Procedures for Conducting a Master or Mini Shake-Up:**
 - a. Shifts will be posted for at least seven (7) calendar days prior to signing.
 - b. Signing will begin twenty-four (24) hours following the end of the posting period and will not last any longer than seven (7) calendar days.
 - c. Signing may be done in person or via telephone.
 - d. Employees on leave or unavailable during the assigned shake-up signing time are expected to leave at least three (3) choices with a lead or designee. If the employee fails to sign during the allotted signing time and has left no choice that is available, the manager or designee, with assistance from the Union Representative or designee, will choose a shift and duties for that employee. Every effort will be made to choose a shift similar to the shift the employee is then working.
 - e. A mini-shake-up will not take effect less than seven (7) calendar days nor more than twenty-one (21) calendar days following completion of the signing process.
- H. **Meal Breaks:** Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees (*i.e.* starting on or after 12:00 PM (noon) and before 8:00 PM) with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.
- I. **Shift Differential Pay:** Employees in the classifications listed in Appendices B and F are eligible for differential pay when working during the following hours:
 1. 2:00 p.m. to 10:00 p.m. - Seventy-five cents (\$.75) per hour.
 2. 10:00 p.m. to 6:00 a.m. - Two dollars and fifty cents (\$2.50) per hour.

Employees whose work schedules begin on or after 6:00 a.m. and before 2:00 p.m. will not be eligible for any shift differential pay. Shift differential shall be paid to eligible employees for all hours worked including overtime however, the differential pay shall not be changed by any overtime multiplier. If an employee

requests a temporary change in working hours, a change in shift differential shall not apply. Such schedule changes are granted at the sole discretion of management.

J. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase for each full day worked as an acting assistant manager.

K. **Clean-up time:** Shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.

L. **Apprenticeship Program:**

1. **Tool Allowance:** Apprentices shall receive a tool allowance as follows:

- a. Year 1: Fifty percent (50%) of the tool allowance as stated in Section D.1. and 2. of this Article, provided one thousand forty (1,040) hours have been served as an apprentice.
- b. Year 2: Fifty percent (50%) of the tool allowance as stated in Section D.1. and 2. of this Article.
- c. Year 3: Seventy-five percent (75%) of the tool allowance as stated in Section D.1. and 2. of this Article.
- d. Year 4: Seventy-five percent (75%) of the tool allowance as stated in Section D.1. and 2. of this Article.

2. **Seniority:** When applicable, apprentices will continue to accrue Agency seniority as well as seniority in the previously held classification while participating in the program. In all other cases, the employee shall accrue only Agency seniority during the term of the apprenticeship.

3. **Placement:**

- a. If there are no position vacancies available at the time employees complete their apprenticeships, employees shall be returned to their last classification and the appropriate wage rate. Employees will be assigned to any vacancy in their apprenticed trade that may occur, and they will be given first consideration for any regular positions that may become vacant.
- b. If there is no position vacancy available for a Journey Level Mechanic, and if the apprentice Mechanic was not an employee at the time of selection for the apprenticeship program, the employee will be laid off, placed on a list for recall, and given first preference when the next regular Journey Level Mechanic position becomes vacant.

M. **Travel Allowance:** The Employer will provide an Agency vehicle whenever travel is required out of the Employer's jurisdiction for training purposes. If no Agency vehicle is available, the employee will be compensated for the use of a personal vehicle at the prevailing IRS rate.

N. **Temporary Job Assignments:**

1. When temporary job assignments become available, the following will apply:
 - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five

- (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
- b. Temporary job assignments will not exceed ninety (90) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) calendar days must be agreed to by the Union.
- c. Selection for temporary job assignments will be determined by the following criteria:
- 1) From those signing, the most senior and technically qualified person to perform the temporary assignment duties will be selected.
 - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next person in seniority order will be selected.
- d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.
- O. **Training Pay:** Journey Level Mechanics assigned to train a Mechanic I or an apprentice shall be paid an additional two dollars (\$2.00) per hour for each full hour that they work in such an assignment.
- P. **Certification Pay:** Upon completion of the initial probationary period, employees will be eligible for certification pay subject to the following parameters:
1. An additional twenty-five cents (\$.25) per hour will be paid to Lead Mechanics, Machinists, Journey Level Mechanics, Automotive Technicians, Equipment Body Repairers, and Mechanic I's who obtain and retain advanced technical skills through an Employer pre-approved ASE certification program. This pay shall be limited to a maximum of four (4) certifications/technical licenses per employee.
 2. An additional two dollars (\$2.00) per hour will be paid to employees obtaining a Master Level certification through an Employer pre-approved ASE master-level program.
 3. An additional twenty-five cents (\$.25) per hour will be paid to Communication Technician I's and Communication Technician II's who obtain and retain advanced technical skills through an Employer pre-approved Electronics Technicians Association (ETA) certification program. This pay shall be limited to an additional three dollars (\$3.00) per hour per employee.
 4. It shall be the employee's responsibility to renew or otherwise keep current all certifications/technical licenses for which they are receiving this pay and regularly provide this information to the Employer.
 5. This pay will be for all hours paid to include overtime; however, this shall not be changed by any overtime multiplier.
 6. Agency will reimburse successfully passed exams for certifications which have been preapproved by the agency for the preauthorized classifications (Fleet, Facilities and Warehouse).

ARTICLE 29 - WORKING CONDITIONS - FACILITIES MAINTENANCE

- A. **Workweek:** Forty (40) hours shall constitute a workweek.
- B. **Overtime Compensation:** All hourly paid employees shall be compensated for overtime at the rate of time and one-half the employee's regular hourly rate of pay for work time that exceeds forty (40) hours of paid time in a work week. Leave without pay will not be considered as time worked for overtime purposes. . The most cost-effective, productive solutions will be considered in assigning overtime.

1. When overtime occurs because of a holiday or pre-planned project, work will be assigned to employees by:
 - a. shift
 - b. classification
 - c. regular work area
 - d. seniority

When seeking volunteers, the overtime work will first be offered by seniority to employees in the regular work area, classification, and shift. Should no qualified employees volunteer in the regular work area, volunteers will be sought by seniority in the classification. Should no qualified employees volunteer in the classification, volunteers will be sought by seniority from other classifications in the shift who are qualified to perform the work. Should there be no volunteers using this process, overtime will be mandatorily assigned per Article 29.B(2) below.

"Shift" for purposes of offering or assigning overtime, shall be defined as follows:

Day = Start on or after 2:00 AM and before 12:00 PM (noon)

Swing = Start on or after 12:00 PM (noon) and before 8:00 PM

Graveyard = Start on or after 8:00 PM and before 2:00 AM

The definition of "shift" as used in this section applies only to the assignment of overtime and has no bearing on Shift Differential Pay, which is described elsewhere in this Article.

2. The Employer may mandate pre-planned overtime if employees do not volunteer. Assignments will be made in reverse order of seniority, as defined in Article 29.B(1), *i.e.* the least senior employee beginning in the regular work area, then classification (if no qualified employee is available in the regular work area), and then shift (if no qualified employee is available in the classification) where the overtime is worked.
3. In emergent situations such as but not limited to weather, accidents, or equipment failure, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue. In the case where several employees meet these requirements, the Employer will follow classification seniority during the call-in process.
4. If a dispute arises, employee qualification to perform overtime work under this Article shall be determined by Pierce Transit.

- C. **Work Apparel:** The Employer shall supply employees with coveralls, uniforms and/or personal protective equipment on the basis of need. If the nature of the assignment shortens the useful life of these items, replacements shall be issued more frequently on a case by case basis. Employees assigned work where coveralls become more rapidly soiled shall receive coveralls more frequently than those on cleaner assignments. Raincoats and rain pants shall be provided to employees in the classifications of Facilities Custodian I, Facilities Mechanic I, and Maintenance Mechanic if the individuals in these classifications should request one. Raincoats and rain pants will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats and rain pants must be turned in prior to the employee receiving a replacement.
- D. **Tool Allowance:**
1. Tool allowances will be paid in February provided the employee worked at least one thousand forty (1,040) hours during the preceding twelve (12) months and is still employed in an eligible classification on the date the allowance is paid, and is an employee in paid status on January 1.
 2. Effective January 1, 2018, regular employees in the classifications of Lead Maintenance Mechanic, Maintenance Mechanic and Facilities Mechanic I will receive a tool allowance of two hundred fifty dollars (\$250.00) on January 1 of each year, paid in February provided the employees meet the eligibility requirements specified in paragraph 1, above.
- E. **Tool Insurance:** The Employer will provide up to ten thousand dollars (\$10,000) of tool insurance for Facilities Maintenance employees in case of tool loss due to fire, earth movement or water damage, or by a reported theft by forcible entry. Coverage for damaged or stolen toolboxes shall be determined on a case-by-case basis. Employees must file a complete tool inventory and pictures of the toolbox with the Facilities Maintenance Manager. In order to be eligible to file a claim under the provisions of this section, the inventory must have been filed prior to the incident giving rise to the claim.
- F. **Shake-Ups**
1. **Master Shake-Up:**
 - a. Maintenance Mechanics and Facilities Mechanic I's
 - 1) Employees shall bid job assignments within their classifications, in order of seniority, in January of each year.
 - 2) Employees will be trained and given a reasonable time to demonstrate the ability to perform the duties of the positions bid. Employees who fail to demonstrate the ability to perform the duties of the positions bid within the time allotted will be returned to their former position.
 - b. Facilities Custodian I's
Employees shall select route assignments, set by Management, in order of seniority, two (2) times per year in March and September. By virtue of selecting a route assignment, employees are choosing their hours of work and days off that they will maintain throughout the shake-up.
 2. **Mini Shake-Up:** A mini shake-up will be held for qualified employees in the event:

- a. One or more existing positions become vacant or are deleted, and more than sixty (60) calendar days remain prior to a master shakeup. The shakeup will be held for qualified employees with seniority below that of the employee last filling the vacant or deleted position(s).
- b. A new position is created. The shake-up will be held for qualified employees within the applicable job classification in order of seniority.

3. **Procedures for Conducting a Master or Mini Shake-Up:**

- a. Shifts will be posted for at least seven (7) calendar days prior to signing.
- b. Signing will begin twenty-four (24) hours following the end of the posting period and will not last any longer than seven (7) calendar days.
- c. Signing may be done in person or via telephone.
- d. Employees on leave or unavailable during the shake-up are expected to leave choices with a lead or designee or Union Representative.
- e. A mini-shake-up shall not take effect less than seven (7) calendar days nor more than twenty-one (21) calendar days following completion of the signing process.

G. **Meal Breaks:** Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees (i.e. starting on or after 12:00 p.m. (noon) and before 8:00 p.m.) with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.

H. **Shift Differential Pay:** Employees in the classifications listed in Appendix C are eligible for differential pay when working during the following hours:

- 1. 2:00 p.m. to 10:00 p.m. - Seventy-five cents (\$.75) per hour.
- 2. 10:00 p.m. to 6:00 a.m. - Two dollars and fifty cents (\$2.50) per hour.

Employees whose work schedules begin on or after 6:00 a.m. and before 2:00 p.m. will not be eligible for any shift differential pay. Shift differential shall be paid to eligible employees for all hours worked including overtime however, the differential pay shall not be changed by any overtime multiplier. If an employee requests a temporary change in working hours, a change in shift differential shall not apply. Such schedule changes are granted at the sole discretion of management.

M. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase for each full day worked as an acting assistant manager.

J. **Clean-up time:** shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.

K. **Travel Allowance:** The Employer will provide an Agency vehicle whenever travel is required out of the Employer's jurisdiction for training purposes. If no Agency vehicle is available, the employee will be compensated for the use of a personal vehicle at the prevailing IRS rate.

L. **Temporary Job Assignments:**

1. When temporary job assignments become available, the following will apply:
 - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
 - b. Temporary job assignments will not exceed ninety (90) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) days must be agreed to by the Union. Selection for temporary job assignments will be determined by the following criteria:
 - 1) From those signing, the most senior and technically qualified person to perform the temporary assignment duties will be selected.
 - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next person in seniority order will be selected.
 - c. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
 2. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.
- M. **Certification Pay:** Upon completion of the initial probationary period, employees will be eligible for certification pay subject to the following parameters:
1. An additional twenty-five cents (\$.25) per hour will be paid to Lead Maintenance Mechanics and Maintenance Mechanics who obtain and retain advanced technical skills through an Employer pre-approved certification program. This pay shall be limited to a maximum of four (4) certifications per employee.
 2. An additional two dollars (\$2.00) per hour will be paid to employees obtaining an Employer pre-approved professional/technical license(s).
 3. The combination of certification and licensing pay shall be limited to an additional three dollars (\$3.00) per hour per employee.
 4. It shall be the employee's responsibility to renew or otherwise keep current all certifications/technical licenses for which they are receiving this pay and regularly provide this information to the Employer.
 5. This pay will be for all paid worked to include overtime; however, this shall not be changed by any overtime multiplier.
 6. The Employer will post a list of Employer pre-approved advanced technical skills certifications and professional/technical licenses. This list may be modified periodically by the Employer, with a copy provided to the Union.
 7. Agency will reimburse successfully passed exams for certifications which have been preapproved by the agency for the preauthorized classifications (Fleet, Facilities and Warehouse).

ARTICLE 30 - WORKING CONDITIONS - FIXED ROUTE CUSTOMER SERVICE

- A. **Customer Service Representatives** (CSR's) will be hired as CSR I's and will begin at the first step of the wage scale as outlined on Appendix E. They will move to the second (2nd) step upon successful completion of probation. Additional wage step increases will be received on an annual basis.
1. If performing satisfactorily two (2) years after completing probation, employee will advance to a CSR II position, moving to the third (3rd) step of the CSR II wage scale as outlined on Appendix E. Subsequent wage step increases will be received on an annual basis.
 2. Full-time and part-time CSRs will be treated as separate seniority groups for the purposes of job bidding.
- B. **Shake-Ups for Customer Service Representatives:**
1. **Master Shake-Up:** There will be two (2) shake-ups in each calendar year as close as practical to January and June. All shifts shall be declared vacant and CSR's shall select shifts in accordance with their seniority. In addition, a master shake-up will be conducted when any new shifts are added.
 2. **Mini Shake-Up:** In the event one (1) or more existing shifts become vacant, is deleted, or is modified by thirty (30) minutes or more from the posted range, and more than thirty (30) days remain prior to a master shake-up, a mini shake-up will be held for CSR's with seniority below the affected shifts.
- C. **Procedures for Conducting the Customer Services Representative Shake-Up:**
1. Shifts will be posted at Bus Shop locations at least seven (7) days prior to signing.
 2. Signing will begin twenty-four (24) hours after the seventh (7th) posted day and will not last any longer than one (1) day.
 3. Each CSR will be assigned a time to sign the shake-up.
 4. Signing may be done in person, by email, or by telephone.
 5. CSR's on leave and unavailable during their assigned times are expected to leave choices with the CSR supervisor or designee or the Union representative.
 6. The shake-up will begin one (1) week after signing.
- D. **Sick Leave Notification:** Employees must contact their supervisor one (1) hour prior to the start of their assigned shift to be placed on the sick board. An employee on the sick board wishing to return to work must notify their supervisor before 3:00 p.m. of the day before desiring to return to work.
- E. **Meal Periods:** Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003 the parties agree to waive the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. In consideration for the ability to work a total shift that may be up to a ten (10) hour assignment, CSR's scheduled to work on weekends are entitled to eat any time during their shift as work duties may permit. The work schedule will not require an unpaid meal break as part of

the assigned shift. Such employees are not entitled to relief from duty while they eat and must remain available to perform all of the essential functions of a CSR.

ARTICLE 31 - WORKING CONDITIONS - WAREHOUSE

- A. **Workweek:** Forty (40) hours shall constitute a workweek.
- B. **Overtime Compensation:** All hourly paid employees shall be compensated for overtime at the rate of time and one-half the employee's regular hourly rate of pay with leave without pay not counting as time worked for overtime purposes.
1. Overtime will be offered to employees by:
 - a. Shift
 - b. Job classification
 - c. Seniority
 2. The Employer may require occasional mandatory overtime to meet departmental requirements. Assignments will be made in reverse order of seniority.
- C. **Work Apparel:** Upon hire, the Employer shall reimburse the employee up to the established limits for the purchase of the uniform appropriate for his/her classification and as specified in this section. Thereafter, the Employer shall reimburse employees annually for the purchase of new uniforms subject to established limits, except for jackets which will be reimbursed every even numbered year. Uniforms for employees in the classifications of Warehouse Technician I and II, Warehouse Assistant and Warehouse Courier consist of pants/jeans, shirts and jackets. Employees are responsible for maintaining their uniforms. Raincoats will be provided to employees in the classifications of Warehouse Technician I and II, Warehouse Assistant and Warehouse Courier. Raincoats will be replaced when they are no longer serviceable, but no more often than once per year. Worn out raincoats must be turned in prior to the issuance of a replacement. The Employer shall provide personal protective equipment on the basis of need. Replacements shall be issued no more often than once per year unless the nature of the assignment shortens the useful life of the item.
- D. **Shifts:** The swing shift shall be defined as any shift starting on or after 2:00 p.m. and before 10:00 p.m. The graveyard shift is defined as any shift beginning at/or after 10:00 p.m. and before 2:00 a.m. Employees assigned to work at least five (5) or more consecutive hours shall have a thirty (30) minute unpaid meal period. Swing shift employees with a hire date prior to June 30, 1996 and assigned to work at least five (5) or more consecutive hours shall receive a paid thirty (30) minute meal period.
- E. **Shift Differential Pay:** Employees in the classifications listed in Appendix D are eligible for differential pay when working during the following hours
1. 2:00 p.m. to 10:00 p.m. – One dollar (\$1.00) per hour.
 2. 10:00 p.m. to 6:00 a.m. – Two dollars and fifty cents (\$2.50) per hour effective January 1, 2018.
- Employees with shifts beginning prior to 2:00 p.m. will not be eligible for any shift differential pay. Shift differential shall be paid to eligible employees for all hours worked including overtime; however, the

differential pay shall not be changed by any overtime multiplier. If an employee requests a temporary change in working hours, a change in shift differential shall not apply. Such schedule changes are granted at the sole discretion of management.

- F. **Acting Pay:** When an employee is designated as an acting assistant manager, such employee shall receive acting pay by being temporarily placed on the lowest step in the assistant manager wage scale that results in an increase for each full day worked as an acting assistant manager.
- G. **Clean-up time:** shall be limited to ten (10) minutes prior to the meal break and ten (10) minutes prior to the end of the employee's shift.
- H. **Temporary Job Assignments:**
 - 1. When temporary job assignments become available, the following will apply:
 - a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
 - b. Temporary job assignments will not exceed one hundred twenty (120) calendar days. Assignment extensions may be required for certain projects. Temporary assignments exceeding one hundred twenty (120) calendar days must be approved by the Union.
 - c. Seniority and technical qualifications will be considered for temporary job assignment selection.
 - d. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
 - 2. Temporary job assignments of less than forty-five (45) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.
- I. **Shake-Ups:**
 - 1. There will be one (1) shake-up in each calendar year as close to February as possible. The new schedule will begin on the Monday (or Tuesday if Monday is a holiday) following the end of the shake-up process.
 - 2. Shifts will be posted in the Warehouse office at least seven (7) calendar days prior to signing.
 - 3. Signing will begin the next business day after the seventh (7th) calendar day of posting and will not last any longer than three (3) working days.
 - 4. Signing will be done in person and according to job classification and seniority.
 - 5. Employees on leave and/or unavailable to sign, are expected to leave choices with the Warehouse Assistant Manager. If no choice is left or if the choice has already been signed, a shift will be selected for the employee by the Warehouse Assistant Manager and the Union Representative designee. Every effort will be made to choose a shift similar to the one the employee is currently working.
- J. **Certification Pay:** Upon completion of the initial probationary period, employees will be eligible for certification pay subject to the following parameters:

1. An additional twenty-five cents (\$.25) per hour will be paid to Warehouse Technician Is and Warehouse Technician IIs who obtain and retain obtain and maintain ASE Parts Specialist certifications P1 Medium-Heavy Truck Parts Specialist and/or P2 Automobile Parts Specialist.
2. The combination of certification pay shall be limited to an additional fifty cents (\$0.50) per hour per employee.
3. Agency will reimburse successfully passed exams for certifications which have been preapproved by the agency for the preauthorized classifications (Fleet, Facilities and Warehouse).

ARTICLE 32 – SURVEILLANCE, MONITORING, AND TRACKING TECHNOLOGY

A. Purpose and Use: The primary purpose of Pierce Transit's surveillance, monitoring, and vehicle and equipment tracking technology (for example, cameras on buses, CCTV at transit centers, vehicle tracking systems, etc.) is to enhance safety, security, and customer service for the public, employees, and Pierce Transit's property. The Employer's use of such technology may include:

1. Controlling and monitoring access to facilities and vehicles.
2. Locating/tracking vehicles for safety and security purposes.
3. Recording sounds and images in vehicles and in or around buildings for safety and security purposes. Whenever possible, employees will be notified in advance if surveillance will occur for safety or security reasons.
4. Tracking and monitoring the use of Pierce Transit computers, phones, and other agency-issued equipment.
5. Recording audio and video footage of vehicles, operators, and roadways through a fleet management technology package provided by a third-party vendor (for example, Lytx, DriveCam, or similar vendor).
6. Fulfillment of law enforcement agency requests.

B. Cameras in Vehicles: Although cameras in vehicles will not be positioned in or on vehicles in such a manner as to directly record the Operators while driving, the parties acknowledge that images of Operators may be captured in video of the fare box as well as when the Operator is out of his/her seat.

C. Fleet Management Technology: With respect to a fleet management technology package provided by a third-party vendor (for example, Lytx, DriveCam, or similar vendor) cameras will be directed toward Operators; however, audio and video data will not be set to be continually recorded and preserved. Instead, audio and video data will be preserved and reviewed only when triggered in response to triggering events (for example, accidents collisions, acceleration, sudden deceleration, hard braking, or hard turning). In addition, Operators may manually trigger audio and video data for review. The Employer agrees not to arbitrarily review audio and video data. When audio and video data is automatically triggered by the technology or manually triggered by the Operator for review, the Employer shall be limited to eight (8) seconds before and four (4) seconds after the triggering

event. The Employer agrees to provide training to Operators for the safe and efficient use of the technology. The primary purpose of the fleet management technology package shall be safety, training, and coaching. If audio or video is used as the basis for discipline, the Union shall have an opportunity to obtain a copy of such data prior to an investigatory meeting with the subject of the recording.

Maintenance employees properly testing fleet equipment in accordance with their regular duties shall be excused from any coaching or discipline resulting from a review of audio or video data flagged for review by a fleet management technology package provided by a third-party vendor.

D. Cameras in Buildings, Properties, and Facilities: Cameras in buildings, properties, or facilities will not be placed in locations in which employees have a reasonable expectation of privacy (for example, changing areas, locker rooms, and washrooms).

E. Employer Review of Data

1. No "Fishing" or Random Review: Neither the Employer nor Public Safety will randomly review audio, video, or other data for the purpose of discovering policy violations in the absence of a precipitating event. A precipitating event may include, but is not limited to: (1) a citizen, customer, or employee complaint; (2) an accident, injury, or incident; (3) a claim filed against Pierce Transit or one of its employees; (4) investigation of alleged misconduct or criminal activity; (5) verification of facts reported by an employee or (6) requests by a law enforcement agency or other state or federal agency.

2. Review of Audio, Video, or Other Data Pursuant to a Precipitating Event:

a. Reviews initiated by a precipitating event will be for the purpose of determining what happened. An employee may be subject to coaching, counseling, or more serious discipline as a result. Any discipline shall be in accordance with the terms of this agreement.

b. Review of audio, video, or other data regarding a precipitating event, will be conducted by Pierce Transit's Public Safety personnel at the request of the Employer or the Union. Public Safety personnel will not review more of the audio or video than they determine is reasonably necessary to investigate the circumstances of the precipitating event or any subsequent incident as referenced by Section E.2.c, and only the portion of the audio, video, or other data determined to be relevant to the precipitating event will be provided to the employee's management. In the event audio, video, or other data is used as the basis for discipline, the Union will have an opportunity to obtain a copy of such data prior to an investigatory meeting with the subject of the recording.

c. If the Employer reviews data due to a precipitating event and the data reveals possible misconduct unrelated to the initial event, the Employer may rely on the data to support discipline

3. Review of Audio, Video, or Other Data for Business Purposes:

a. The Employer uses technology (for example, dispatch/automatic vehicle location or CAD/AVL) which provides data related to the performance of vehicles, equipment, routes, and resource allocation in order to monitor for accuracy and efficiency purposes. The parties agree that the Employer will not randomly or routinely review such data solely for disciplinary reasons or as part of a targeted surveillance for "fishing." Auditing or inspecting the data by the Employer shall be limited to legitimate business purposes (that is, for accuracy, efficiency, etc.).

b. If the Employer reviews data for legitimate business purposes and the data reveals possible misconduct, the Employer may rely on the data to support discipline and will notify the Union so that it may request a copy of such data prior to an investigatory meeting.

ARTICLE 33 - SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions thereof shall remain in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidations to a form acceptable to both parties.

ARTICLE 34 - ENTIRE AGREEMENT

- A. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's direction and control.

ARTICLE 1 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable state and federal laws. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state and federal laws are paramount and shall prevail.

ARTICLE 35 – DURATION

Term of Agreement: This Agreement shall remain in full force and effect from January 1, 2021 through December 31, 2023 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

APPENDIX G DEFINITIONS – OPERATIONS

The following definitions are provided for reference and educational purposes only and in the event of a conflict between an issue covered in this Article and the same issue covered in another Article, the other Article shall control.

- A. **Assignment:** Work consisting of runs, pieces of runs or trippers.
- B. **Guarantee Time/Pay:** Compensation paid to Operators assigned to a regular run when necessary to bring the pay for a regular run up to eight (8) hours, or ten (10) hours for those on alternative four-ten (4/10) work schedules. Delay time will count toward guarantee pay.
- C. **Hybrid Service:** Alternative service that does not necessarily follow a scheduled route:
 - 1. **Zone Service:** Vehicles do not follow a prescribed route. Specific pick-up/drop-off locations may be established to facilitate a group of customers, but such locations are only served if there is a customer request. If no requests are received, no service is provided.
 - 2. **Route Deviation Service:** Typically, a schedule is established at a few locations and service is provided to those locations on a regular basis with deviations occurring between the established points. The schedule may provide a time range when a vehicle will serve a location rather than a specific time.
 - 3. **Point Deviation Service:** Vehicles follow a fixed route with established stops and schedule but deviate into neighborhoods upon request, always returning to the regular route and schedule.
- D. **Operations:** The work groups and areas directly related to providing or supporting the delivery of revenue service, including Fleet or Facilities Maintenance. The use of this definition shall be limited to the application of this contract.
- E. **Operator:** Employee hired to operate a variety of revenue service vehicles for the agency.
 - 1. **Transit Operator:** A full-time Operator who bids a regular run, the Extra Board, vacations, blocks, paratransit or hybrid work.
 - 2. **Relief Transit Operator:** Operators who must report for any available work. Relief Transit Operators will be guaranteed a minimum of thirty (30) hours of paid time in a work week. Hours of leave without pay will be deducted from this guarantee.
 - 3. **Transit Operator Trainee:** An employee enrolled in the agency's Transit Operator training program.
 - 4. **Paratransit or MicroTransit Operator Specialized Transportation Driver:** An operator of Paratransit or MicroTransit routes that do not require a CDL.

- 5. **MicroTransit Operator:** An operator of MicroTransit routes that do not require a CDL.
- F. **Spread Pay:** The amount paid when work is not completed within a specified time frame.
- G. **Report Time:** The time an operator is required to remain on duty by the Employer at the transit lobby or elsewhere.
- H. **Run:** Work that is included in the operating schedules and contains not less than eight (8) hours' time daily.
 - 1. **Split:** A run that has two (2) parts, with an elapsed unpaid period of time between the ending of the first part and the beginning of the second part.
 - 2. **Straight:** A run that has continuous run time.
- I. **Section:** A group of runs on a section sheet posted during a shake-up.
- J. **Shake-Up:** A period of time during which all regular work is declared vacant and open for signing by Transit Operators.
 - 1. **Block Transit Operator:** Transit Operator signing to work the days off of other Transit Operators.
 - 2. **Extra Board Transit Operator:** Transit Operator who does not sign for a specific run but must report for available work each day and receives a guarantee of eighty (80) hours of work each pay period.
 - 3. **Vacation Transit Operator:** Transit Operator who signs to work the vacation week(s) of other Operators and receives a guarantee of eighty (80) hours of work each pay period.
 - 4. **Hybrid Transit Operator:** Transit Operator signing to work Zone, Route Deviation or Point Deviation Service.
 - 5. **Regular Run Transit Operator:** Transit Operator signing work that is included in the operating schedule and contains at least eight (8) hours of paid time per day.
 - 6. **Paratransit Transit Operator:** Transit Operator signing to operate paratransit vehicles for transit disabled customers.
- K. **Sign-Up:** The time an Operator is required to report for work.
- L. **Spread:** The overall time from the commencement of duty until the completion of duty.
- M. **Training Pay:** The amount paid to an Operator when required to orient a Transit Operator Trainee to the system (i.e. *e.g.*, route training).
- N. **Travel Pay:** The amount paid for travel to and from relief points.
- O. **Tripper:** A trip or trips included in the operating schedules by the Employer, but not part of a regular run.
- P. **Temporary Job Assignments:**
 - 1. Generally temporary job assignments will be handled in the following manner unless otherwise identified within the Article of the work unit, (*e.g.*, Facilities, Fleet, Warehouse, etc.)
 - 2. When temporary job assignments become available, the following will apply:

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- a. A sign-up sheet requesting that employees sign up as candidates will be posted for five (5) working days. The sign-up sheet will explain the nature and duration of the assignment. A copy of the sheet will be sent to the Union at the time of posting.
 - b. Temporary job assignments will not exceed one hundred eighty (180) calendar days. Assignment extensions may be required for certain projects. Extensions exceeding thirty (30) days must be agreed to by the Union. Selection for temporary job assignments will be determined by the following criteria:
 - 1) From those signing, the most technically qualified person to perform the temporary assignment duties will be selected.
 - 2) If there is more than one qualified candidate and the employee chooses not to accept the assignment, the next most technically qualified person will be selected.
 - c. If no one signs the sheet, the employer will choose the employee(s) with the least seniority that is qualified to be assigned.
3. Temporary job assignments of less than thirty (30) calendar days will not be subject to the requirements of subparagraphs a., b., and c.; however, seniority will be considered.

LIST of MOAs/MOUs

Any MOAs/MOUs not listed here at the time of ratification are considered expired and no longer valid. Additional MOAs may be developed through the term of the agreement by mutual agreement of both parties.

Date	Title
2.5.2021	Long Term Absence Shake-up Bid Agreement #2021-1
7.17.2020	Reduction in Service – Transit Operators #2020-5
9.11.2017	Agreement on Discipline

APPENDIX A: OPERATIONS JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2932	TRANSIT OPERATOR TRAINEE	01/01/21	\$22.69				
		01/01/22	\$23.37				
		01/01/23	\$23.90				
2935	RELIEF TRANSIT OPERATOR	01/01/21	\$24.02	\$24.86			
		01/01/22	\$24.74	\$25.61			
		01/01/23	\$25.30	\$26.19			
2930	TRANSIT OPERATOR	01/01/21	\$25.78	\$26.53	\$27.40	\$28.97	\$32.71
		01/01/22	\$26.55	\$27.33	\$28.22	\$29.84	\$33.69
		01/01/23	\$27.15	\$27.94	\$28.85	\$30.51	\$34.45
3070	PARATRANSIT OPERATOR	01/01/21	\$24.02	\$24.86			
		01/01/22	\$24.74	\$25.61			
		01/01/23	\$25.30	\$26.19			

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3060	MICROTRANSIT OPERATOR	01/01/21	\$19.77	\$20.74	\$21.78	\$22.88	\$24.02
		01/01/22	\$20.36	\$21.36	\$22.43	\$23.57	\$24.74
		01/01/23	\$20.82	\$21.84	\$22.93	\$24.10	\$25.30
2940	SERVICE SUPERVISOR	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2760	SCHEDULER	01/01/21	\$35.82	\$37.37			
		01/01/22	\$36.89	\$38.49			
		01/01/23	\$37.72	\$39.36			
2710	SPECIALIZED TRANSPORTATION DISPATCHER	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2712	SPECIALIZED TRANSPORTATION ANALYST	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2850	INSTRUCTOR	01/01/21	\$35.65	\$36.72	\$37.79	\$38.90	
		01/01/22	\$36.72	\$37.82	\$38.92	\$40.07	
		01/01/23	\$37.55	\$38.67	\$39.80	\$40.97	
2942	SPECIAL EVENTS COORDINATOR	01/01/21	\$38.41	\$40.09			
		01/01/22	\$39.56	\$41.29			
		01/01/23	\$40.45	\$42.22			
2926	COMMUNICATIONS CONTROLLER	01/01/21	\$38.22	\$39.89			
		01/01/22	\$39.37	\$41.09			
		01/01/23	\$40.45	\$42.22			
2825	SERVICE SUPPORT TRAINING COORDINATOR	01/01/21	\$38.22	\$39.89			
		01/01/22	\$39.37	\$41.09			
		01/01/23	\$40.45	\$42.22			
2927	SERVICE IMPACTS SUPERVISOR	01/01/21	\$38.22	\$39.89			
		01/01/22	\$39.37	\$41.09			
		01/01/23	\$40.45	\$42.22			
See Article 15, Section A, paragraph 2 for a description of step increases.							

APPENDIX B: FLEET MAINTENANCE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2950	FLEET CARE ATTENDANT	01/01/21	\$20.35	\$21.20	\$22.01	\$22.91	
		01/01/22	\$20.96	\$21.84	\$22.67	\$23.60	
		01/01/23	\$21.43	\$22.33	\$23.18	\$24.13	
2730	SERVICE STATION ATTENDANT	01/01/21	\$21.92	\$23.29	\$24.58	\$25.50	
		01/01/22	\$22.58	\$23.99	\$25.32	\$26.27	
		01/01/23	\$23.09	\$24.53	\$25.89	\$26.86	
3030	BUS LOT ATTENDANT	01/01/21	\$27.38				
		01/01/22	\$28.20				
		01/01/23	\$28.83				
2690	UPHOLSTERER	01/01/21	\$30.06	\$31.31	\$32.59	\$33.74	
		01/01/22	\$30.96	\$32.25	\$33.57	\$34.75	
		01/01/23	\$31.66	\$32.98	\$34.33	\$35.53	
2800	MECHANIC I	01/01/21	\$29.02	\$30.57	\$32.17	\$33.77	
		01/01/22	\$29.89	\$31.49	\$33.14	\$34.78	
		01/01/23	\$30.56	\$32.20	\$33.89	\$35.56	

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2790	JOURNEY LEVEL MECHANIC	01/01/21	\$34.22	\$35.58	\$36.98	\$38.83	
		01/01/22	\$35.25	\$36.65	\$38.09	\$39.99	
		01/01/23	\$36.04	\$37.47	\$38.95	\$40.89	
2970	AUTOMOTIVE TECHNICIAN	01/01/21	\$32.87	\$34.22	\$35.58	\$36.98	\$38.83
		01/01/22	\$33.86	\$35.25	\$36.65	\$38.09	\$39.99
		01/01/23	\$34.62	\$36.04	\$37.47	\$38.95	\$40.89
2780	LEAD MECHANIC	01/01/21	\$36.13	\$37.91	\$39.79	\$41.78	
		01/01/22	\$37.21	\$39.05	\$40.98	\$43.03	
		01/01/23	\$38.05	\$39.93	\$41.90	\$44.00	
2860	BODY REPAIR TECHNICIAN	01/01/21	\$32.87	\$34.22	\$35.58	\$36.98	\$38.83
		01/01/22	\$33.86	\$35.25	\$36.65	\$38.09	\$39.99
		01/01/23	\$34.62	\$36.04	\$37.47	\$38.95	\$40.89
3040	PREVENTATIVE MAINTENANCE SERVICE TECHNICIAN	01/01/21	\$27.38				
		01/01/22	\$28.20				
		01/01/23	\$28.83				
3006	COMMUNICATIONS EQUIPMENT INSTALLER	01/01/21	\$26.70	\$27.93	\$29.19	\$30.45	\$31.61
		01/01/22	\$27.50	\$28.77	\$30.07	\$31.36	\$32.56
		01/01/23	\$28.12	\$29.42	\$30.75	\$32.07	\$33.29
3010	COMMUNICATION TECHNICIAN	01/01/21	\$34.66	\$36.55	\$38.57	\$40.67	\$42.71
		01/01/22	\$35.70	\$37.65	\$39.73	\$41.89	\$43.99
		01/01/23	\$36.50	\$38.50	\$40.62	\$42.83	\$44.98
3020	COMMUNICATION TECHNICIAN, LEAD	01/01/21	\$37.16	\$39.18	\$41.31	\$43.74	\$45.73
		01/01/22	\$38.27	\$40.36	\$42.55	\$45.05	\$47.10
		01/01/23	\$39.13	\$41.27	\$43.51	\$46.06	\$48.16
2840	TRANSIT MAINTENANCE WORKER	01/01/21	\$17.89	\$19.20	\$20.16	\$21.91	
		01/01/22	\$18.43	\$19.78	\$20.76	\$22.57	
		01/01/23	\$18.84	\$20.23	\$21.23	\$23.08	
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 28, Section H. See Article 15, Section A, paragraph 2 for a description of step increases.							

APPENDIX C: FACILITIES MAINTENANCE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2810	MAINTENANCE MECHANIC	01/01/21	\$30.06	\$31.31	\$32.59	\$33.74	\$35.43
		01/01/22	\$30.96	\$32.25	\$33.57	\$34.75	\$36.49
		01/01/23	\$31.66	\$32.98	\$34.33	\$35.53	\$37.31
2820	LEAD MAINTENANCE MECHANIC	01/01/21	\$34.34	\$36.12	\$37.98	\$39.87	
		01/01/22	\$35.37	\$37.20	\$39.12	\$41.07	
		01/01/23	\$36.17	\$38.04	\$40.00	\$41.99	
2961	TRANSIT SYSTEM MAINTENANCE WORKER	01/01/21	\$17.20	\$18.53	\$19.49	\$21.24	
		01/01/22	\$17.72	\$19.09	\$20.07	\$21.88	
		01/01/23	\$18.12	\$19.52	\$20.52	\$22.37	
2960	TRANSIT FACILITIES SPECIALIST (Hired prior to 7/1/96)	01/01/21	\$23.55	\$24.36	\$25.32		
		01/01/22	\$24.26	\$25.09	\$26.08		
		01/01/23	\$24.81	\$25.65	\$26.67		
2960	TRANSIT FACILITIES SPECIALIST (Hired ON or AFTER to 7/1/96)	01/01/21	\$20.35	\$21.20	\$22.01	\$22.91	
		01/01/22	\$20.96	\$21.84	\$22.67	\$23.60	
		01/01/23	\$21.43	\$22.33	\$23.18	\$24.13	
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 29, Section H. See Article 15, Section A, paragraph 2 for a description of step increases.							

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APPENDIX D: WAREHOUSE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2680	WAREHOUSE TECHNICIAN I	01/01/21	\$26.70	\$27.93	\$29.19	\$30.45	\$31.61
		01/01/22	\$27.50	\$28.77	\$30.07	\$31.36	\$32.56
		01/01/23	\$28.12	\$29.42	\$30.75	\$32.07	\$33.29
2670	WAREHOUSE TECHNICIAN II	01/01/21	\$28.34	\$29.76	\$31.23	\$32.63	\$34.05
		01/01/22	\$29.19	\$30.65	\$32.17	\$33.61	\$35.07
		01/01/23	\$29.85	\$31.34	\$32.89	\$34.37	\$35.86
2845	WAREHOUSE COURIER	01/01/21	\$20.36	\$21.35	\$22.38	\$23.50	
		01/01/22	\$20.97	\$21.99	\$23.05	\$24.21	
		01/01/23	\$21.44	\$22.48	\$23.57	\$24.75	
2685	WAREHOUSE ASSISTANT	01/01/21	\$23.28	\$24.43	\$25.61	\$27.06	
		01/01/22	\$23.98	\$25.16	\$26.38	\$27.87	
		01/01/23	\$24.52	\$25.73	\$26.97	\$28.50	
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 31, Section E. See Article 15, Section A, paragraph 2 for a description of step increases.							

APPENDIX E: ADMINISTRATIVE JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
2890	CLERICAL ASSISTANT	01/01/21	\$17.29	\$17.97	\$18.65	\$19.26	\$19.99	\$22.15
		01/01/22	\$17.81	\$18.51	\$19.21	\$19.84	\$20.59	\$22.81
		01/01/23	\$18.21	\$18.93	\$19.64	\$20.29	\$21.05	\$23.32
2880	ADMINISTRATIVE SPECIALIST I	01/01/21	\$20.40	\$21.07	\$21.77	\$22.58	\$23.31	\$24.66
		01/01/22	\$21.01	\$21.70	\$22.42	\$23.26	\$24.01	\$25.40
		01/01/23	\$21.48	\$22.19	\$22.92	\$23.78	\$24.55	\$25.97
2750	ADMINISTRATIVE SPECIALIST II	01/01/21	\$22.08	\$22.87	\$23.67	\$24.49	\$25.24	\$27.15
		01/01/22	\$22.74	\$23.56	\$24.38	\$25.22	\$26.00	\$27.96
		01/01/23	\$23.25	\$24.09	\$24.93	\$25.79	\$26.59	\$28.59
2775	CUSTOMER SERVICE REPRESENTATIVE (FIXED ROUTE)	01/01/21	\$22.14	\$22.91	\$23.68	\$24.55	\$25.32	\$26.73
		01/01/22	\$22.80	\$23.60	\$24.39	\$25.29	\$26.08	\$27.53
		01/01/23	\$23.31	\$24.13	\$24.94	\$25.86	\$26.67	\$28.15
2774	LEAD CUSTOMER SERVICES REPRESENTATIVE	01/01/21	\$25.79	\$26.50	\$27.96			
		01/01/22	\$26.56	\$27.30	\$28.80			
		01/01/23	\$27.16	\$27.91	\$29.45			
2773	MARKETING SERVICES REPRESENTATIVE	01/01/21	\$22.08	\$22.81	\$23.57	\$24.36	\$25.12	\$26.53
		01/01/22	\$22.74	\$23.49	\$24.28	\$25.09	\$25.87	\$27.33
		01/01/23	\$23.25	\$24.02	\$24.83	\$25.65	\$26.45	\$27.94
2772	TRAVEL TRAINER	01/01/21	\$23.12	\$24.02	\$24.88	\$25.54	\$26.25	\$27.69
		01/01/22	\$23.81	\$24.74	\$25.63	\$26.31	\$27.04	\$28.52
		01/01/23	\$24.35	\$25.30	\$26.21	\$26.90	\$27.65	\$29.16
2671	CUSTOMER SERVICE REPRESENTATIVE (SHUTTLE)	01/01/21	\$21.04	\$21.77	\$22.51	\$23.34	\$24.07	\$25.50
		01/01/22	\$21.67	\$22.42	\$23.19	\$24.04	\$24.79	\$26.27
		01/01/23	\$22.16	\$22.92	\$23.71	\$24.58	\$25.35	\$26.86
2870	DATA SPECIALIST	01/01/21	\$21.14	\$21.99	\$22.81	\$23.70	\$24.57	\$26.21
		01/01/22	\$21.77	\$22.65	\$23.49	\$24.41	\$25.31	\$27.00
		01/01/23	\$22.26	\$23.16	\$24.02	\$24.96	\$25.88	\$27.61
		01/01/21	\$23.45	\$24.32	\$25.18	\$26.06	\$27.37	\$28.61

10/5/2021 Final Tentative Agreements

Revised 11/29/21

Exhibit A

2990	ACCOUNT CLERK	01/01/22	\$24.15	\$25.05	\$25.94	\$26.84	\$28.19	\$29.47
		01/01/23	\$24.69	\$25.61	\$26.52	\$27.44	\$28.82	\$30.13
2980	ACCOUNTANT I	01/01/21	\$26.44	\$27.63	\$28.86	\$30.01	\$31.24	\$32.58
		01/01/22	\$27.23	\$28.46	\$29.73	\$30.91	\$32.18	\$33.56
		01/01/23	\$27.84	\$29.10	\$30.40	\$31.61	\$32.90	\$34.32
2985	PAYROLL SPECIALIST	01/01/21	\$26.44	\$27.63	\$28.86	\$30.01	\$31.24	\$32.58
		01/01/22	\$27.23	\$28.46	\$29.73	\$30.91	\$32.18	\$33.56
		01/01/23	\$27.84	\$29.10	\$30.40	\$31.61	\$32.90	\$34.32
See Article 15, Section A, paragraph 2 for a description of step increases.								

APPENDIX F: APPRENTICE MECHANIC JOB CLASSIFICATIONS AND WAGES

JOB CODE	CLASSIFICATION	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
2653	APPRENTICE DIESEL MECHANIC	01/01/21	\$27.38	\$29.09	\$30.81	\$32.51
		01/01/22	\$28.20	\$29.96	\$31.73	\$33.49
		01/01/23	\$28.83	\$30.63	\$32.44	\$34.24
Employees in classifications listed in this Appendix are eligible for shift differential pay as specified in Article 28, Section E. See Article 15, Section A, paragraph 2 for a description of step increases.						

TITLE: Authorize the Chief Executive Officer to Execute a New Interlocal Agreement No. 1298 with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services from January 1, 2022 Through December 31, 2022

DIVISION: Service Delivery & Support

SUBMITTED BY: Mike Griffus, Chief Executive Officer

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Contract Amount	\$ 1,867,590	The original contract amount of \$1,867,590 proposed by the County does not factor in compensation for off duty officer work, overtime for personnel, or rates for special services performed. Staff has added contingency costs to cover these unplanned circumstances.
Contingency	\$ 1,875,321	
Total Expenditure	\$ 3,742,911	

BACKGROUND:

Staff seeks authority to execute a new Interlocal Agreement with the Pierce County Sheriff's Department for Law Enforcement Services beginning January 1, 2022 through December 31, 2022. Like many law enforcement agencies across the United States, the Pierce County Sheriff's Department is also facing a shortage of law enforcement officers, resulting in the need for a new Interlocal Agreement that constitutes a reduction in service from what has typically been provided by the Pierce County Sheriff's Department. The proposed service level is detailed in Exhibit A of the Agreement.

The new agreement provides for one (1) PCSD Police Chief; two (2) PCSD Sergeants, and one (1) Investigator. The staffing levels are reduced in a phased approach with the Patrol Deputy staffing levels reducing from fourteen (14) down to six (6) beginning January 10, 2022, and further reducing to zero (0) Patrol Deputies beginning July 11, 2022 through December 31, 2022.

The cost of each phase of service is detailed in Exhibit A of the Agreement in a fixed amount as follows:

January 1, 2022 – January 9, 2022	\$86,660
January 10, 2022 – July 10, 2022	\$1,298,010
July 11, 2022 – December 31, 2022	\$482,920
Subtotal	\$1,867,590
Contingency for Special Rates/Overtime/Off Duty	\$1,875,321
Grand Total	\$3,742,911

The Agreement also provides for Extra Duty and Specialized Services Rates based on utilization. Historically, Pierce Transit has not utilized many of the services listed on the Services Rate Page (Exhibit C to the Agreement), but we do anticipate that there will be a need to pay overtime and to compensate for police service work provided by PCSD off duty officers, which is reflected in the contingency cost above.

Providing a safe transit system for Pierce Transit's customers is Pierce Transit's top priority. Pierce Transit is in the process of developing a new policing model that it anticipates implementing at the beginning of 2023. The proposed agreement will allow staff time to develop and implement a new policing model. The staffing of the PCSD Chief, (2) sergeants and (1) investigator is needed for continuity of service for managing public safety officers and off duty officers from partnering law enforcement which, at this time, include agencies such as Federal Way and Lakewood.

STAFF RECOMMENDATION:

Staff recommends the approval of the new Interlocal Agreement with the Pierce County Sheriff's Department for Law Enforcement Services to allow staff time to develop a new public safety model.

ALTERNATIVES:

Do not approve the proposed new Interlocal Agreement. This is not recommended as law enforcement services from PCSD are needed throughout the Pierce Transit system until Pierce Transit implements a new policing model.

PROPOSED MOTION:

Move to: Approve Resolution No. 2021-019, authorizing the Chief Executive Officer to execute Interlocal Agreement No. 1298 with the Pierce County Sheriff's Department to provide Law Enforcement Services pursuant to the terms and conditions described in Exhibit A from January 1, 2022 through December 31, 2022, for a not to exceed amount of \$3,742,911.

RESOLUTION NO. 2021-019

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorize the Chief Executive Officer to
2 Execute a New Interlocal Agreement No. 1298 with the Pierce County Sheriff's Department (PCSD) for Law
3 Enforcement Services from January 1, 2022 Through December 31, 2022
4

5 WHEREAS, like many law enforcement agencies across the United States, the Pierce County Sheriff's
6 Department is also facing a shortage of law enforcement officers; and

7 WHEREAS, due to the labor shortage affecting the public safety sector, Pierce County Sheriff's
8 Department will need to reduce its level of service that has typically been provided to Pierce Transit; and

9 WHEREAS, the parties have agreed to enter into a new Interlocal Agreement for Pierce County to
10 provide police services at a reduced level pursuant to the terms presented in the agreement attached hereto as
11 Exhibit A from January 1, 2022 through December 31, 2022; and

12 WHEREAS, providing a safe transit system for Pierce Transit's customers is one of Pierce Transit's top
13 priority; and

14 WHEREAS, Pierce Transit is in the process of developing a new policing model and anticipates the new
15 model to be implemented at the beginning of 2023; and

16 WHEREAS, law enforcement services from Pierce County Sheriff's Department is needed until the new
17 model is in place.

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

19 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to execute Interlocal
20 Agreement No. 1298 with the Pierce County Sheriff's Department to provide Law Enforcement Services as
21 presented in Exhibit A from January 1, 2022 through December 31, 2022, for a not to exceed amount of
22 \$3,742,911.

23 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
24 the 13th day of December 2021.
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PIERCE TRANSIT

Marty Campbell, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**INTERLOCAL AGREEMENT
BETWEEN PIERCE COUNTY AND PIERCE TRANSIT
RELATING TO LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AUTHORITY**, a municipal corporation of the State of Washington (“Pierce Transit”) (together, “Parties”) as follows:

WHEREAS, Pierce Transit has requested the County provide certain law enforcement services to Pierce Transit; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide law enforcement services to Pierce Transit; and

WHEREAS, the parties entered into an agreement for law enforcement services on January 1, 2017, and subsequently amended that agreement on February 23, 2021; and

WHEREAS, after evaluating the scope of Pierce Transit's need for law enforcement services, Pierce Transit seeks to enter into this new Agreement (“Agreement”) for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 39.34 and 35.02.225.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Pierce Transit as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide Pierce Transit with law enforcement services by and through PCSD.

SECTION 2. DIRECT SERVICES.

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area at the level described in Exhibit “A” attached hereto and incorporated herein by this reference, and at the cost described in Exhibit “B,” which is also attached hereto and incorporated herein by this reference. Patrol Deputies, Sergeants, K9 Units, Investigators and Public Safety Chief categories shall be filled utilizing trained and fully commissioned deputies. The County shall coordinate with Pierce Transit to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide sworn police services dedicated to Pierce Transit. In so doing, the law enforcement services shall be dedicated to Pierce Transit and shall not be used elsewhere within Pierce County; provided however, that in the event of emergency or a call by an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. Patrol and Enforcement and Investigations Services. Patrol and enforcement services will, to the extent reasonably practicable based on service levels described in Exhibit A, constitute the first response for the enforcement of state and local law and Pierce Transit Codes and Policies throughout Pierce Transit's system. As used herein, "patrol services" means reactive patrol to

respond to Pierce Transit's staff, customers and business calls for services, proactive patrol to prevent and deter criminal activity at Pierce Transit facilities and throughout Pierce Transit operations, and other lawful law enforcement assignments Pierce Transit deems necessary.

Deputies will be selected and supervised by the Sergeant(s) and Public Safety Chief. In the event that a Deputy position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the PCSD guild contract, a current copy of which, and any changes thereto, shall be provided to Pierce Transit.

- B. Sergeants. The County will provide Sergeant(s) who will be selected by the County. Pierce Transit may participate and provide input into the selection process. The Sergeants will be assigned to Pierce Transit to provide patrol supervision for PCSD deputies, provide patrol services, assist the Public Safety Chief as directed, and serve as the Acting Chief in the Public Safety Chief's absence at the discretion of Pierce Transit.

Sergeant patrol services will be provided when regular duty or extra duty staff is unavailable; provided that such patrol services will occur only to the extent reasonably practicable in consideration of Sergeant administrative duties and the service levels described in Exhibit A.

Sergeant patrol supervisory duties will only be performed for PCSD deputies. Sergeants will not supervise any activities, operations, policies, training, or use of force for extra duty officers that are not employed by PCSD; all peace officers not employed by PCSD will be supervised by the commissioning agency that employs such officer.

Sergeant administrative duties will include scheduling, timekeeping, viewing reports, and other tasks assigned by the Public Safety Chief. In addition, Sergeants will coordinate information sharing concerning security, safety, and criminal activity affecting transit operations and facilities among agencies contracted to provide direct law enforcement services to Pierce Transit.

In the event a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the PCSD guild contract.

- C. Public Safety Chief. The Public Safety Chief will handle and direct the day-to-day operational concerns for the Pierce Transit Department of Public Safety (DPS) in accord with the policies and direction for the DPS as identified by Pierce Transit and will serve as Pierce Transit's Chief of Public Safety. In addition, the Public Safety Chief or other designated supervisory staff will be available to Pierce Transit during certain days and hours, as mutually agreed to by the County and Pierce Transit for such activities as meetings of the Pierce Transit Board of Commissioners and appropriate community meetings. Selection of the Public Safety Chief to be assigned to Pierce Transit will be done by PCSD with the involvement of and input from the Pierce Transit Chief Operating Officer or designee.

The duties of the Public Safety Chief shall include, but are not limited to:

- a. To work with Pierce Transit Chief Operating Officer to establish performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- b. Lead, be responsible for and coordinate DPS operations and activities, including hours of operation and Pierce Transit protocols and procedures, to carry out the performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- c. Direct, supervise, and review the performance of all PCSD deputies and supervisory staff. Report to PCSD any recommendations for performance improvement.
- d. Coordinate duties of officers assigned to Pierce Transit as specific needs arise, and as necessary to deliver on the performance requirements and standards of this Agreement. Report to PCSD any changes in duty of Pierce Transit assigned officers.
- e. Oversee the implementation within Pierce Transit of PCSD policies and procedures as necessary and appropriate for the County's provision of law enforcement services to Pierce Transit. Maintain, adhere to, administer, and enforce current Pierce Transit policies and procedures. Notify Pierce Transit Chief Operating Officer of any County procedures or changes which either supplement or possibly detract from Pierce Transit's goals and objectives for the DPS.
- f. Oversee the implementation of all Pierce Transit policies and procedures relating to police services. Provide to PCSD any written information relative to police services created by Pierce Transit. Notify PCSD of all procedures which differ from PCSD policies and procedures.
- g. Identify areas of supplemental training for officers assigned to Pierce Transit. Make recommendations to PCSD for supplemental training. Make recommendations to Pierce Transit Chief Operating Officer for training not provided by PCSD.
- h. Provide supervision and direction to all County deputies assigned to Pierce Transit as well as other assigned personnel, and liaison with PCSD command.
- i. Supervise Pierce Transit staff in the following positions, subject to all Pierce Transit policies, rules, requirements, and the direction of the Pierce Transit Chief Operating Officer with the assistance of the Pierce Transit Employee Services Department. All recommendations on hiring, discipline and performance reviews of the following Pierce Transit employees shall be conducted in accord with the policies and procedures of the Pierce Transit Employee Services Department:
 - i. Records Assistant - Executive Assistant
 - ii. Public Safety Sergeants
 - iii. Transit Security Specialist
 - iv. Records Supervisor

- j. Assist Pierce Transit with development and implementation of a plan to provide an ordered, effective transition of services (if any) pursuant to the terms of section 10 of this Agreement.
- D. Canine Unit. The County has utilized grant funding to secure a bomb dog to be assigned to Pierce Transit in protection of the public transportation system. The County will pay all costs associated with the acquisition, care and maintenance of the canine, and will provide a fully-trained Canine Unit Deputy to handle the canine who will also maintain all necessary training. The canine and the Canine Unit Deputy are referred to together as the "K9 Unit", and in addition to day to day policing of the Pierce Transit system, the K9 Unit will represent Pierce Transit at events as requested. Pierce Transit will provide information and statistics necessary for the County to meet grant expectations. Pierce Transit will allow the reasonable and limited use of the K9 Unit for mutual aid but reserves the right to seek reimbursement if Pierce Transit interests are not maintained. Pierce Transit shall maintain this position as required by grant parameters.
- E. Training for Pierce Transit Employees. PCSD deputies may be asked to present to each transit operator or public safety officer training class and to other Pierce Transit staff with regard to law enforcement generally and/or the resources available under this Agreement. Any such duties will be included in the overall cost of staffing for this Agreement as set forth in Exhibit B.
- F. Charges for Optional Special Services. The PCSD is a full-service police agency and a number of optional, specialized services may be provided at Pierce Transit's request. To the extent Pierce Transit does not select one or more support services designated as optional special contract services, the County will not charge Pierce Transit for those services. In the event any of these services are deployed at the request of Pierce Transit, charges for such services will be as is set forth in Exhibit C, and if such services are not listed on Exhibit C, the parties hereto shall meet and confer to determine the specific cost arrangement for such services.
- G. Special Assignments. As used herein, "Special Assignment" is when a PCSD employee who is ordinarily assigned to Pierce Transit under this Agreement is temporarily assigned by PCSD for another purpose and is therefore not performing services for Pierce Transit. Prior to any Special Assignment, the Pierce Transit Chief Operating Officer will meet with the PCSD Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. Pierce Transit may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.
- H. Extra Duty Program for 2022. Pierce Transit may utilize extra duty deputies to supplement its compliment of law enforcement officers beyond the numbers set forth in Exhibit A. As used herein, an "extra duty deputy" is a PCSD deputy not usually assigned to Pierce Transit. Pierce Transit shall coordinate scheduling of extra duty deputies (if any) with the PCSD Chief of Patrol based on Pierce Transit's needs as determined by the Pierce Transit Chief Operating Officer in consultation with the Public Safety Chief; provided, however that Pierce Transit understands and agrees that the County and PCSD have no obligation hereunder to provide extra duty deputies but will undertake reasonable efforts to do so upon Pierce Transit's request taking into account PCSD's operational needs and staffing levels.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 2022. Base year costs and unit costs for law enforcement services for 2022 are shown in Exhibit B and will be billed on the basis of actual services provided. All PCSD staff assigned to Pierce Transit and included in this Exhibit B will be fully trained through the PCSD, and will be supervised by and through the Public Safety Chief and Sergeant positions.
- B. Purchase of Additional Special Services. For additional services requested pursuant to Section 2(F) herein, the County will provide additional personnel at the unit cost reflected in Exhibit C. Except as otherwise set forth herein, other services not reflected in Exhibits B or C may be provided at costs negotiated between Pierce Transit and the County.
- C. Extra Duty Officer Overtime Costs. For extra duty officers requested pursuant to Section 2(H) herein, the County will provide additional personnel if available at the unit cost reflected in Exhibit C.
- D. Special Event Services. Upon request by Pierce Transit's Chief Operating Officer that PCSD provide additional services for "special events", such events will be staffed on an overtime basis over and above the service level identified in Exhibit A. The cost for additional services for "special events" will be as set forth in Exhibit C. As used herein, "special events" are occurrences such as community events or concerts that take place on an infrequent and sporadic basis beyond Pierce Transit's usual operations and which require additional public safety services. Pierce Transit understands and agrees that the County and PCSD have no obligation hereunder to provide additional services for special events, but will undertake reasonable efforts to do so upon Pierce Transit's request taking into account PCSD's operational needs and staffing levels.
- E. Billing Procedure. The cost of services as outlined in this Agreement will be billed monthly by the County after the 10th of the month in which the services are rendered. Extra duty or overtime performed by PCSD employees will be billed, consistent with Exhibit C after the last pay cycle of the month once the overtime has been entered into the system by the deputies. Pierce Transit will be billed by the County for any pay differentials resulting from a Sergeant serving as the Acting Chief in the Public Safety Chief's absence. Payments by Pierce Transit will be due 30 days after receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (0.5%) per month.
- F. Overtime. The compensation rate for employment of additional personnel in an overtime status shall be as set forth in Exhibit C.

SECTION 4. REPORTING, RECORDS RETENTION, AUDIT, AND PUBLIC RECORDS.

- A. Notification of Significant Criminal Activity. The Public Safety Chief, or his or her designee, will immediately notify Pierce Transit's Chief Operating Officer of any significant criminal occurrences within the Pierce Transit system. The term "significant" as used in this section means felony offenses occurring on or within the Pierce Transit system of vehicles and facilities, any identified pattern of criminal activity within the boundaries of the Pierce Transit benefit area, or other offenses that the Public Safety Chief deems significant.

- B. Reports. In addition to reports that the Public Safety Chief and the Pierce Transit Chief Operating Officer determine are reasonably necessary to measure the performance of the County under this contract and/or to determine the scope of Pierce Transit's policing service needs, the County shall provide the following written reports:

The following reports shall be provided monthly:

- a. Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
 - b. Number of bus trips or service rides by County personnel;
 - c. Number of civilian contacts by County personnel;
 - d. Breakdown of transit-specific responses as opposed to non-transit assist responses;
 - e. Summaries of Service Incident Report (SIRs);
 - f. Verification of hours worked by Public Safety Officers.
- C. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until the litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period; provided further that, consistent with RCW 40.14.070, personnel records for peace officers providing services under this Agreement shall be retained for the duration of the officer's employment and a minimum of 10 years thereafter.
- D. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

SECTION 5. HIRING, ASSIGNMENT, RETENTION, SUPERVISION, AND DISCIPLINE OF OFFICERS AND INDEPENDENT CONTRACTOR STATUS.

The County is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Pierce Transit and the County or any of the County's deputies, agents or employees. The County shall retain all authority for hiring, supervision, discipline, rendition of services, standards of performance, and control of PCSD personnel, and other matters incident to the performance of services by the County pursuant to this Agreement as set forth herein.

The County shall hire, assign, retain, supervise, and discipline all PCSD employees according to PCSD's collective bargaining agreement, civil service rules, and state and federal law; provided, however that only qualified, trained officers meeting all of the requirements of applicable state laws and regulations may be utilized in the performance of services under this Agreement.

The County shall encourage officer retention to provide continuity of service and promote diversity in the work force which is reflective of the diversity of the community.

Nothing in this Agreement shall make any employee of Pierce Transit a County employee or any employee of the County a Pierce Transit employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County or Pierce Transit employees by virtue of their employment.

SECTION 6. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.

A. Pierce Transit shall be additionally responsible to:

- a. With the assistance of the Public Safety Chief, develop and provide to the County the general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
- b. To the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts code, policies, practices, rules or guidelines that relate to law enforcement or public safety to have such provisions be consistent with ordinances of the County or state law. It is recognized that it is in the interest of both Parties to this Agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this provision shall prevent Pierce Transit from adopting code provisions, policies, practices, rules or guidelines that it determines to be necessary and in its best interest.
- c. Provide and maintain the facility(ies) for all County personnel to deliver services under this Agreement.
- d. Provide, hire, retain, and employ Pierce Transit staff to provide security and citizen services such as those provided by the Public Safety Sergeants and Officers, Transit Security Specialist, Records Supervisor, Records Technician, and Office Assistant/Records Clerk, all of whom are and shall remain Pierce Transit employees, subject to applicable Pierce Transit policies, rules, procedures, guidelines, practices, and any applicable collective bargaining agreements.
- e. Pierce Transit's Chief Operating Officer shall have the general duty and responsibility of providing to the assigned Public Safety Chief general direction relative to the furnishing of law enforcement services to Pierce Transit.
- f. Except as otherwise stated herein, supply at its own cost and expense any special supplies, stationary, notices, or forms where such must be issued in the name of Pierce Transit.

B. The County shall be additionally responsible to:

- a. Make operational and day-to-day decisions to implement pursuant to this Agreement Pierce Transit's general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.

- b. Serve as a subject matter expert to consult with Pierce Transit as needed in the development of Pierce Transit's policies relating to the provision of law enforcement services.
- c. Keep Pierce Transit's Chief Operating Officer informed of PCSD policy, procedures, standards, rules, guidelines or best practices that may conflict with Pierce Transit policies, procedures, rules, or practices so that the Parties may resolve any such disputes and determine the appropriate course.
- d. Provide all necessary supplies, vehicles, uniforms, weapons, and other equipment for law enforcement personnel to meet the level of service provisions as specified in this Agreement.
- e. The County Public Safety Chief shall maintain communication between Pierce Transit and PCSD command structures to ensure that changes in County policies are agreeable to Pierce Transit and that changes in Pierce Transit policies are agreeable to the County.
- f. Provide deputies who are trained on and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data terminals (MDTs); AFIS; GIS; computer access to criminal history data and other like data; and other current technology utilized within law enforcement agencies. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by Pierce Transit, and the County and Pierce Transit agree to meet and confer over the need, with the County having final decision-making authority on whether or not such technology will be utilized or implemented in support of this Agreement.

C. Both Parties will:

- a. In the implementation of the law enforcement services to be provided by the County, regularly meet and confer to assure that the implementation of services is consistent with Pierce Transit's priorities.
- b. Collaborate to establish a list of policies and procedures that are subject to Pierce Transit control and those that are subject to County control.
- c. Maintain communication between the Public Safety Chief and the Pierce Transit Chief Operating Officer so that contract management direction is provided by the Pierce Transit Chief Operating Officer to the County.
- d. In the event a Pierce Transit procedure, policy goal or operation differs from the County's, and there is a need for resolution of the issue, Pierce Transit's Chief Operating Officer and PCSD shall negotiate to reach a final determination as to which policy will prevail.
- e. Pierce Transit and the County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy or operation.

SECTION 7. ADDITIONAL TRAINING.

Pierce Transit may seek to have the deputies assigned to duty within Pierce Transit limits attend additional or supplemental training specific to Pierce Transit's work. Such training would be requested by Pierce Transit and subject to approval by the Pierce County Sheriff who will not unreasonably withhold approval. Such training shall be done at the sole cost and expense of Pierce Transit.

SECTION 8. COMMUNITY IDENTITY.

PCSD will maintain a uniform for its officers. Pierce Transit acknowledges that the assigned personnel shall retain the uniform of the PCSD; however, the County agrees that assigned personnel may wear additional identification in the nature of a pin, patch, or other like identification indicating affiliation with Pierce Transit. The nature and design of any additional identification will be determined jointly by the Pierce County Sheriff and Pierce Transit and provided to PCSD by Pierce Transit.

Patrol vehicles that are assigned to Pierce Transit shall display the identification and other logo of Pierce Transit. Additionally, the vehicles will indicate that they are PCSD vehicles with appropriate law enforcement markings. The form of identification will be determined jointly by the PCSD and Pierce Transit, and provided at Pierce Transit's expense. In the event Pierce Transit requests that the patrol cars be a different color than ordinarily used by PCSD, the County will make reasonable efforts to accommodate Pierce Transit's request in accordance with the County's vehicle replacement schedule.

SECTION 9. CONTRACT ADMINISTRATION.

- A. Daily Operations. The Pierce Transit Chief Operating Officer shall be responsible for communicating with the Public Safety Chief about the general direction of the Pierce Transit DPS and the general administration of this Agreement on behalf of Pierce Transit. This designation shall not intrude upon the province of the PCSD staff in the actual delivery of police services but shall be the method of liaison and communication between the Pierce Transit and PCSD command structure.
- B. Dispute Resolution. In the event of a dispute with regard to this Agreement, Pierce Transit Chief Operating Officer shall discuss the dispute with the Public Safety Chief in an attempt to resolve the problem. Any problem that cannot be resolved by the Pierce Transit Chief Operating Officer and the Public Safety Chief shall be referred to the Pierce County Sheriff who will negotiate with the Pierce Transit CEO. If the dispute cannot be resolved by the Pierce Transit CEO and the Pierce County Sheriff, the Parties agree to participate in non-binding mediation before a third party whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties.

SECTION 10. TERM OF AGREEMENT AND TERMINATION.

The term of the Agreement shall commence on January 1, 2022 ("Effective Date") and extend through December 31, 2022 ("End Date") unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the Parties.

- A. Process for Termination: If either party desires to terminate the Agreement prior to the End Date, that party shall provide three (3) months advance written notice of termination prior to termination. Once notice of termination is given, the parties shall work together to develop a transition plan, which shall be established no later than sixty (60) days prior to the effective date

of the termination and shall provide for an orderly transition of police service responsibilities from the County to Pierce Transit.

- B. Transition Plan: The Transition Plan shall identify and address any transfer of personnel and/or conveyance of equipment to Pierce Transit (if applicable), workload, assignment and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
- C. Implementation of Plan. The County and Pierce Transit agree to use best efforts to implement the transition plan to provide an ordered, effective transition of services.
- D. Option to Purchase Vehicles. At the termination of this Agreement, Pierce Transit shall have the option to purchase the County owned vehicles assigned to deputies for Pierce Transit at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts: Due to circumstances beyond Pierce Transit's control, if Pierce Transit's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the Pierce Transit budget for the services contemplated by this Agreement, Pierce Transit may need to eliminate sworn positions provided by the County to Pierce Transit. When eliminating positions, Pierce Transit shall provide the County with the following advance notice:

One Position: 30 days' notice

Two to three positions: 45 days' notice

Four or more positions: 60 days' notice

The position of Public Safety Chief shall not be subject to elimination under this section. Further, it is acknowledged that any reduction in staffing pursuant to this section may negate the minimum staffing staffing/service level provisos described in Exhibit A, and that such reduction shall not be deemed a breach of this Agreement so long as Pierce Transit gives the above-indicated advance notice to the County, and provided that the resultant minimum staffing level is mutually agreed upon by both Pierce Transit and the County. In the event of such a reduction, the County shall begin to provide per diem billing credit after the budgeted position has been vacated for 60 consecutive days.

SECTION 11. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, the County shall defend, indemnify, and hold harmless Pierce Transit, its officers, employees, and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards or damages, resulting from acts or omissions of the County, its officers, employees, or agents arising out of or in connection with the performance of this Agreement except for injuries, damages and judgments caused by the sole negligence of Pierce Transit.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release Pierce Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Pierce Transit's ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Pierce Transit ordinance, rule, regulation, resolution, custom, policy or practice is at issue, Pierce Transit shall defend the same at its sole expense, and if judgment specifically attributable to such Pierce Transit provisions, is entered and damages are awarded against

Pierce Transit, the County, or both, Pierce Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

To the extent permitted by law, Pierce Transit shall defend, indemnify and hold harmless the County, its officers, employees and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards of damages, resulting from acts or omissions of Pierce Transit, its officers, employees or agents arising out of or in connection with the performance of this Agreement except for injuries, damages, judgments caused by the sole negligence of the County.

In executing this Agreement, Pierce Transit does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinance, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered and damages are awarded against the County, Pierce Transit, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provide herein.

If the claim, suit or action for injuries, death or damages as provided for in the proceeding paragraphs of this Agreement is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in these paragraphs shall be valid and enforceable only to the extent of the indemnitor's negligence.

In addition to this mutual indemnification and defense provision in this Section 11, the parties acknowledge that any mutually agreed change to County procedure, policy, or operation is subject to the terms of Section 6(C) (e) herein.

Defense and indemnification obligations shall survive the expiration or termination of this Agreement.

SECTION 12. NO THIRD-PARTY BENEFICIARY.

The County does not intend by this Agreement to assume any contractual obligations to anyone other than Pierce Transit, and Pierce Transit does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Pierce Transit do not intend that there be any third-party beneficiary to this Agreement.

SECTION 13. INSURANCE COVERAGE.

The County shall maintain at all times during the course of this Agreement a general liability insurance policy or a program of self-insurance that includes coverage for personal injury, bodily injury, property damage, law enforcement professional liability, and employment practices liability or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars and shall name Pierce Transit as an additional insured on any such policies.

SECTION 14. NON-DISCRIMINATION.

The County and Pierce Transit certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement at Pierce Transit. Both Parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 15. ASSIGNMENT.

Neither the County nor Pierce Transit shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

SECTION 16. NOTICE.

Any formal notice or communication to be given by the County to Pierce Transit under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce Transit
3701 96th St SW
Lakewood, WA 98496
Attn: Executive Director of Finance/IT (CFO)

Any formal notice or communication to be given by Pierce Transit to the County under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff Department
930 Tacoma Avenue South,
1st Floor, County-City Building
Tacoma, Washington 98402-2100
Attn: Chief of Staff

The title and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either Pierce Transit or the County giving notice thereof to the other as herein provided.

SECTION 17. WAIVER.

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 18. AMENDMENT.

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alternation of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SECTION 20. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 21. CONFLICTS.

In the event of a conflict between this Agreement and any other agreement between the Parties, this Agreement shall govern.

SECTION 22. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year the last signature hereto is affixed.

PIERCE TRANSIT

PIERCE COUNTY

Mike Griffus, Chief Executive Officer

Pierce County Sheriff

Date:_____

Date:_____

County Executive

Date:_____

Budget & Finance

Date:_____

Prosecuting Attorney

Date:_____

EXHIBIT “A”
2022 SERVICE LEVEL

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area at the levels described below:

Service Period	Chief	Sergeant	Patrol Deputy	Investigator	K9 Unit	Total
January 1, 2022 to January 9, 2022	1	2	14	1	1	19
January 10, 2022 to July 10, 2022	1	2	6	1	1	11
July 11, 2022 to December 31, 2022	1	2	0	1	0	4

EXHIBIT "B"
2022 COST EXHIBIT

Service Period: January 1, 2022 to January 9, 2022			
Service	Unit Cost	No. Units	Cost
Public Safety Chief	\$5,362	1	\$5,360
Sergeant	\$4,867	2	\$9,730
Patrol Deputy	\$4,455	14	\$62,370
Investigator	\$4,455	1	\$4,460
K9 Unit	\$4,736	1	\$4,740
Subtotal / Service Period Cost:			\$86,660

Service Period: January 10, 2022 to July 10, 2022			
Service	Unit Cost	No. Units	Cost
Public Safety Chief	\$144,150	1	\$144,150
Sergeant	\$124,430	2	\$248,860
Patrol Deputy	\$112,610	6	\$675,660
Investigator	\$112,610	1	\$112,610
K9 Unit	\$116,730	1	\$116,730
Subtotal / Service Period Cost:			\$1,298,010

Service Period: July 11, 2022 to December 31, 2022			
Service	Unit Cost	No. Units	Cost
Public Safety Chief	\$137,700	1	\$137,700
Sergeant	\$118,840	2	\$237,680
Patrol Deputy		0	
Investigator	\$107,540	1	\$107,540
K9 Unit		0	
Subtotal / Service Period Cost:			\$482,920

GRAND TOTAL:	\$1,867,590
* Rates include the additional 3.5% paid toward the retirement of commissioned deputies that the State will no longer pay because Pierce Transit is not considered a LEOFF Agency.	

EXHIBIT "C"**2022 EXTRA DUTY AND SPECIALIZED SERVICES RATES**

Service	Cost Per Response
Detective – Major Crimes/Internal Affairs	\$134.00/hour per officer (3 hr. minimum)
Forensic – Major Crimes	\$127.00/hour per officer (3 hr. minimum)
Marine	\$134.00/hour per officer (3 hr. minimum)
SWAT	\$13,860.00
K9	No charge
Hazardous Devices	No charge
Air Ops	No charge
Special Overtime Rate – Deputy	\$110.87 per hour
Special Overtime Rate – Detective	\$118.81 per hour
Special Overtime Rate – Sergeant	\$129.45 per hour
Extra Duty Rate – Deputy	\$110.87 per hour
Extra Duty Rate – Detective	\$118.81 per hour
Extra Duty Rate – Sergeant	\$129.45 per hour

* PCSD will only bill for SWAT services in the event that another SWAT team is either unable and/or unwilling to respond and PCSD is called in to respond.

TITLE: Authority to Increase the Contract Spending Authority Amount with Top2Bottom Janitorial Services (Contract No. 1145) for Bus Sanitation Services at Pierce Transit's Lakewood Bus Lot Due to COVID-19

DIVISION: Maintenance

SUBMITTED BY: Adam Davis, Maintenance Executive Director

RELATED ACTION:

Under executive authority, an initial contract for \$191,586.00 was issued on December 4, 2020 for bus cleaning services for January 1, 2021 through June 30, 2021 on Pierce Transit's Lakewood lot only. Also, under executive authority, Amendment 1 for \$8,340 was issued on December 29, 2020 in response to Sound Transit's request that the buses on their Mid-Day storage lot be cleaned for the month of January 2021.

FS 2021-006, Authorized the Chief Executive Officer to enter into and execute Amendment No. 2 to Contract 1145 with Top2Bottom Janitorial Services to provide bus sanitation services due to COVID-19 at the Mid-Day Storage Lot through June 2021 in the amount of \$41,700, for a revised total contract amount not to exceed \$241,626.

FS 2021-031, Authorized the Chief Executive Officer to execute Amendment No. 3 to Contract 1145 with Top2Bottom Janitorial Services to provide bus sanitation services at Pierce Transit's Bus Lot and Sound Transit's Mid-Day Storage Lot due to COVID-19 for an additional three months through September 2021, in the amount of \$120,813, for a revised total contract amount not to exceed \$362,439.

FS 2021-058, Authorize the Chief Executive Officer to increase the contract spending authority amount with Top2Bottom Janitorial Services (Contract No. 1145) to provide bus sanitation services at Pierce Transit's Bus Lot and Sound Transit's Mid-Day Storage Lot due to COVID-19 for an additional three months through December 2021, in the amount of \$106,828, for a revised total contract spending authority not to exceed amount of \$469,267.-

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:

Previous Expenditures	\$ 469,267
New Expenditure Amount	\$ 408,084

EXPLANATION:

The proposed increase is to continue COVID related bus sanitizing services on Pierce Transit's main bus lot through end of 2022.

New Contract Authority Amount	\$ 877,351	
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BACKGROUND:

Pierce Transit issued Contract No. 1145 and subsequent Amendments to Top2Bottom Janitorial for bus sanitizing services at the Lakewood base lot and at Sound Transit's mid-day storage lot in Seattle for a current contract total of \$469,267. In addition to sanitation, the contractor also replaces social distancing signs and restocks the mask dispensers on board the buses as needed.

Given the continuing upswing of COVID cases, staff is recommending extending the bus sanitizing contract through the end of 2022 for bus cleaning at the Lakewood base lot only. The current contract expires December 31, 2021. The monthly flat rate fees for the base lot will increase in accordance with the consumer price index for all urban consumers (CPI-U) previous 12 months increase of 6.5%.

The new monthly rate for the Lakewood base lot will be \$34,007. The total increase to the contract for January through December 2022 will be \$408,084.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to increase the contract spending authority to Contract 1145 with Top2Bottom Janitorial Services to provide bus sanitation services through December 2022. This reinforces Pierce Transit's commitment to rider safety.

ALTERNATIVES:

The alternative would be to not authorize a contract increase and discontinue COVID-19 bus sanitation services. This is not recommended.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to increase the contract spending authority amount with Top2Bottom Janitorial Services (Contract No. 1145) in the amount of \$408,084 to provide bus sanitation services at Pierce Transit's Lakewood Bus Lot due to COVID 19 through December 31, 2022, for a total not to exceed contract amount of \$877,351.

TITLE: Authorize the Chief Executive Officer to Increase the Contract Authority Not to Exceed Amount for WSDOT Agreement No. JC 1446 for Project Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project

DIVISION: Finance

SUBMITTED BY: Sean Robertson, Senior Construction Project Manager

RELATED ACTION:

Resolution No. 19-042 Authorizing the Chief Executive Officer to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor for the Bus Rapid Transit Project.

Resolution No. 2020-005, Authorization to Execute a Reimbursable Agreement with WSDOT for the Project Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project.

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Bus Rapid Transit Pacific Avenue/State Route 7 Construction 2019 - Project Number 563

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Current Contract Amount	\$ 200,000	An increase to the WSDOT Agreement No. JC 1446 is needed to re-run the traffic impact analysis at the request of the City of Tacoma and WSDOT Engineering staff.
Contract Increase Amount	\$ 100,000	
New Total Contract Authorized Not to Exceed Amount	\$ 300,000	

BACKGROUND:

Pierce Transit entered into Contract No. JC 1446 with WSDOT in February 2020 for Project Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project. The original contract authorized not to exceed amount was \$200,000 with the assumption that construction would start in 2022. The Project team has since agreed to re-run the traffic impact analysis at the request of the City of Tacoma and WSDOT engineering staff. This exercise will result in roughly a one-year delay, with construction now expected to start in mid-2023. This increase will add enough funds to cover roughly one more year of project review from WSDOT.

The Board of Commissioners were briefed on the project challenges with regards to traffic impact analysis at the September 30, 2021, Study Session as well as other project challenges. This expenditure is a direct result of the challenges discussed and relate to unforeseen permitting efforts to align WSDOT and City of Tacoma standards.

Additional project review costs are expected to be incurred as the project progresses and these costs will be addressed in separate agreements in the summer/fall of 2022.

STAFF RECOMMENDATION:

Staff recommends the approval to increase the authorized total contract not to exceed amount for WSDOT Contract No. JC 1446 for Project Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project.

ALTERNATIVES:

Reject the increase to the authorized total contract not to exceed amount for the WSDOT Contract No. JC1446 and continue work until the existing authorized contract not to exceed is met. This would result in all permit review stopping by the end of December 2021.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to increase the authorized total contract not to exceed amount by \$100,000 with WSDOT, Contract No. JC 1446, for Project Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project for a new authorized total contract not to exceed amount of \$300,000.

TITLE: Authorize the Chief Executive Officer to Increase the Contract Authority Not to Exceed Amount with the City of Tacoma, Contract No. 1102, for Plan Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project

DIVISION: Finance

SUBMITTED BY: Sean Robertson, Senior Construction Project Manager

RELATED ACTION:

Resolution No. 18-025, adopting the Locally Preferred Alternative (LPA), Mode, Termini and Alignment for the Proposed Pacific Avenue / State Route 7 Corridor Bus Rapid Transit Project.

Resolution No. 19-008A, adopting the Locally Preferred Alternative's Running Way Option and Access to Tacoma Dome Station Option for the Pacific Avenue/SR 7 Corridor Bus Rapid Transit Project.

Resolution No. 19-023, Authorized the Chief Executive Officer to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project.

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Bus Rapid Transit Pacific Avenue/State Route 7 Construction 2019 - Project Number 563

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Original/Current Contract Amount	\$ 200,000	The original contract amount was authorized by the former Chief Executive Officer under her authority level and was estimated to be sufficient at the beginning of the project.
Increase Contract Amount	\$ 100,000	
New Total Contract Authorized Not to Exceed Amount	\$ 300,000	An increase to the City of Tacoma Contract No. 1102 is needed due to the re-run of the traffic impact analysis at the request of the City of Tacoma and WSDOT Engineering staff.

BACKGROUND:

Pierce Transit entered into Contract No. 1102 with the City of Tacoma in April 2020 for Plan Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project. The original contract not to exceed amount was set at \$200,000 with the assumption that construction would start in 2022. The Project team has since agreed to re-run the traffic impact analysis at the request of the City of Tacoma and WSDOT engineering staff. This exercise will result in roughly a one-year delay, with construction now expected to start in mid-2023. This increase will add enough funds to cover roughly one more year of plan review from the City of Tacoma.

The Board of Commissioners were briefed on the project challenges with regards to traffic impact analysis at the September 30, 2021, Study Session as well as other project challenges. This expenditure is a direct result of the challenges discussed and relate to unforeseen permitting efforts to align WSDOT and City of Tacoma standards.

Additional project review costs are expected to be incurred as the project progresses and these costs will be addressed in separate agreements in the summer/fall of 2022.

STAFF RECOMMENDATION:

Staff recommends increasing the Contract total not to exceed amount for City of Tacoma, Contract No. 1102, for Plan Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project.

ALTERNATIVES:

Reject the increase to the Contract total not to exceed amount for the City of Tacoma Contract No. 1102 and continue work until the existing contract not to exceed is met. This would result in all plan review stopping by the end of December 2021. Discontinuing the plan review process would prevent the project from completing.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to increase the contract authority not to exceed amount by \$100,000 with the City of Tacoma, Contract No. 1102, for Plan Review of the Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project for a new authorized total contract not to exceed amount of \$300,000.