

Meeting Location: Virtual Phone: 253-215-8782 Meeting ID: 84370911516

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. 84370911516, or by accessing https://us02web.zoom.us/j/84370911516

Call to Order

Roll Call

Closed Session – Labor negotiations pursuant to RCW 42.30.140(b). This portion of the meeting is closed to the public.

Presentations

1. Honoring Jerome Micks for Operator of the Month for March 2022

Scott Gaines Transit Assistant Manager

Discussion/Review

- 1. Biennial Fare Review
 - ORCA Lift
 - Zero Fare for Youth

Alicia Bradshaw Senior Planner

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: March 1- March 31, 2022
- 2. Approval of Minutes: March 14, 2022 Regular Board Meeting
- 3. Report of 2022 Q1 Contracts Executed Over \$100K and Sole Source Report

- 4. FS 2022-013, Authorize Amending the 2022 Capital Project to Add Additional Funds to the Building 4 Lobby Hardening Project Budget, Project No. 618, in the Amount of \$48,980 for a Total New Project Budget of \$150,523
- 5. FS 2022-014, Authorize the Chief Executive Officer to Execute Contract No. 1418, a Multi-Year, Sole Source Maintenance and Support Agreement with Trapeze, Inc., for Maintenance of the Enterprise Asset Management Software System in the Amount of \$495,785

Action Agenda

 FS 2022-015, Authority to Execute Station Naming Rights, Contract No. 1328, with Pacific Lutheran University for a Pair of Curbside Bus Rapid Transit Stations on Pacific Avenue Between Garfield Street and S. 121st Street Kathy Walton Marketing Supervisor

FS 2022-016, Authority to Execute Amendment No.
 to The Superlative Group Corporate Sponsorship,
 Contract No. PT-59-19, for the Procurement of Pacific Lutheran University BRT Station Naming Rights

Kathy Walton Marketing Supervisor

3. FS 2022-017, Authorizing the Terms and Conditions of the Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge 160, Local 297, for the Period of January 1, 2022 Through December 31, 2023

Amy Cleveland Executive Director of Administration

4. FS 2022-018, Authorization to Increase the Master Contract Authority Amount with Huitt-Zollars, Inc., Contract No. PT-04-18, for Planned and Budgeted Architectural and Engineering Design and Construction Support for the Base Master Plan Implementation Project

Doug Dickinson Sr. Construction Manager

 FS 2022-019, Authorize the Chief Executive Officer to Increase the Contract Authority Amount for WSP USA, Inc., Contract No. PT-105-18, for Planned and Budgeted Design Work for the Bus Rapid Transit Pacific Avenue/State Route Project Sean Robertson Sr. Construction Project Manager

Staff Updates

1. Bus Rapid Transit Update

Mike Griffus Chief Executive Officer 2. CEO's Report

Mike Griffus Chief Executive Officer

Informational Board Items

- 1. Chair Report Chair Campbell
 - Consideration to Initiate a Ballot Measure Proposal to Increase the Sales Tax Collection Rate
- 2. Sound Transit Update

Commissioner Keel

3. Puget Sound Regional Council Transportation Policy Board Update

Commissioner Mello

4. Commissioners' Comments

Executive Session

Adjournment

Handouts

2021 Q4 Financial Report



Staff Updates

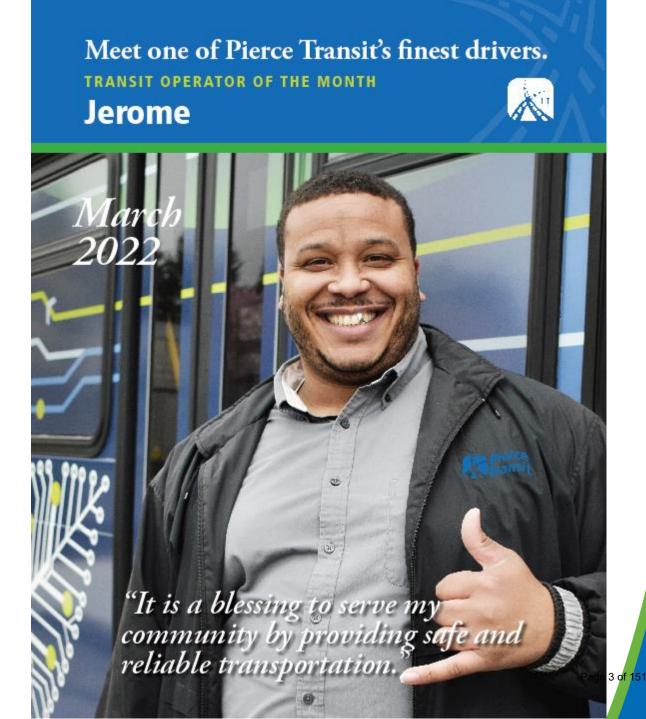


Operator of the Month March 2022

Jerome Micks

March 2022

- Operator since 2018
- Outstanding record
- Excellent customer service





Discussion/Review





TO: Pierce Transit Board of Commissioners

FROM: Alicia Bradshaw, Senior Planner

DATE: April 11, 2022

SUBJECT: Biennial Fare Change Review - 2022

BIENNIAL FARE REVIEW

Per Pierce Transit fare policy, a fare review should be considered by the Board every two years. Information was brought before the Board and Executive Finance Committee in 2021 with the request to postpone changes and return for review in 2022. This document presents a summary of current fare information and additional fare amendments to consider for 2023 implementation.

CURRENT FARE POLICY

Per Pierce Transit Fare Code (Article IV – Fares, Section 3.72.010), the following fare policies are cited;

- A. The Pierce Transit Board of Commissioners shall review transit fares at least once every two years.
- B. The fixed route farebox recovery goal shall be twenty percent. (2020 fixed route recovery was nearly seven percent, 2019 recovery was twelve percent.)
- C. It is the intent of the Agency to achieve parity between its SHUTTLE fare and adult fixed route cash fare over time. The SHUTTLE fare will achieve parity when the ratio of the cash SHUTTLE fare to the cash adult fixed route bus fare is one to one. (*Parity currently not met.*)

REGIONAL FARE COMPARISON TABLE

Current Cash Fares	Adult	Paratransit	Youth	Senior	Disabled	Child
Sound Transit Express Bus	\$ 3.25	n/a	\$ 1.50	\$ 1.00	\$ 1.00	free
King County Metro Transit	2.75	1.75	1.50	1.00	1.00	free
Community Transit	2.50	2.50	1.75	1.25	1.25	free
Kitsap Transit*	2.00	2.00 - 3.00	1.00	1.00	1.00	free
Pierce Transit	2.00	1.75	1.00	1.00	1.00	free

^{*}Kitsap Transit adds \$1.00 surcharge to paratransit trips in outlying areas

PT FARE REVENUES - ALL MODES

	2018	2019	2020
Fixed Route	\$8,621,720	\$8,548,604	\$4,461,166
SHUTTLE/Paratransit	\$394,485	\$397,603	\$180,140
Vanpool	\$2,998,464	\$2,874,591	\$1,750,544
TOTAL	\$12,014,669	\$11,820,798	\$6,391,850

Source: NTD Annual Submission; 2021 data pending

(Fixed Route Farebox Revenue needed for 20% Recovery in 2019 = \$14,165,733)

TRANSIT SUPPORT GRANT

Washington State Legislation has adopted a new Transit Support Grant Program that would provide an estimated \$8,224,958 in funding for Pierce Transit during the 2023-2025 biennium (per WSTA calculations) given that the following conditions are met:

RCW Chapter 47.66 NEW Sec. 422 (1)(C)

To be eligible to receive a grant, the transit agency must have adopted, at a minimum, a zero-fare policy that allows passengers 18 years of age and younger to ride free of charge on all modes provided by the agency. Transit agencies must submit documentation of a zero-fare policy for 18 years of age and under by October 1, 2022 to be eligible for the 2023-2025 biennium.

According to ACS 2019 estimates, approximately 23% of Pierce Transit's PTBA population is under 18 years old. In 2019, youth fares accounted for 14% of passenger types. The table below compares existing fare policy to impacts of a new, adopted policy:

	Existing	New
Policy	Children 5 and younger ride free Youth 6 to 18 years old = \$1 cash fare	18 and younger ride free
	\$1,781,000	\$4,112,479 annualized
Revenue	2019 Estimate includes ORCA Passport	Estimated funding of program for Pierce Transit starting
	Business Accounts for schools	with '23-'25 biennium per WSTA (\$8,224,958)

ORCA LIFT

Pierce Transit CEO has requested an investigation regarding possible implementation of ORCA LIFT. Approximately 30% of the population in Pierce Transit's PTBA would qualify for this reduced fare program. Eligibility verification is performed by social service offices across the region—including in Pierce County. Pierce Transit could choose to fund additional locations. Annual revenue loss from ORCA LIFT adoption is roughly estimated between \$0.5 and \$1 million. Pending consensus from the Board, staff with conduct further research and return with recommendations.

CTAG FEEDBACK

Following a review by CTAG in February 2022 (prior to passage at the Legislature of the new Transit Support Grant), members expressed concerns about potential loss of ridership with increased fares and are supportive of further research into implementation of ORCA LIFT. Members also requested consideration to review policies on fare parity and what it would take to go to a cashless system or virtual pass for SHUTTLE.

REQUESTED FEEDBACK

Based on the three aspects presented above, staff is requesting guidance from the Board of Commissioners on the interest in preparing and developing a detailed analysis of the potential code amendments, financial implications, and adoption of one or all the following bullets listed below. Please review the attached slide deck as attachment A to this memo.

Staff is seeking direction on which, if any, code amendments to work on:

- Biennial Fare Review ie. adjustment to fares, farebox recovery policy, etc.
- Eligibility for Transit Support Grant direct staff to adopt a zero fare for 18 and younger on all modes
- ORCA LIFT direct staff to amend PT Code and add this new fare type



Biennial Fare Review

Attachment A to Staff Memo

April 11, 2022

Alicia Bradshaw, Senior Planner

1. Biennial Fare Review

Reviewed by Board of Commissioners and Executive Finance Committee in 2021 with request to return for review in 2022.

Per Pierce Transit Fare Code, Article IV-Fares:

- Pierce Transit Board of Commissioners shall review transit fares at least once every two years
- The fixed route farebox recovery goal shall be twenty percent
- Agency intent is to achieve parity between SHUTTLE and Adult Fixed Route cash fare over time

Fixed Route Farebox Recovery (%)				
2020*	6.6			
2019	12.1			
2018	12.5			
2017	12.8			

*Months of suspended fare collection due to pandemic

Current Fares				
SHUTTLE/Paratransit	\$1.75			
Adult Fixed Route	\$2.00			



Comparison to Regional Partners

Current Cash Fares	Adult	Paratransit	Youth	Senior	Disabled	Child
Sound Transit Express Bus	\$ 3.25	n/a	\$ 1.50	\$ 1.00	\$ 1.00	free
King County Metro Transit	2.75	1.75	1.50	1.00	1.00	free
Community Transit	2.50	2.50	1.75	1.25	1.25	free
Kitsap Transit*	2.00	2.00 - 3.00	1.00	1.00	1.00	free
Pierce Transit	2.00	1.75	1.00	1.00	1.00	free

^{*}Kitsap Transit adds \$1.00 surcharge to paratransit trips in outlying areas

Last Updated: 3/23/2022

September 2017: SHUTTLE cash fare increased from \$1.25 to \$1.75

November 2010: PT Adult cash fare increased from \$1.75 to \$2.00.



Fare Revenue

	2018	2019	2020
Fixed Route	\$8,621,720	\$8,548,604	\$4,461,166
SHUTTLE/Paratransit	\$394,485	\$397,603	\$180,140
Vanpool	\$2,998,464	\$2,874,591	\$1,750,544
TOTAL	\$12,014,669	\$11,820,798	\$6,391,850

Source: NTD Annual Submission; 2021 data pending

Fixed Route Farebox Revenue needed for **20**% Recovery in 2019 = \$14,165,733



2. Transit Support Grant

Transit Support Grant Program for operating and capital funding



RCW Chapter 47.66 **NEW Sec. 422 (1)(C)**

To be eligible to receive a grant, the transit agency must have adopted, at a minimum, a zero-fare policy that allows passengers **18 years of age and younger to ride free of charge on all modes** provided by the agency. Transit agencies must submit documentation of a zero-fare policy for 18 years of age and under by **October 1, 2022** to be eligible for the 2023-2025 biennium.

Policy

Revenue

Existing	New	
Children 5 and younger ride free	10 and younger ride free	
Youth 6 to 18 years old = \$1 cash fare	18 and younger ride free	
\$1,781,000	\$4,112,479 annualized	
2019 Estimate includes ORCA Passport	Estimated funding of program for Pierce Transit starting	
Business Accounts for schools	with '23-'25 biennium per WSTA (\$8,224,958)	



3. ORCA LIFT



Eligibility:

- Based on household size and income
- 200% of federal poverty level (~30% of population in PTBA)
- Eligibility for renewal every 2 years

Administration:

 Eligibility verification already performed through social service offices – including locations in Pierce County; option to fund additional verification locations

Costs:

 Revenue loss roughly estimated at \$0.5 to \$1 million/year







YES for King County Water Taxi *\$3.75 West Seattle • *\$4.50 Vashon Island



YES for Seattle Monorail



YES for Sound Transit LINK Light Rail



YES for Sound Transit Buses



YES for Sounder Trains
*\$2.50 - \$4.25 (based on distance)



YES for Kitsap County Buses \$1.00



NO for Washington State Ferries (Ride for Full Fare)



YES for Seattle Street Car



NO for Pierce Transit (Ride for Full Fare)



YES for Everett Transit



YES for Community Transit
*\$1.25 Local • *\$2.00 Commuter



Fixed Route Fare Types & Policies

Code	Туре	Description
3.72.035	Human Service Agencies & Governmental Agencies Program	Verified 501c3s: 50% reduced cost for agencies for single ride and/or all day passes Governmental Agencies – Full Prices Fares
3.72.040.A	All Day Pass (full fare)	Two times full fare plus one dollar - \$5
3.72.040.B	Youth All Day Pass	Two times youth cash fare plus fifty cents - \$2.50
3.72.040.C	Discounted All Day Pass	Two times discounted fare plus fifty cents - \$2.50
3.72.040.D	Monthly Pass (full fare)	\$72 (two dollar regional PugetPass)
3.72.040.E	Youth Monthly pass	\$36 (one dollar regional PugetPass)
3.72.040.F	Discounted Monthly Pass	\$36 (one dollar regional Puget Pass)
3.72.040.G	Discounted Monthly Pass	Pierce Transit specific - \$63
3.72.040.H	Adult Monthly Pass	Pierce Transit specific pass - \$62
3.72.040.1	Summer Youth Pass	Unlimited youth rides in June, July and August - \$36
3.72.040.J	Class Pass	Up to 30 people; one day, round-trip - \$48
3.72.070	Free Fare	Children five and under, law enforcement, Board of Commissioners
3.72.080	Special Event Service	Equal to local fixed route fares; free for up to four children ages 13 and under
3.72.110	Conference & Convention Visitor Passes	Twice full-fare cash fare - \$4



Action Timeline for Fare Amendments

Spring 2022

- February 24th Community Transportation Advisory Group (CTAG) Review
- April 11th Board of Commissioners Meeting
- April 28th CTAG Update
- May 10th Executive Finance Committee Meeting (present code legislative mark-up, rough financial estimates)
 - Amend Draft Mark up and Financial estimates based on EFC Recommendation
- June 13th Board of Commissioners Meeting (Study Session)

Summer 2022

Title VI Equity Analysis and Report Development

- June 23rd CTAG presentation of BOC Study Session Materials
- June 27th Notice for Public Hearing published
- July 11th Board holds Public Hearing on Fare Change Analysis and directs staff for any final amendments
 - Amend based on public feedback
- August 8th Board Action on Fare Change and Amendment to Fare Code Section 3.72 and other relevant policies

Fall 2022

- STATE GRANT October 1st Final deadline to submit zero-fare policy documentation for Transit Support Grant Program
- ORCA LIFT October 2nd –
 Final Date to provide Notice
 to ORCA Regional Team and
 other Fare System Managers

January 1, 2023 Implementation

about potential loss of ridership with increased fare and supportive of further research into ORCA LIFT. Requested consideration to review policies on fare parity and what it would take to go to a cashless system or virtual pass for SHUTTLE.



Staff Directive from April BOC:

Staff is seeking direction on what code amendments to work on:

- Biennial Fare Review ie. adjustment to fares, farebox recovery policy, etc.
- Eligibility for Transit Support Grant—direct staff to adopt a zero fare for 18 and younger on all modes
- ORCA LIFT direct staff to amend PT Code and add this new fare type

Staff is available for questions during your discussion.





Questions or Comments?



Consent Agenda

PIERCE TRANSIT

Board Payments Over \$50,000

Payments From: Mar 1, 2022 to Mar 31, 2022 Cash and Investment Balance: 172,459,846.58

Payment Numbers CK 00377976 through CK 00378202 Wire Numbers EFT 00009972 through EFT 00010276 No Advance Travel Checks

Total \$9,556,267.46

Payments in Excess of \$50,000 are as follows:

rating	

Apr 1, 2022 7:49:52 AM

	Check	Vendor	Item/Service	Amount
EFT	00009972	AWC EMPLOYEE BENEFIT TRUST	DENTAL PREM 02.22	1,188,901.06
EFT	00009973	GREAT WEST RETIREMENT	DEF COMP CEO PP4 2022	87,265.88
EFT	00009974	ICMA RETIREMENT	DEF COMP LOAN PP4 2022	248,412.26
EFT	00010030	ASSOCIATED PETROLEUM	DIESEL FUEL	120,857.04
EFT	00010040	E-BUILDER INC	EZ File Tool 01/22-01/23	128,762.74
EFT	00010081	AWC EMPLOYEE BENEFIT TRUST	DENTAL PREM 03.22	1,167,082.37
EFT	00010082	GREAT WEST RETIREMENT	DEF COMP CEO PP5 2022	87,306.46
EFT	00010083	ICMA RETIREMENT	DEF COMP LOAN PP5 2022	246,619.98
EFT	00010087	US BANK CORPORATE PAYMENT SYST	MISC BUSN EXPENSES	87,470.19
EFT	00010094	ASSOCIATED PETROLEUM	DIESEL FUEL	90,688.19
EFT	00010102	CUMMINS INC	MISC BUS INVENTORY PARTS	59,245.97
EFT	00010110	GILLIG LLC	MISC BUS INVENTORY PARTS	67,756.97
EFT	00010152	UNITED ENERGY TRADING LLC	02/22 COMPRESSED NATURAL GAS	62,182.25
EFT	00010177	FIRST TRANSIT	FARES COLLECTED 02/22	531,339.19
EFT	00010206	SOUND TRANSIT	FARE ADJ 01/22	81,067.08
EFT	00010223	GREAT WEST RETIREMENT	DEF COMP CEO PP6 2022	85,947.95
EFT	00010224	ICMA RETIREMENT	DEF COMP LOAN PP6 2022	235,433.26
EFT	00010232	ASSOCIATED PETROLEUM	DIESEL FUEL	108,064.24
EFT	00010234	BRIDGESTONE AMERICA	TIRES	59,610.01
EFT	00010239	GILLIG LLC	MISC BUS INVENTORY PARTS	66,075.60
•	nts for Fund 1 Total			\$ 4,810,088.69
Self Ins	surance Fund			
	Check	Vendor	Item/Service	Amount
EFT	00010230	ALLIANT INSURANCE SERVICES	POLICY WC 04/22-04/23	100,620.00
Paymer	nts for Fund 4 Total			\$ 100,620.00
Capital	Fund			
	Check	Vendor	Item/Service	Amount
CHK	00378069	WESTWATER CONSTRUCTION	ALL OTHER WORK SHMTC 02/24/22	113,100.27
EFT	00009997	KPFF CONSULTING ENGINEERS	PRJ MGT SPANTC 01/22	69,136.17
EFT	00010087	US BANK CORPORATE PAYMENT SYST	MISC BUSN EXPENSES	17,076.61
EFT	00010089	ABSHER CONSTRUCTION COMPANY	B&O TAX BMP F&W 02/22	1,486,481.52
EFT	00010137	SAYBR CONTRACTORS INC	DEMO SPAN TC 02/22	126,163.30
EFT	00010195	MYPAD3D INC	CUST S/W CORE SKILLS VR	60,300.00
EFT	00010222	WSP USA, INC.	DESIGN SVCS BRT 01/22	296,428.07
EFT	00010241	HUITT-ZOLLARS INC.	DESIGN SV BMP 01/01/22	311,624.67
Paymer	nts for Fund 9 Total			\$ 2,480,310.61
Total Pa	ayments in Excess of \$	50,000.00		\$ 7,391,019.30

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Pierce Transit

Payment Certification for Mar 31, 2022 Payments Mar 1, 2022 to Mar 31, 2022

Payment Numbers CK 00377976 through CK 00378202 No Advance Travel Checks

Wire Numbers EFT 00009972 through EFT 00010276

Bank ID		Check Numbe Che		Amount Vendor Name
01	CHK	00377976	44623	9521.29 ALL PRO BUILDING MAINTENANCE
01	CHK	00377977	44623	333.33 AMPLIFIED WIRELESS SOLUTIONS I
01	CHK	00377978	44623	46386.35 CITY OF LAKEWOOD
01	CHK	00377979	44623	558.26 CITY TREASURER - TPU
01	CHK	00377980	44623	99.45 CITY TREASURER - TPU
01	CHK	00377981	44623	245.85 COMCAST
01	CHK	00377982	44623	153.91 COMCAST
01	CHK	00377983	44623	55.81 CONSOLIDATED ELECTRICAL DIST
01	CHK	00377984	44623	185.5 DAILY JOURNAL OF COMMERCE INC
01	CHK	00377985	44623	900 IBI GROUP A CALIFORNIA PARTNER
01	CHK	00377986	44623	76.17 JON-DON
01	CHK	00377987	44623	45 K-D-L HARDWARE SUPPLY INC
01	CHK	00377988	44623	256 KENT KEEL
01	CHK	00377989	44623	921.5 RPAI US MANAGEMENT LLC
01	CHK	00377990	44623	1083.5 MVP POSTER
01	CHK	00377991	44623	59.36 OFFICE DEPOT CORP
01	CHK	00377992	44623	24.02 PACIFIC POWER PRODUCTS
01	CHK	00377993	44623	4447 PACIFIC TORQUE
01	CHK	00377994	44623	7052.8 PUGET SOUND ENERGY
01	CHK	00377995	44623	1815 REACTAV AUDIO VISUAL SYSTEMS
01	CHK	00377996	44623	493.09 SNIDER ENERGY
01	CHK	00377997	44623	373.36 SONITROL PACIFIC
01	CHK	00377998	44623	420 T-MOBILE USA, INC
01	CHK	00377999	44623	191.4 UNITED SITE SERVICES (Everson)
01	CHK	00378000	44623	2187.09 VERIZON WIRELESS
01	CHK	00378001	44623	7527.38 VERIZON WIRELESS
01	CHK	00378002	44623	1047.22 VERIZON WIRELESS
01	CHK	00378003	44623	1847.21 VERIZON WIRELESS
01	CHK	00378004	44623	576.12 VERIZON WIRELESS
01	CHK	00378005	44623	576.12 VERIZON WIRELESS
01	CHK	00378006	44623	1226.11 VERIZON WIRELESS
01	CHK	00378007	44623	596.49 VERIZON WIRELESS
01	CHK	00378008	44623	621.12 VERIZON WIRELESS
01	CHK	00378009	44623	846.12 VERIZON WIRELESS
01	CHK	00378010	44623	606.12 VERIZON WIRELESS
01	CHK	00378011	44623	846.2 VERIZON WIRELESS
01	CHK	00378012	44623	2157.99 VERIZON WIRELESS
01	CHK	00378013	44623	748.17 VERIZON WIRELESS
01	CHK	00378014	44623	248.56 WALTER E NELSON CO.
01	CHK	00378015	44623	1711.6 WASHINGTON GRAPHICS LLC
01	CHK	00378016	44630	678.45 ALL PRO BUILDING MAINTENANCE
01	CHK	00378017	44630	3084.48 ALL STARZ STAFFING AND CONSULT
01	CHK	00378018	44630	488 AT&T
01	CHK	00378019	44630	134.13 AT&T
01	CHK	00378020	44630	26.86 AT&T
01	CHK	00378021	44630	1200 ATU LOCAL 758 CORP
01	CHK	00378022	44630	880.33 AUDIT & ADJUSTMENT CO INC
01	CHK	00378023	44630	67.38 CENTURY LINK
01	CHK	00378024	44630	81.76 CENTURY LINK
01	CHK	00378025	44630	911.6 CHAPTER 13 TRUSTEE
01	CHK	00378026	44630	596.59 CITY OF PUYALLUP
01	CHK	00378027	44630	1051.12 CITY TREASURER - TPU
01	CHK	00378028	44630	7259.85 CITY TREASURER - TPU
01	CHK	00378029	44630	4608.38 COLONIAL SUPPLEMENTAL LIFE
01	CHK	00378030	44630	153.91 COMCAST
01	CHK	00378031	44630	141.91 COMCAST
01	CHK	00378032	44630	83.34 COMM ON POLITICAL EDUCATION
01	CHK	00378033	44630	135.29 CREATIVE BUS SALES
01	CHK	00378034	44630	1260 CURVED GLASS COMPANY
01	CHK	00378035	44630	4756.32 CWA INC
01	CHK	00378036	44630	1434 DM RECYCLING CO INC
01	CHK	00378037	44630	4.71 FEDERAL EXPRESS CORP
01	CHK	00378038	44630	3948.95 FLEET MOBILE LUBE-WASH INC
01	CHK	00378039	44630	108.62 FRUITLAND MUTUAL WATER COMPANY
01	CHK	00378040	44630	6587.02 GENES TOWING CORP
01	CHK	00378041	44630	963.6 GILCHRIST CHEVROLET

01	CHK	00378042	44630	2500 GUEST COMMUNICATIONS COR
01	CHK	00378043	44630	23.03 HARBOR FREIGHT TOOLS
01	CHK	00378044	44630	6434.29 HAROLD LEMAY ENTERPRISES
01	CHK	00378045	44630	4165.34 HULTZ BHU ENGINEERS INC.
01	CHK	00378046	44630	736.5 IAM & AW
01	CHK	00378047	44630	220 INTERNAL REVENUE SERVICE
01	CHK	00378048	44630	431.06 LAKEVIEW LIGHT & POWER CO
01	CHK	00378049	44630	151.4 LEMAY MOBILE SHREDDING
01	CHK	00378050	44630	13255.3 MACHINISTS HEALTH &
01	CHK	00378051	44630	1597.85 MICHAEL G MALAIER
01	CHK	00378052	44630	416 ANOKA COUNTY HUMAN SERVICES
01	CHK	00378053	44630	13324.26 MULTICARE HEALTH SYSTEM
01	CHK	00378054	44630	136.4 NH DEPT OF H & HS
01	CHK	00378055	44630	1744.6 NORTHWEST IAM BENEFIT TRUST
01	CHK	00378056	44630	435.21 NYS CHILD SUPPORT PROCESSING
01	CHK	00378057	44630	17.25 O'REILLY AUTO PARTS
01	CHK	00378058	44630	65.58 OFFICE DEPOT CORP
01	CHK	00378059	44630	392.73 PENINSULA LIGHT
01	CHK	00378060	44630	4259.71 PIERCE COUNTY BUDGET & FINANCE
01	CHK	00378062	44630	44492.89 PIERCE COUNTY BUDGET & FINANCE
	CHK			15732.68 PUGET SOUND ENERGY
01		00378063	44630	
01	CHK	00378064	44630	4975.22 TACOMA MALL PARTNERSHIP
01	CHK	00378065	44630	123.54 TERMINIX COMMERCIAL
01	CHK	00378066	44630	293.35 TX CHILD SUPPORT SDU
01	CHK	00378067	44630	690.71 UNITED SITE SERVICES (Everson)
01	CHK	00378068	44630	993.33 UNITED WAY OF PIERCE COUNTY
01	CHK	00378069	44630	113100.27 WESTWATER CONSTRUCTION
01	CHK	00378070	44630	591.57 WURTH USA INC
01	CHK	00378071	44637	2485.5 AHERN RENTAL
01	CHK	00378072	44637	5067.36 ALL STARZ STAFFING AND CONSULT
01	CHK	00378073	44637	2640 AUTO CRIB
01	CHK	00378074	44637	290.25 AUTOZONE
01	CHK	00378075	44637	114.31 BUNCE RENTALS INC
01	CHK	00378076	44637	618.18 CENTURY LINK
01	CHK	00378077	44637	7797.65 CENTURY LINK
01	CHK	00378078	44637	25434 CITY OF FEDERAL WAY
01	CHK	00378079	44637	4208.2 CITY TREASURER - TPU
01	CHK	00378080	44637	125 CITY TREASURER - TPU
01	CHK	00378081	44637	70.05 COMCAST
01	CHK	00378082	44637	153.85 COMCAST
01	CHK	00378083	44637	181.33 COMCAST
01	CHK	00378084	44637	667.29 COPIERS NORTHWEST INC
01	CHK	00378085	44637	49.91 CRAIG GARDNER
01	CHK	00378086	44637	104.07 DISH
01	CHK	00378087	44637	2200 EASTERN WASHINGTON UNIVERSITY
01	CHK	00378088	44637	50 FORMFOX, INC.
01	CHK	00378089	44637	194 GENES TOWING CORP
01	CHK	00378090	44637	120.32 GENFARE
01	CHK	00378091	44637	20.45 GILCHRIST CHEVROLET
01	CHK	00378092	44637	1458.7 HOME DEPOT CREDIT SERVICES
01	CHK	00378093	44637	657.23 JOHNSON CONTROLS
01	CHK	00378094	44637	18.36 JOHNSTONE SUPPLY
01	CHK	00378095	44637	3771.3 KING COUNTY FINANCE
01	CHK	00378096	44637	45873.9 LAKEVIEW LIGHT & POWER CO
01	CHK	00378097	44637	1062.45 LOWE'S COMPANIES INC
01	CHK	00378098	44637	5885.12 MOMENTIVE INC
01	CHK	00378099	44637	1543.42 MOTION & FLOW CONTROL
01	CHK	00378100	44637	4354.9 MULTICARE HEALTH SYSTEM
01	CHK	00378101	44637	711.48 NELSON TRUCK
01	CHK	00378102	44637	66.54 OFFICE DEPOT CORP
01	CHK	00378103	44637	255.67 PACIFIC TORQUE
01	CHK	00378104	44637	763.11 PIERCE COUNTY BUDGET & FINANCE
01	CHK	00378105	44637	71.57 PIERCE COUNTY RECYCLING LLC
01	CHK	00378106	44637	574.27 QUADIENT INC
01	CHK	00378107	44637	591.62 REFRIGERATION SUPPLY DIST
01	CHK	00378108	44637	1766 SCHINDLER ELEVATOR CORPORATION
01	CHK	00378109	44637	259.47 SIX ROBBLEES INC
01	CHK	00378110	44637	192.5 SNAP-ON TOOLS - Robert Mustain
01	CHK	00378111	44637	4279.78 SNIDER ENERGY
01	CHK	00378112	44637	10815 SOURCE PANEL
01	CHK	00378113	44637	75.59 TACOMA DAILY INDEX
01	CHK	00378114	44637	3580.52 UNITED SITE SERVICES (Everson)
01	CHK	00378115	44637	1696.6 WALTER E NELSON CO.
01	CHK	00378116	44637	703.61 ZEP MANUFACTURING COMPANY
01	CHK	00378117	44644	9363.6 ALL STARZ STAFFING AND CONSULT
01	CHK	00378118	44644	47651.75 ATU LOCAL 758 CORP
01	CHK	00378119	44644	911.6 CHAPTER 13 TRUSTEE
01	CHK	00378120	44644	25231.5 CITY OF FEDERAL WAY
01	CHK	00378121	44644	40561.31 CITY OF LAKEWOOD

01	CHK	00378122	44644	60 CITY OF LAKEWOOD
01	CHK	00378123	44644	10895.35 CITY TREASURER - TPU
01	CHK	00378124	44644	13549.97 COMCAST
01	CHK	00378125	44644	56.82 CREATIVE BUS SALES
01	CHK	00378126	44644	4310.57 FLEET MOBILE LUBE-WASH INC
01	CHK	00378127	44644	1435.85 GENES TOWING CORP
01	CHK	00378128	44644	440.47 GILCHRIST CHEVROLET
01	CHK	00378129	44644	220 INTERNAL REVENUE SERVICE
01	CHK	00378130	44644	11666.66 KARRAS CONSULTING
01	CHK	00378131	44644	141.71 LAKEWOOD WATER DISTRICT
01	CHK	00378132	44644	3973.68 LEVEL 3 (CENTURY LINK)
01	CHK	00378133	44644	1597.85 MICHAEL G MALAIER
01	CHK	00378134	44644	416 ANOKA COUNTY HUMAN SERVICES
01	CHK	00378135	44644	267.37 MOHAWK MFG & SUPPLY
01	CHK	00378136	44644	136.4 NH DEPT OF H & HS
01	CHK	00378137	44644	435.21 NYS CHILD SUPPORT PROCESSING
01	CHK	00378138	44644	71.19 PAPE MATERIAL HANDLING
01	CHK	00378139	44644	465.99 PARKLAND LIGHT & WATER CO
01	CHK	00378140	44644	2670.8 PETER E DOVE
01	CHK	00378141	44644	37691.97 PIERCE COUNTY BUDGET & FINANCE
01	CHK	00378142	44644	682.49 PIERCE COUNTY BUDGET & FINANCE
01	CHK	00378143	44644	125 LEPS-PSS PLLC
01	CHK	00378144	44644	877.98 PURCELL TIRE & RUBBER COMPANY
01	CHK	00378145	44644	2500 QUEBEC INC
01	CHK	00378146	44644	726.69 REX PEGG FABRICS INC
01	CHK	00378147	44644	30.73 SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00378148	44644	3250 SIMON AND COMPANY INC
01	CHK	00378149	44644	479.71 SNIDER ENERGY
01	CHK	00378150	44644	5423 SM STEMPER ARCHITECTS PLLC
01	CHK	00378151	44644	593.35 TX CHILD SUPPORT SDU
01	CHK	00378152	44644	664.96 THE NEWS TRIBUNE (SUBSCRIPTION
01	CHK	00378153	44644	1246.76 UNITED SITE SERVICES (Everson)
01	CHK	00378154	44644	993.33 UNITED WAY OF PIERCE COUNTY
01	CHK	00378155	44644	49728.26 VOYAGER FLEET SYSTEMS INC
01	CHK	00378156	44644	638.81 WSDOT
01	CHK	00378157	44644	1550 WHOLESALE IMPRINTS & PROMOTION
01	CHK	00378158	44644	609.07 ZEP MANUFACTURING COMPANY
01	CHK	00378159	44651	3723.5 AAA FIRE PROTECTION INC
01	CHK	00378160	44651	134.13 AT&T
01	CHK	00378161	44651	1212.38 BEN'S CLEANER SALES INC
01	CHK	00378162	44651	586.61 CITY TREASURER - TPU
01	CHK	00378163	44651	1292.85 CITY TREASURER - TPU
01	CHK	00378164	44651	245.85 COMCAST
01	CHK	00378165	44651	153.91 COMCAST
01	CHK	00378166	44651	153.91 COMCAST
01	CHK	00378167	44651	4756.32 CWA INC
01	CHK	00378168	44651	389.55 DAILY JOURNAL OF COMMERCE INC
01	CHK	00378169	44651	346 DESTANY HESTER
01	CHK	00378170	44651	584.97 GENES TOWING CORP
01				
	CHK	00378171	44651	279.92 GILCHRIST CHEVROLET
01	CHK	00378172	44651	160.44 JON-DON
01	CHK	00378173	44651	417.13 LAKEVIEW LIGHT & POWER CO
01	CHK	00378174	44651	197.9 MCMASTER-CARR SUPPLY
01	CHK	00378175	44651	255.22 MOOSE RADIATOR & A/C
01	CHK	00378176	44651	1320.6 PACIFIC TORQUE
01	CHK	00378177	44651	377.26 PENINSULA LIGHT
01	CHK	00378178	44651	1975.42 PETERSON NYKAMP LAW LLC
01	CHK	00378179	44651	1514.03 PUGET SOUND ENERGY
01	CHK	00378180	44651	2902.11 PURCELL TIRE & RUBBER COMPANY
01	CHK	00378181	44651	975 SM STEMPER ARCHITECTS PLLC
			44651	
01	CHK	00378182		205.34 TACOMA DAILY INDEX
01	CHK	00378183	44651	4 TACOMA DAILY INDEX
01	CHK	00378184	44651	113.25 ULINE
01	CHK	00378185	44651	191.4 UNITED SITE SERVICES (Everson)
01	CHK	00378186	44651	2162.04 VERIZON WIRELESS
01	CHK	00378187	44651	7523.99 VERIZON WIRELESS
01	CHK	00378188	44651	765.24 VERIZON WIRELESS
01	CHK	00378189	44651	576.81 VERIZON WIRELESS
01	CHK	00378190	44651	3357.18 VERIZON WIRELESS
01	CHK	00378191	44651	3876.06 VERIZON WIRELESS
01	CHK	00378192	44651	3236.44 VERIZON WIRELESS
01	CHK	00378193	44651	970.59 VERIZON WIRELESS
01	CHK	00378194	44651	2776.08 VERIZON WIRELESS
01	CHK	00378195	44651	3446.07 VERIZON WIRELESS
01	CHK	00378196	44651	3489.53 VERIZON WIRELESS
01	CHK	00378197	44651	2226.09 VERIZON WIRELESS
01	CHK	00378198	44651	3387.18 VERIZON WIRELESS
01	CHK	00378199	44651	3316.07 VERIZON WIRELESS
01	CHK	00378199	44651	1482.32 WALTER E NELSON CO.
01	CLIK	003/0200	1 1031	ITUZIJZ WALILIN L INLLJUN CU.

01	CHK	00378201	44651	157.71 WURTH USA INC
01	CHK	00378202	44651	609.07 ZEP MANUFACTURING COMPANY
01	EFT	00009972	44622	1188901.06 AWC EMPLOYEE BENEFIT TRUST
01	EFT	00009973	44622	87265.88 GREAT WEST RETIREMENT
01	EFT	00009974	44622	248412.26 ICMA RETIREMENT
01	EFT	00009975	44622	13981.52 NAVIA BENEFIT SOLUTIONS
01	EFT	00009976	44622	9784.77 TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00009977	44622	5698.56 WA ST CHILD SUPPORT REGISTRY
01	EFT	00009978	44623	605.92 AIRGAS-NOR PAC INC
01	EFT	00009979	44623	1975.07 BATTERY SYSTEMS
01	EFT	00009980	44623	3828.78 BRAVO ENVIRONMENTAL NW INC
01	EFT	00009981	44623	26737.02 CDW GOVERNMENT INC
01	EFT	00009982	44623	222.31 COMMERCIAL BRAKE & CLUTCH
01	EFT	00009983	44623	11252.1 CUMMINS INC
01	EFT	00009984	44623	404.64 DRIVELINES NW INC
01	EFT	00009985	44623	96.23 FINISHMASTER, INC
01	EFT	00009986	44623	515.36 FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00009987	44623	20708.46 GILLIG LLC
01	EFT	00009988	44623	1540.17 GRAINGER
01	EFT	00009989	44623	2626.91 IWG TOWERS ASSETS I LLC
01	EFT	00009990	44623	128 JASON M WHALEN
01	EFT	00009991	44623	15299.14 JENCO DEVELOPMENT
01	EFT	00009992	44623	128 JOHN G PALMER
01	EFT	00009993	44623	128 JOHN HINES
01	EFT	00009994	44623	200 JOSHUA CHRISTIANSEN
01	EFT	00009995	44623	39.63 WESTERN FLUID COMPONENTS
01	EFT	00009996	44623	256 KIMBERLY M ROSCOE
01	EFT	00009997	44623	69136.17 KPFF CONSULTING ENGINEERS
01	EFT	00009998	44623	256 KRISTINA WALKER
01	EFT	00009999	44623	25468.28 MEDSTAR CABULANCE INC
01	EFT	00010000	44623	679.26 METAL SUPERMARKETS
01	EFT	00010001	44623	1145.91 MOHAWK MFG & SUPPLY
01	EFT	00010002	44623	110.67 MOOD MEDIA
01	EFT	00010003	44623	378.4 MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00010004	44623	30.88 ELEMENT 14
01	EFT	00010005	44623	1005.77 NORTHWEST STEEL & PIPE CO
01	EFT	00010006	44623	14901.66 PACIFIC POWER PRODUCTS
01	EFT	00010007	44623	1103.18 PROTERRA INC
01	EFT	00010008	44623	447.58 R E AUTO ELECTRIC
01	EFT	00010009	44623	193.49 SEATTLE AUTOMOTIVE DIST.
01	EFT	00010010	44623	558.5 SITECRAFTING INC.
01	EFT	00010011	44623	36250.17 SOUND TRANSIT
01	EFT	00010012	44623	26889.6 SOUND TRANSIT
01	EFT	00010013	44623	1445.75 STANDARD PARTS CORP
01	EFT	00010013	44623	138.85 STAPLES
01	EFT	00010015	44623	86.5 STERICYCLE
01	EFT	00010016	44623	309.38 TACOMA DODGE CHRYSLER JEEP
01	EFT	00010017	44623	248.42 TACOMA SCREW
01	EFT	00010018	44623	1653 TECHNICAL SECURITY INTEGRATION
01	EFT	00010019	44623	11082.23 THE AFTERMARKET PARTS CO LLC
01	EFT	00010020	44623	34007 JEANNETTE TWITTY
01	EFT	00010021	44623	115 TRANSITTALENT.COM LLC
01	EFT	00010021	44623	1901.88 UNIFIRST CORPORATION
01		00010022	44623	942.98 WAXIE SANITARY SUPPLY
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01	EFT	00010024	44623	2123.31 WESTERN PETERBILT
01	EFT	00010025	44623	252.12 WHELEN ENGINEERING CO INC
01	EFT	00010026	44623	14774.12 WOOD HARBINGER INC
01	EFT	00010027	44630	1693.8 A & E IMAGING
01	EFT	00010028	44630	1574.3 ALLSTREAM
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01	EFT	00010031	44630	478.84 BATTERY SYSTEMS
01	EFT	00010032	44630	934.62 BRAUN CORPORATION
01	EFT	00010033	44630	210.61 CHEVRON PRODUCTS CO.
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01	EFT	00010035	44630	870.21 COMMERCIAL BRAKE & CLUTCH
01	EFT	00010036	44630	31244.59 CUMMINS INC
01	EFT	00010030	44630	1262.25 CUSTOM EDGE, INC.
				·
01	EFT	00010038	44630	250 CYBERSOURCE CORP.
01	EFT	00010039	44630	894.12 DRIVELINES NW INC
01	EFT	00010040	44630	128762.74 E-BUILDER INC
01	EFT	00010041	44630	2113.22 FINISHMASTER, INC
01	EFT	00010042	44630	7414.23 GALLS LLC
01	EFT	00010043	44630	20805.72 GILLIG LLC
			44630	
01	EFT	00010044		5750 GORDON THOMAS HONEYWELL
01	EFT	00010045	44630	1031.12 GRAINGER
01	EFT	00010046	44630	147.83 JAMES DORSEY
01	EFT	00010047	44630	2906.15 WESTERN FLUID COMPONENTS
01	EFT	00010048	44630	61.76 KLEEN BLAST

01	EFT	00010049	44630	2410 LUMINATOR MASS TRANSIT LLC
01	EFT	00010050	44630	6311.93 MALLORY SAFETY & SUPPLY LLC
01	EFT	00010050	44630	5785.9 MEDSTAR CABULANCE INC
01	EFT	00010052	44630	609.47 MOHAWK MFG & SUPPLY
01	EFT	00010053	44630	315.84 MUNCIE RECLAMATION & SUPPLY CO
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01	EFT	00010055	44630	2873.77 NEOPART TRANSIT LLC
01	EFT	00010056	44630	16297.35 OPEN SQUARE
01	EFT	00010057	44630	11873.18 PACIFIC POWER PRODUCTS
01	EFT	00010058	44630	19.53 PACIFIC WELDING SUPPLY INC
01	EFT	00010059	44630	130.03 PRINT NW
01	EFT	00010060	44630	43.16 PROTERRA INC
01	EFT	00010061	44630	151.15 QUADIENT FINANCE USA INC
01	EFT	00010062	44630	916.42 R E AUTO ELECTRIC
01			44630	2625.04 SCHETKY NORTHWEST SALES INC
	EFT	00010063		
01	EFT	00010064	44630	212.8 SEATTLE AUTOMOTIVE DIST.
01	EFT	00010065	44630	437.94 SOUTH TACOMA GLASS
01	EFT	00010066	44630	1099.25 STANDARD PARTS CORP
01	EFT	00010067	44630	2356.79 STAPLES
01	EFT	00010068	44630	495.8 STELLAR INDUSTRIAL
01	EFT	00010069	44630	58.02 STERICYCLE
01	EFT	00010070	44630	4246 SUMMIT LAW GROUP PLLC
01	EFT	00010071	44630	2321.78 TACOMA DODGE CHRYSLER JEEP
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01	EFT	00010073	44630	380 TECHNICAL SECURITY INTEGRATION
01	EFT	00010074	44630	15590.45 THE AFTERMARKET PARTS CO LLC
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01	EFT	00010076		8125.25 UNIFIRST CORPORATION
01	EFT	00010077	44630	1614.14 WESMAR
01	EFT	00010078	44630	6405.32 WESTERN PETERBILT
01	EFT	00010079	44630	872.52 WILLIAMS OIL FILTER
01	EFT	00010080	44630	198.67 YRC FREIGHT
01	EFT	00010081	44634	1167082.37 AWC EMPLOYEE BENEFIT TRUST
01	EFT	00010001	44634	87306.46 GREAT WEST RETIREMENT
01	EFT	00010083	44634	246619.98 ICMA RETIREMENT
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01	EFT	00010086	44634	5698.56 WA ST CHILD SUPPORT REGISTRY
01	EFT	00010087	44636	104546.8 US BANK CORPORATE PAYMENT SYST
01	EFT	00010088	44637	2560 A CUSTOMER'S POINT OF VIEW
01	EFT	00010089	44637	1486481.52 ABSHER CONSTRUCTION COMPANY
01	EFT	00010090	44637	26527 ACI CUSTODIAL INC
01	EFT	00010091	44637	3933 ALLIANT INSURANCE SERVICES
01	EFT	00010092	44637	206.14 ALLIED ELECTRONICS
01	EFT	00010093	44637	774.42 ANGI ENERGY SYSTEMS
01	EFT	00010094	44637	90688.19 ASSOCIATED PETROLEUM
01	EFT	00010095	44637	5309.28 ATWORK! COMMERCIAL ENTERPRISES
01	EFT	00010096	44637	532.09 BATTERY SYSTEMS
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		00010097		
01	EFT	00010098	44637	22894.75 CDW GOVERNMENT INC
01	EFT	00010099	44637	182.59 CINTAS FIRE PROTECTION
01	EFT	00010100	44637	597.06 COMMERCIAL BRAKE & CLUTCH
01	EFT	00010101	44637	15231.33 CTS (CABLING & TECH SVCS)
01	EFT	00010102	44637	59245.97 CUMMINS INC
01	EFT	00010103	44637	1377.22 DARIN L. STAVISH
01		00010103	44637	
	EFT			3786.87 DIAMOND PARKING SERVICES LLC
01	EFT	00010105	44637	256.36 DRIVELINES NW INC
01	EFT	00010106	44637	192.46 FINISHMASTER, INC
01	EFT	00010107	44637	147.83 FRANK GOFINCH (EMPLOYEE)
01	EFT	00010108	44637	603.82 GTT COMMUNICATIONS
01	EFT	00010109	44637	7068.44 GENFARE
01	EFT	00010103	44637	67756.97 GILLIG LLC
01	EFT	00010111	44637	30 GLEN JOHNSON
01	EFT	00010112	44637	4229.3 GRAINGER
01	EFT	00010113	44637	12382.59 HUITT-ZOLLARS INC.
01	EFT	00010114	44637	1125 INTERCITY TRANSIT
01	EFT	00010115	44637	466.36 JANICE POWELL (EMPLOYEE)
01	EFT	00010116	44637	1841.02 WESTERN FLUID COMPONENTS
01			44637	233.2 LARSEN SIGN COMPANY
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01	EFT	00010118	44637	717 MB ELECTRIC LLC
01	EFT	00010119	44637	698.66 MCGUIRE BEARING CO
01	EFT	00010120	44637	7362.75 MEDSTAR CABULANCE INC
01	EFT	00010121	44637	841.94 MOHAWK MFG & SUPPLY
01	EFT	00010122	44637	1856.14 MULTI-CRAFT PLASTICS
01	EFT	00010122	44637	1194.71 MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00010124	44637	82.04 NATHEN GRAHAM
01	EFT	00010125	44637	845.02 NEOPART TRANSIT LLC
01	EFT	00010126	44637	72.41 NORTHWEST STEEL & PIPE CO
01	EFT	00010127	44637	601.9 OPEN SQUARE

01	EFT	00010128	44637	84.58 OUTFITTER SATELLITE INC
01	EFT	00010129	44637	3916.06 PACIFIC POWER PRODUCTS
01	EFT	00010130	44637	17636.27 PACIFICA LAW GROUP
01	EFT	00010131	44637	12942.51 PAPE KENWORTH NORTHWEST
01	EFT	00010132	44637	3036.15 THERMO KING NW INC
01	EFT	00010133	44637	4585.74 STEVAN GORCESTER
01	EFT	00010134	44637	1623.33 R E AUTO ELECTRIC
01	EFT	00010135	44637	147.83 RED WING SHOE STORE
01	EFT	00010136	44637	292.18 SAMBA HOLDINGS INC
01	EFT	00010137	44637	126163.3 SAYBR CONTRACTORS INC
01	EFT	00010138	44637	432.44 SEATTLE AUTOMOTIVE DIST.
01	EFT	00010139	44637	5377.11 SHI INTERNATIONAL CORP
01	EFT		44637	18023.24 SOUND TRANSIT
		00010140		
01	EFT	00010141	44637	875.88 SOUTH TACOMA GLASS
01	EFT	00010142	44637	1559.94 STANDARD PARTS CORP
		00010143		
01	EFT		44637	2547.52 STAPLES
01	EFT	00010144	44637	1149.98 STELLAR INDUSTRIAL
01	EFT	00010145	44637	495 SUPERION LLC
01	EFT	00010146	44637	5779.42 TACOMA DODGE CHRYSLER JEEP
01	EFT	00010147	44637	565.07 TACOMA SCREW
01	EFT	00010148	44637	4401.41 TECHNICAL SECURITY INTEGRATION
01	EFT	00010149	44637	34682.87 THE AFTERMARKET PARTS CO LLC
01	EFT	00010150	44637	459.62 TITUS WILL FORD INC
01	EFT	00010151	44637	5949.43 UNIFIRST CORPORATION
01	EFT	00010152	44637	62182.25 UNITED ENERGY TRADING LLC
01	EFT	00010153	44637	1044 WA ST AUDITOR
01	EFT	00010154	44637	4072 WA ST TRANSIT INSURANCE POOL
01	EFT	00010155	44637	366.56 WAXIE SANITARY SUPPLY
01	EFT	00010156	44637	39594.75 WESTERN PETERBILT
01	EFT	00010157	44637	13.2 WILLIAMS OIL FILTER
01	EFT	00010158	44637	11616 ZONAR SYSTEMS INC
01	EFT	00010159	44642	42523.57 WA ST DEPT OF REVENUE
01	EFT	00010160	44644	71.5 AARON'S INDUSTRIAL
01	EFT	00010161	44644	42 ADAM DAVIS
01	EFT	00010162	44644	3944.06 ADVANCED TRAFFIC PRODUCTS INC
01	EFT	00010163	44644	152.94 AIRGAS-NOR PAC INC
01	EFT	00010164	44644	486.53 ALLSTREAM
01	EFT	00010165	44644	399.4 AMB TOOLS & EQUIPMENT
01	EFT	00010166	44644	201.72 APPLIED INDUSTRIAL TECHNOLOGIE
01	EFT	00010167	44644	30954.09 ASSOCIATED PETROLEUM
01	EFT	00010168	44644	9491.85 BATTERY SYSTEMS
01	EFT	00010169	44644	2464.11 BRAVO ENVIRONMENTAL NW INC
01	EFT	00010170	44644	1113.86 CINTAS FIRE PROTECTION
01	EFT	00010171	44644	166.5 COMMERCIAL BRAKE & CLUTCH
01	EFT	00010172	44644	4562 CTS (CABLING & TECH SVCS)
01	EFT	00010173	44644	5344.36 CUMMINS INC
01	EFT	00010174	44644	152.39 CUMMINS-ALLISON CORP
01	EFT	00010175	44644	4004 DRUG FREE BUSINESS
01	EFT		44644	4395 ANA LABORATORIES INC
		00010176		
01	EFT	00010177	44644	531339.19 FIRST TRANSIT
01	EFT	00010178	44644	104.79 FLAGS-A-FLYING
			44644	
01	EFT	00010179		4065.57 GALLS LLC
01	EFT	00010180	44644	919.77 GARDA CL NORTHWEST INC
01	EFT	00010181	44644	196.34 GENFARE
01	EFT	00010182	44644	16971.82 GILLIG LLC
01	EFT	00010183	44644	2935.88 GRAINGER
01	EFT	00010184	44644	2138.07 HOLMES DISTRIBUTING
01	EFT	00010185	44644	1390.79 JENCO DEVELOPMENT
01	EFT	00010186	44644	1239.31 WESTERN FLUID COMPONENTS
01	EFT	00010187	44644	44386.75 KPFF CONSULTING ENGINEERS
01	EFT	00010188	44644	458.48 LARSCO INC
01	EFT	00010189	44644	104.28 MALLORY SAFETY & SUPPLY LLC
01	EFT	00010190	44644	8388.75 MAYES TESTING ENGINEERS INC
01	EFT	00010191	44644	774.78 MCGUIRE BEARING CO
01	EFT	00010192	44644	7511 MEDSTAR CABULANCE INC
01	EFT	00010193	44644	42.15 MOHAWK MFG & SUPPLY
01	EFT	00010194	44644	270.44 MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00010195	44644	60300 MYPAD3D INC
01	EFT	00010196	44644	163.07 NEOPART TRANSIT LLC
01	EFT	00010197	44644	1222.43 NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00010198	44644	3055.78 OPEN SQUARE
01	EFT	00010199	44644	28367.3 PACIFIC POWER PRODUCTS
01	EFT	00010200	44644	12763.75 PARAMETRIX ENGINEERING
01	EFT	00010201	44644	122.85 PLATT ELECTRIC SUPPLY
01	EFT	00010202	44644	916.17 QUALITY PRESS
01	EFT	00010203	44644	3215.6 R E AUTO ELECTRIC
01	EFT	00010204	44644	147.83 RED WING SHOE STORE
			44644	
01	EFT	00010205		240.91 SEATTLE AUTOMOTIVE DIST.
01	EFT	00010206	44644	81067.08 SOUND TRANSIT

01	EFT	00010207	44644	250 MARK W MEROD
01	EFT	00010208	44644	330 SOUTH TACOMA GLASS
01	EFT	00010209	44644	2069.62 STANDARD PARTS CORP
01	EFT	00010210	44644	587.11 STAPLES
01	EFT	00010211	44644	86.5 STERICYCLE
01	EFT	00010212	44644	4993.3 TACOMA COMMUNITY COLLEGE
01	EFT	00010213	44644	715.23 TACOMA DODGE CHRYSLER JEEP
01	EFT	00010214	44644	1489.69 TACOMA SCREW
01	EFT	00010215	44644	7739.89 TECHNICAL SECURITY INTEGRATION
01	EFT	00010216	44644	34670.77 THE AFTERMARKET PARTS CO LLC
01	EFT	00010217	44644	815.58 TITUS WILL FORD INC
01	EFT	00010218	44644	2673.7 UNIFIRST CORPORATION
01	EFT	00010219	44644	665.39 WAXIE SANITARY SUPPLY
01	EFT	00010220	44644	3938.94 WESTERN PETERBILT
01	EFT	00010221	44644	50.69 WILLIAMS OIL FILTER
01	EFT	00010222	44644	296428.07 WSP USA, INC.
01	EFT	00010223	44645	85947.95 GREAT WEST RETIREMENT
01	EFT	00010224	44645	235433.26 ICMA RETIREMENT
01	EFT	00010225	44645	14311.31 NAVIA BENEFIT SOLUTIONS
01	EFT	00010226	44645	11229.47 TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00010227	44645	5698.56 WA ST CHILD SUPPORT REGISTRY
01				
	EFT	00010228	44651	1287.24 A & E IMAGING
01	EFT	00010229	44651	822 AIRGAS-NOR PAC INC
01	EFT	00010230	44651	100620 ALLIANT INSURANCE SERVICES
01	EFT	00010231	44651	6422.55 AMAZON.COM CORPORATE CREDIT
01	EFT	00010232	44651	108064.24 ASSOCIATED PETROLEUM
01	EFT	00010233	44651	2743.27 BRAVO ENVIRONMENTAL NW INC
01	EFT	00010234	44651	59610.01 BRIDGESTONE AMERICA
01	EFT	00010235	44651	33901.72 CUMMINS INC
01	EFT	00010236	44651	770.48 DYNAMIC LANGUAGE
01	EFT	00010237	44651	313.5 FINISHMASTER, INC
01	EFT	00010238	44651	459.01 GENFARE
				66075.6 GILLIG LLC
01	EFT	00010239	44651	
01	EFT	00010240	44651	3058.99 GRAINGER
01	EFT	00010241	44651	311624.67 HUITT-ZOLLARS INC.
01	EFT	00010242	44651	1435.67 INTELLICORP RECORDS INC
01			44651	384 JASON M WHALEN
	EFT	00010243		
01	EFT	00010244	44651	128 JOHN G PALMER
01	EFT	00010245	44651	256 JOHN HINES
01	EFT	00010246	44651	6258.76 K & L GATES
01	EFT		44651	256 KRISTINA WALKER
		00010247		
01	EFT	00010248	44651	1276 LARSEN SIGN COMPANY
01	EFT	00010249	44651	403.43 LUMINATOR MASS TRANSIT LLC
01	EFT	00010250	44651	2336.4 MALLORY SAFETY & SUPPLY LLC
01	EFT	00010251	44651	9116.47 MEDSTAR CABULANCE INC
01	EFT	00010252	44651	315.37 MOHAWK MFG & SUPPLY
01	EFT	00010253	44651	1938.35 MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00010254	44651	1598.7 NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00010255	44651	3090.95 OPEN SQUARE
01	EFT	00010256	44651	5760.06 PACIFIC POWER PRODUCTS
01	EFT	00010257	44651	4377.03 R E AUTO ELECTRIC
01	EFT	00010258	44651	4438.83 RIGHT! SYSTEMS INC
01	EFT	00010259	44651	93.5 ROBBLEES TOTAL SECURITY INC
01	EFT	00010260	44651	147.83 ROGER JENSEN
01	EFT	00010261	44651	762.82 SEATTLE AUTOMOTIVE DIST.
01	EFT	00010262	44651	7953.61 SOUND TRANSIT
01	EFT	00010263	44651	628.57 SOUTH TACOMA GLASS
01	EFT	00010264	44651	503.47 STANDARD PARTS CORP
01	EFT	00010265	44651	2308.06 STAPLES
01	EFT	00010266	44651	13345.25 SUMMIT LAW GROUP PLLC
01	EFT	00010267	44651	540.55 TACOMA SCREW
01	EFT	00010268	44651	2185 TECHNICAL SECURITY INTEGRATION
01	EFT	00010269	44651	13336.48 THE AFTERMARKET PARTS CO LLC
01	EFT	00010270	44651	1205.9 TITUS WILL FORD INC
01	EFT	00010271	44651	34007 JEANNETTE TWITTY
01	EFT	00010272	44651	1886.02 UNIFIRST CORPORATION
01	EFT	00010273	44651	1048.12 VEHICLE MAINTENANCE PROGRAM
01	EFT	00010274	44651	2551.56 WAXIE SANITARY SUPPLY
01	EFT	00010271	44651	1374.31 WESTERN PETERBILT
01	EFT	00010276	44651	7608.83 WOOD HARBINGER INC
Total P	ayments			\$9,556,267.46
	,			

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PIERCE TRANSIT BOARD OF COMMISSIONERS REGULAR MEETING MINUTES

March 14, 2022

CALL TO ORDER

Chair Campbell called the regular board meeting to order at 4:06 p.m.

ROLL CALL

Commissioners present:

Marty Campbell, Chair of the Board, Pierce County Councilmember

John Hines, City of Tacoma Councilmember

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 Mayor

Commissioners excused:

Victoria Woodards, Mayor of the City of Tacoma

Kent Keel, City of University Councilmember (representing University Place and Firerest)

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, Counsel from K&L Gates

OPENING REMARKS AND HOUSEKEEPING ITEMS

Chair Campbell welcomed board members, staff, and citizens to the virtual meeting and provided attendees with instructions for meeting participation.

PRESENTATIONS

1. ORCA Next Generation Roll Out: presented by Mark Eldridge, Sr. Program Administrator, ORCA and Brittany Esdaile, Director – Regional Fare Systems

The Board received an overview of the new ORCA program and reviewed the timeline for various product phases that will be rolled out in phases this year. It was noted that the new ORCA program focuses on convenience and speed of boarding and will also involve a new and improved website, more locations selling ORCA cards, and a mobile solution.

The Board was informed of the ORCA features that will remain the same and of the features that will change. It was noted that the ORCA system will move from a card-based system

to an account-based system and that a lot of focus and attention was given to security and privacy issues.

The timeline to convert the Pierce Transit fleet to the new system was reviewed, and it was noted that Pierce Transit will go fare free the week that the new ORCA program is implemented. The customer outreach strategy was reviewed as well as the strategy for internal training of the program.

2. Honoring Lee Trusclair for Operator of the Month for February 2022; presentation by Scott Gaines, Transportation Assistant Manager

Mr. Gaines honored Operator Lee Trusclair for being selected Operator of the Month for February 2022. He spoke about her accomplishments and accolades, noting that she has been an operator since 1988 and a member of the Two Million Miler Club. He read various comment cards from transit customers who commended Ms. Trusclair for her great customer service and level of care that she exemplifies.

On behalf of the Board, Chair Campbell expressed his gratitude to Ms. Lee and recognized her for being a member of the Two Million Miler club.

DISCUSSION

1. Restoration of Pre-Pandemic Fixed Route Service and Staffing Levels; presentations by Lindsey Sehmel, Principal Planner -Scheduling and Amy Cleveland, Executive Director of Administration

Ms. Sehmel reviewed a PowerPoint presentation that showed the operator staffing levels prior to Covid and throughout the pandemic. She informed the Board that if the agency is unable to recover service to certain routes that experienced cuts in November 2021, the agency will need to declare those routes as a Major Service Change in November 2022, per Federal Transportation Administration (FTA) regulations. She detailed the public process that the agency will be required to follow and detailed the net number of operators needed to restore service to a level that would avoid triggering a Major Service Change and to fully restore operator staffing to pre-pandemic levels.

Ms. Cleveland discussed operator readiness, noting that Pierce Transit has 81 fewer drivers now than it had a year ago. She reviewed all the actions/strategies that the agency has implemented to recruit operators and to move them through the training process in an expedient way.

Ms. Cleveland discussed the job market challenges, noting that operator applications peaked in November 2021 and continue to fall, noting that there are 45 percent fewer applications. She cited that an increased trainee failure rate, natural attrition, retirements, illness, and promotion all are contributing to the operator shortage. She reported that there are many uncertainties given the current economic conditions and the overall labor market.

Discussion ensued about the contributory factors that may be causing the operator shortage. Ms. Cleveland noted that the shortage trend started showing up prior to the pandemic, and then became exacerbated by the pandemic.

CEO Griffus reported that staff is working with Sound Transit to transition certain routes to King County Metro for operations, which should increase operator availability for Pierce Transit routes.

2. Consideration to Initiate a Ballot Measure Proposal to Increase the Sales Tax Collection Rate; presentation by Ryan Wheaton, Executive Director of Planning and Community Development

Mr. Wheaton presented on the item, noting that the Board has been considering the ballot question for three years. He reviewed ridership levels pre-recession and a lookback from 2009 to current. He reviewed sales tax collection rates of peer transit agencies.

The Board was presented with two different ballot proposal ideas: 1) a proposal for an additional .03 percent increase implementation, or (2) a graduated approach of an additional .02 percent for the first year, followed by .01 percent beginning in year three. Mr. Wheaton noted that the graduated approach allows the agency to procure vehicles and allows for lead time to gear up for the service and it is the more fiscally responsible approach. Overall, an increase in sales tax collection would increase frequency, increase operating hours, provide late-night service and possible free ridership to youth, seniors, and veterans. In addition, it was noted that increased service would strengthen economic development, reduce congestion, and increase equity.

Mr. Wheaton reviewed a proposed model of an increased service package that would also include Microtransit services and gave examples of improved level of service that could be achieved by an increase in sales tax.

Mr. Wheaton noted that the difficult part of the equation is accounting for the operator staffing shortage and the graduated approach of implementing service and infrastructure to the support the increased service, noting that new service would not start until 2025 should staffing challenges remain what they are today.

Discussion ensued about whether there is a demand for increased transit service given how the Covid pandemic has changed the landscape of the workforce.

A short discussion ensued about the timing and challenges of pursuing an increased sales tax collection rate and expanding Pierce Transit's boundaries to the jurisdictions who left in 2012. It was noted that the agency believes that it is best to obtain the sales tax increase before other jurisdictions rejoin the Public Transportation Benefit Area.

Vice Chair Walker noted that she thinks there are some difficult questions for the Board to decide; however, facts show that people ride transit more when there is reliable frequency and Pierce Transit needs to get there.

Chair Campbell inquired whether there could be service planning to support the needs of homeless, can we quantify the changes in workforce travel habits have impacted transit ridership, and what impacts have higher gas prices have on ridership.

PUBLIC COMMENT

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

No public comment was provided. Public comment was closed.

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 Whalen <u>moved</u> and seconded to approve the consent agenda as presented.

Motion **carried**, 7-0.

Approval of Vouchers, February 1, 2022 – February 28, 2022
 Operating Fund #10
 Self-Insurance Fund #40
 Capital Fund #90
 Payment Nos. 377809 through 377975
 Wire Nos. 9751 through 9971
 No Advance Travel Checks
 Total \$4,928,115.03

2. Approval of Minutes: February 14, 2022, study session meeting; February 14, 2022 regular meeting.

ACTION AGENDA

1. FS 2022-009, Authorize Amending the 2022 Capital Budget to Add \$1.4 million in Grant Funds and Authorize the Chief Executive Officer to Execute a Contract with KPFF, Contract No. 1278, to Provide Architectural and Engineering Predesign Services for the Spanaway Transit Center & Park-and-Ride-Phase II Design for a Total Contract Spending Authority of \$350,000; presentation by Hope Gibson, Sr. Construction Manager

Ms. Gibson reported that she was before the Board last month and gave an overview of the Spanaway 1 and 2 projects. She reviewed the scope of work for the Spanaway 2 project and noted the proposed contract would help Pierce Transit collaborate with external agencies to achieve consensus on an egress solution.

It was noted that some of the preliminary egress solutions could require the installation of a round-about and acquisition of land from Joint Base Lewis McChord (JBLM).

Commissioner Whalen recommended that staff work with JBLM liaison Bill Adamson and noted he offered to help in any way to move the conversations along.

Ms. Gibson reported that one the conceptual work is finalized, staff will return to the full Board to seek approval of the next phase of contract work with KPFF, which will include design work, creating bid documents, assisting with he bid process and helping oversee construction.

Commissioners Walker and Whalen <u>moved</u> and seconded to authorize amending the 2022 Capital Budget to add \$1.4 million in grant funds and authorize the Chief Executive Officer to execute a contract with KPFF, Contract No. 1278, to provide architectural and engineering predesign services for the Spanaway Transit Center & Park-and-Ride-Phase II Design for a total contract spending authority of \$350,000.

The motion **carried**, 7-0.

STAFF UPDATES

1. Bus Rapid Transit Update

CEO Griffus reported that the project is moving forward with the Traffic Impact Analysis partners ad technical teams working well together and noted that cost fluctuations in the project are expected to occur. He noted that the FTA is hanging in with Pierce Transit with the funding and the funds will be available to us once 60 percent design is achieved.

CEO Griffus shared that the FTA is concerned about mid-term elections. If there is a change in the direction of the current administration some of the money could be withheld.

Commissioner Whalen called on the City of Tacoma members to assist with moving the project forward to achieve 60 percent design.

CEO'S Report

CEO Mike Griffus reported on the following items:

• Provided an update on the public safety model and the agency's partnering efforts with Behavioral Health Partners. He reported that Pierce Transit issued an RFP on March 9 for Public Safety and Security Services. Proposals are due back March 30.

Discussions with Tacoma Police Department are ongoing. Staff will bring the Public Safety Model back to the board in the near future as more information materializes.

- The mask mandate for transit agencies has been extended to April 18, 2022.
- Earlier this month, Pierce Transit employees were recognized during National Employee Appreciation Day and International Women's Day.
- March 18 is National Transit Driver Appreciation Day. This day is set aside to recognize the hard work and public service of transit operators across our nation and here at home.

• Christopher Schuler, the new Executive Director of Finance, was introduced and a short briefing of his background and experience was given.

Mr. Schuler expressed his pleasure to be joining Pierce Transit and that he was impressed with the knowledge and dedication of Pierce Transit employees.

Chair Campbell welcomed Mr. Schuler and complimented him for the good work he provided at the Pierce County Health Department.

INFORMATIONAL BOARD ITEMS

1. Chair's Report

• The next Executive Finance Committee meeting will be held Thursday, March 17, 2022, at 3:00 p.m.

2. Sound Transit Update

• Vice Chair Walker reported that the Sound Transit Board will hold a special meeting on Wednesday, March 16, 2022 to receive an overview of Sound Transit's fare policies.

3. Puget Sound Regional Council Transportation Policy Board Update

Commissioner Mello reported on the work before the Transportation Policy Board and gave a high-level overview of the recommended grant distributions for non-motorized projects and for rural town centers. He reported that the PSRC Executive Board is reviewing comments received from the Regional Transportation Plan.

4. Commissioners' Comments

No comments were provided.

ADJOURNMENT TO CLOSED SESSION MEETING

Commissioners Whalen and Walker **moved** and seconded to adjourn the meeting into closed session at 5:44 p.m. to discuss matters relating to labor negotiations pursuant to RCW 42.30.140(b).

Motion <u>carried,</u> 7-0.			
Deanne Jacobson	Marty Campbell, Chair		

1st Quarter 2022 Contracts Report

Report to Board of Commissioners Sole Source Over \$10,000 Approved by the CEO Contracts and Amendments - \$100,000 to \$200,000 Approved by the CEO

Sole Source Over \$10,000 Awarded from 01/01/22 through 03/31/22			
Name	Explanation	Amount	Eff. Date
Trapeze Software Group	Implementation services for the customization of RidePro Simplified Fare and Day Rider software	\$41,500	1.11.22

Contracts and Amendments - \$100,000 to \$200,000 awarded from 01/01/22 through 03/31/22					
Name Explanation Amount Eff. D			Eff. Date		
Absher Construction Change Order	ANGI Equipment change per revised CNG specifications	\$194,578.00	1.28.22		
Siemens Industry	Configure Genetec system for the Security Enhancements project	\$119,701.94	2.10.22		
e-Builder	Project Management Software annual licensing	\$128.762.74	3.2.22		
, ,		\$158,06.82	3.24.22		

Sole Source: A circumstance when the vendor is the sole provider of licensed or patented goods or services, or has specialized knowledge or skill needed for a project when there is limited time and vendors with the expertise.



Board of Commissioners Fact Sheet No.: 2022-013

Date: April 11, 2022

TITLE: Authority to Amend the 2022 Capital Budget to Add \$48,980 Additional Funds to the Building 4 Lobby Hardening Project, Project No. 618

DIVISION: Finance

SUBMITTED BY: Monica Adams, Sr. Project Manager

RELATED ACTION:

FS 2021-056 Authority to Amend the 2021 Capital Budget to Include Two Safety Enhancement Projects: Building 4 Lobby Hardening; and Tacoma Dome Station (TDS) Security Office Door

ATTACHMENTS: N/A RELATION TO STRATEGIC PLAN: Employee

BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No Project Name or Number: Building 4 Lobby Hardening

□Operating Budget ⊠Capital Budget

FUND	ING SC	URCE:	EXPLANATION:
Original Budget	\$	85,543	The amendment increase will be funded by capital
CEO authorized Budget Increase	\$	16,000	reserves.
Current Budget	\$	\$101,543	
Additional Budget Requested	\$	48,980	
New Budget Amount	\$	150,523	

BACKGROUND:

The reception area in Building 4 is the physical main point of contact with the public and the employee working there is often at the desk alone. The Building 4 Lobby Hardening project will include bullet resistant film on the inside of the lower windows surrounding the lobby to protect those in the lobby should there be an active shooter in the parking lot. The reception desk will be fully enclosed with bullet resistant glass to protect the receptionist. This will also secure the guest badges kept at the reception desk, which could give the intruder access to the entire building. The receptionist will be able to deny access to unauthorized person(s) through a workstation with camera view and a remote locking mechanism. The reception desk has been remodeled in a separate project and the lower half of the desk is hardened with bullet resistant fabric built into the desk. Hardening the top portion of the desk ensures we are providing a safe work environment to protect our employees.

FACT SHEET PAGE 2

The project was approved in 2021. However, the actual cost from our contractor is higher than anticipated. In order to deliver the intended project scope, additional funding is needed. The current budget is \$101,543. An additional \$48,980, including contingency, is requested. The contingency includes engineered stamped drawings if required, permit fees, and unforeseen conditions.

STAFF RECOMMENDATION:

Amend the 2022 Capital Budget to increase the Building 4 Lobby Hardening project budget by \$48,980 for a total project budget of \$150,523.

ALTERNATIVES:

Do not authorize the budget increase and continue operating without an enclosed area for the Building 4 lobby: or

Reduce the scope of the project to omit card reader access and exterior ballistic film and decrease the height of the enclosure. Neither option is recommended, as the identified safety risks could have significant adverse consequences for our employees.

PROPOSED MOTION:

Move to: Authorize amending the 2022 Capital Project to add additional funds to the Building 4 Lobby Hardening Project budget, project no. 618, in the amount of \$48,980 for a total new project budget of \$150,523.



Board of Commissioners Fact Sheet No.: 2022-014

Date: April 11, 2022

TITLE: Authority to Execute Contract No. 1418, a Multi-Year, Sole Source Maintenance and Support Agreement with Trapeze, Inc., for Maintenance of the Enterprise Asset Management Software System

DIVISION: Finance

SUBMITTED BY: Arun Kalavakolanu, Chief Technology

Officer

RELATED ACTION: N/A

ATTACHMENTS: N/A RELATION TO STRATEGIC PLAN: Internal

BUDGET INFORMATION

Is it Budgeted? \boxtimes Yes / \square No

Project Name or Number: Enterprise Asset Management

System Support Contract

⊠Operating Budget

□Capital Budget

FUNDING SOURCE:

Local Amount \$ 495,785

Grant/Other Amounts

Total Expenditure \$ 495,785

EXPLANATION:

Explanation: Funds for the support agreement are budgeted in the 2022 and future operating budgets.

Costs are as follows:

2022 - \$107,521

2023 - \$123,161

2024 - \$129,319

2025 - \$135,784

Total cost of the 4-year agreement is \$495,785

BACKGROUND:

Staff requests authority to execute a four-year maintenance and support agreement for Pierce Transit's current Enterprise Asset Management software system with Trapeze, Inc.

Pierce Transit uses the Enterprise Asset Management system to record the details of all the vehicles used to provide service to its riders, the support vehicles, and the facilities. The system is used to schedule preventive maintenance of vehicles and facilities. It is also used to document unscheduled repairs. The system also provides an inventory function which is used to manage the parts used by the mechanics. Additionally, the system has an automated

interface to capture issues/concerns noted by the operators during their pre-trip inspection. These issues and concerns are translated into work orders to ensure that the fleet stays in a state of good repair. The work order feature is used to manage the time and work allocation of almost all maintenance staff. The system also interfaces into the financial system to facilitate purchasing of parts. The interface to the Fleetwatch system ensures that mileage based preventive maintenance is appropriately triggered. In summary, the daily operational activities of the entire fleet and facility maintenance department depends on this software.

Trapeze, Inc., is the proprietary vendor for this software and is the only firm that can provide maintenance and support for the system. They have provided service over the years since 2013. This system is used by many of the leading Transit agencies around the country. Any initiative to evaluate, identify and implement an alternative software would be a multi-year project. A multi-year agreement is therefore needed to continue to ensure there is no operational disruption to the maintenance of the fleet.

STAFF RECOMMENDATION:

Staff recommends approving the support and maintenance agreement of the agency's Enterprise Asset Management software system, which has been utilized since 2013.

ALTERNATIVES:

The alternative would be to continue the contract on a year-to-year basis at the risk of being subject to higher annual cost increases. Locking into a four-year agreement will result in cost savings to the agency.

PROPOSED MOTION:

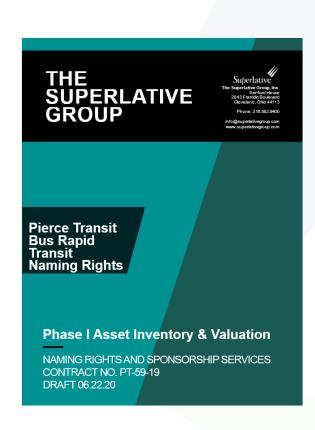
Move to: Authorize the Chief Executive Officer to Execute Contract No. 1418, a multi-year, sole source Maintenance and Support Agreement with Trapeze, Inc., for maintenance of the Enterprise Asset Management software system in the amount of \$495,785.



Action Agenda



BRT 1 Naming Rights



- The Superlative Group completed asset valuation in 2020
- Sales presentations, negotiations, contract management
- 85 prospective regional and national entities were contacted
- Developed robust package of naming entitlements for sponsor



BRT Station Naming Rights

- \$1,640,666 over 25 years (70% to Pierce Transit after commission)
- \$45,000 first year revenue, with annual increases after
- Naming rights to two BRT stations at Pacific Ave & Garfield Street
- Includes PLU identification on both stations, stop announcements, online promotions, social media, BRT maps, etc.

Pacific Lutheran University Garfield St Station

Southbound





Sponsorship Contract

- The Superlative Group negotiated a 25-year Agreement with PLU
- Superlative earns 30% commission on each fee payment to Pierce Transit
- Superlative Amendment #2 documents our commitments to Superlative
- Future sponsorships of more BRT stations will trigger additional amendments





Board of Commissioners Fact Sheet No.: 2022-015

Date: April 11, 2022

TITLE: Authority to Execute Station Naming Rights, Contract No. 1328, with Pacific Lutheran University for a Pair of Curbside Bus Rapid Transit Stations on Pacific Avenue Between Garfield Street and S. 121st Street **DIVISION: Planning & Community Development**

SUBMITTED BY: Kathy Walton, Marketing Supervisor

RELATED ACTION: N/A

FS 2022-010, Authority to Execute Amendment No. 2 to the Superlative Group Corporate Sponsorship Contract No. PT-

59-19

ATTACHMENTS: Exhibit A, 25 Year Fee Schedule RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: This contract is expected to generate \$1,640,666.88 in revenue over the 25-year

agreement.

BACKGROUND:

Pierce Transit intends to establish and operate a Bus Rapid Transit (BRT) line between Downtown Tacoma and the Spanaway Transit Center (BRT Line). This BRT Line will provide a valuable service to the residents of Pierce County, providing fast, reliable access to jobs, schools, medical services, businesses and destinations important to quality of life.

Pierce Transit's operations are funded by a combination of federal, state and local funds, including grants and taxes, as well as farebox revenue. In order to raise additional revenue, Pierce Transit will accept revenue for sponsorship of its first BRT Line in the form of a Station Naming Rights Agreement. Pierce Transit's contractor, The Superlative Group, Inc., developed a sponsorship package that is suitable to potential corporate sponsors.

After a professional search and communications with multiple organizations, The Superlative Group established a Station Naming Rights Agreement with Pacific Lutheran University for the pair of curbside Bus Rapid Transit stations on Pacific Avenue between Garfield Street & S. 121st Street, one in each direction of travel. The negotiated fee schedule for the full 25-year term of the agreement will generate revenue for Pierce Transit in the amount of \$1,640,666.88.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute the Station Naming Rights Agreement, Contract No. 1328, with Pacific Lutheran University for the pair of curbside stations described, one in each direction of travel.

ALTERNATIVES:

Do not authorize executing the Agreement at this time and instruct Pierce Transit staff to pursue revised terms in this Agreement. A second alternative is to reject this Agreement and instruct Pierce Transit to pursue an agreement with a different potential sponsor.

FACT SHEET PAGE 2

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute a Station Naming Rights Agreement, Contract No. 1328, with Pacific Lutheran University for a pair of curbside Bus Rapid Transit stations on Pacific Avenue Between Garfield Street and S. 121st Street.

Pacific Lutheran University Fee Schedule

Amendment No. 2 to The Superlative Group Corporate Sponsorship Contract PT-59-:

2022	\$22,500.00	Effective Date
Contract Year 1	\$22,500.00	Commencement Date
Contract Year 2	\$46,350.00	Anniversary of Commencement Date
Contract Year 3	\$47,740.50	Anniversary of Commencement Date
Contract Year 4	\$49,172.72	Anniversary of Commencement Date
Contract Year 5	\$50,647.90	Anniversary of Commencement Date
Contract Year 6	\$52,167.33	Anniversary of Commencement Date
Contract Year 7	\$53,732.35	Anniversary of Commencement Date
Contract Year 8	\$55,344.32	Anniversary of Commencement Date
Contract Year 9	\$57,004.65	Anniversary of Commencement Date
Contract Year 10	\$58,714.79	Anniversary of Commencement Date
Contract Year 11	\$60,476.24	Anniversary of Commencement Date
Contract Year 12	\$62,290.52	Anniversary of Commencement Date
Contract Year 13	\$64,159.24	Anniversary of Commencement Date
Contract Year 14	\$66,084.02	Anniversary of Commencement Date
Contract Year 15	\$68,066.54	Anniversary of Commencement Date
	\$836,951.12	Total Revenue for Initial Term
Contract Year 16	\$70,108.53	Anniversary of Commencement Date
Contract Year 17	\$72,211.79	Anniversary of Commencement Date
Contract Year 18	\$74,378.14	Anniversary of Commencement Date
Contract Year 19	\$76,609.49	Anniversary of Commencement Date
Contract Year 20	\$78,907.77	Anniversary of Commencement Date
Contract Year 21	\$81,275.01	Anniversary of Commencement Date
Contract Year 22	\$83,713.26	Anniversary of Commencement Date
Contract Year 23	\$86,224.65	Anniversary of Commencement Date
Contract Year 24		Anniversary of Commencement Date
Contract Year 25	\$91,475.73	
		Total Revenue for Extension Term
	\$1,640,666.88	Total Revenue for all 25 Years
	\$492,200.06	30% Commission to The Superlative Group



Board of Commissioners Fact Sheet No.: 2022-016

Date: April 11, 2022

TITLE: Authority to Execute Amendment No. 2 to The Superlative Group Corporate Sponsorship, Contract No. PT-59-19, for the Procurement of Pacific Lutheran University BRT Station Naming Rights

DIVISION: Planning & Community Development

SUBMITTED BY: Kathy Walton, Marketing Supervisor

RELATED ACTION:

FS 2022-019, Authority to Execute Station Naming Rights Agreement No. 1328 with Pacific Lutheran University.

FS 2021-035, Authorize the Chief Executive Officer to execute Amendment No. 1 to Contract No. PT-59-19 with The Superlative Group for the 30% commission of MultiCare's Naming Rights Agreement, for a total contract not to exceed amount of \$3,334,609,

FS 2021-013, Authority to Execute Amendment No. 1 to The Superlative Group Corporate Sponsorship Contract No. PT-59-19.

ATTACHMENTS: RELATION TO STRATEGIC PLAN: Financial

Exhibit A, Pacific Lutheran University Fee Schedule

BUDGET INFORMATION			
,		Project Name or Number: Bus Rapid Transit Tacoma to Spanaway Line	
	⊠Operating Budget	□Capital Budget	
F	UNDING SOURCE:	EXPLANATION:	
Current Contract Authority	\$ 3,334,608.93	Amendment to include 30% Commission for Pacific Lutheran University BRT Station Naming Rights Agreement in the amount of \$492,200.06.	
This Amendment Contract Authority	\$ 492,200.06	1 g	
Total Authority	\$ 3,826,808.99		

BACKGROUND:

Pierce Transit entered into a corporate sponsorship contract with The Superlative Group on February 21, 2020 to develop a sponsorship package suitable to market to potential corporate sponsors of the Bus Rapid Transit new Stream Line. The contract terms require an Amendment each time a sponsorship agreement is effective. Per the

contract terms, the compensation to The Superlative Group for securing corporate sponsors is 30% commission on all sales. The first amendment to the Superlative Group contract was to incorporate the 30% commission on the MultiCare Naming Rights Agreement approved by the Board on June 14, 2021.

This amendment is to incorporate the 30% commission on the Pacific Lutheran University Naming Rights Agreement as presented to the Board for approval.

This amendment increases the contract and obligates Pierce Transit to pay 30% of the \$1,640,666.88 total of Pacific Lutheran University's full term-year commitment.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute Amendment 2 to Contract No. PT-59-19 with The Superlative Group for the 30% commission of Pacific Lutheran University's Naming Rights Agreement in an amount of \$492,200.06, for a revised total contract not to exceed amount of \$3,826,808.99.

ALTERNATIVES:

Do not authorize this Amendment. This is not recommended since approval of the Pacific Lutheran University Station Naming Rights Agreement for BRT obligates Pierce Transit to pay the sponsorship commission on sales to The Superlative Group.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute Amendment No. 2 in the amount of \$492,200.06 with The Superlative Group, Contract No. PT-59-19, for procuring Pacific Lutheran University's Station Naming Rights Agreement, for a new total contract amount of \$3,826,808.99.

Attachment Pacific Lutheran University BRT Naming Rights Sponsorship Agreement Fee Schedule

Exhibit A

Contract Year	Rights Fee	Due Date (all within forty-five (45) days of receipt of invoice)	30% Commission due to Contractor
2022	\$22,500.00	Agreement Effective Date ()	\$6,750.00
Contract Year 1	\$22,500.00	Commencement Date.	\$6,750.00
Contract Year 2	\$46,350.00	Anniversary of Commencement Date	\$13,905.00
Contract Year 3	\$47,740.50	Anniversary of Commencement Date	\$14,322.15
Contract Year 4	\$49,172.72	Anniversary of Commencement Date	\$14,751.82
Contract Year 5	\$50,647.90	Anniversary of Commencement Date	\$15,194.37
Contract Year 6	\$52,167.33	Anniversary of Commencement Date	\$15,650.20
Contract Year 7	\$53,732.35	Anniversary of Commencement Date	\$16,119.71
Contract Year 8	\$55,344.32	Anniversary of Commencement Date	\$16,603.30
Contract Year 9	\$57,004.65	Anniversary of Commencement Date	\$17,101.40
Contract Year 10	\$58,714.79	Anniversary of Commencement Date	\$17,614.44
Contract Year 11	\$60,476.24	Anniversary of Commencement Date	\$18,142.87
Contract Year 12	\$62,290.52	Anniversary of Commencement Date	\$18,687.16
Contract Year 13	\$64,159.24	Anniversary of Commencement Date	\$19,247.77
Contract Year 14	\$66,084.02	Anniversary of Commencement Date	\$19,825.21
Contract Year 15	\$68,066.54	Anniversary of Commencement Date	\$20,419.96
		Total Commission for Initial Term	\$215,085.34

The following Commission shall be due to Contractor if PLU elects to extend the Station Naming Rights Agreement for ten additional years, per the contract terms. If the Agreement between Pierce Transit and PLU is			
not extended, an Amendment shall be issued to this Contract to delete the Commission for the following years.			
Contract Year 16	\$70,108.53	Anniversary of Commencement Date	\$21,032.56
Contract Year 17	\$72,211.79	Anniversary of Commencement Date	\$21,663.54
Contract Year 18	\$74,378.14	Anniversary of Commencement Date	\$22,313.44
Contract Year 19	\$76,609.49	Anniversary of Commencement Date	\$22,982.85
Contract Year 20	\$78,907.77	Anniversary of Commencement Date	\$23,672.33
Contract Year 21	\$81,275.01	Anniversary of Commencement Date	\$24,382.50
Contract Year 22	\$83,713.26	Anniversary of Commencement Date	\$25,113.98
Contract Year 23	\$86,224.65	Anniversary of Commencement Date	\$25,867.40
Contract Year 24	\$88,811.39	Anniversary of Commencement Date	\$26,643.42
Contract Year 25	\$91,475.73	Anniversary of Commencement Date	<u>\$27,442.72</u>
Total Commission for Extension Term \$241,114.			\$241,114.73
Total Obligation to Contractor for full term of PLU Agreement \$492,200.06			



Board of Commissioners Fact Sheet No.: 2022-017

Date: April 11, 2022

TITLE: Authorizing the Terms and Conditions of the Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge 160, Local 297 for the Period of January 1, 2022- December 31, 2023

DIVISION: Service Delivery & Support

SUBMITTED BY: Amy Cleveland, Executive Director of

Administration

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution

Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Employee

BUDGET INFORMATION Project Name or Number: 2022-2023 IAM CBA Is it Budgeted? \boxtimes Yes / \square No **⊠**Operating Budget □Capital Budget **FUNDING SOURCE: EXPLANATION:** Local Amount Historically, Uniform Security has underspent wages \$ 226,040 and benefits. A budget amendment is not required for Grant/Other Amounts \$ 0 this change. **Total Expenditure** \$ 226,040

BACKGROUND:

The Collective Bargaining Agreement (CBA) between Pierce Transit and the International Association of Machinists and Aerospace Workers (IAM), Local 297 expired on December 31, 2021. The parties reached a tentative agreement on March 25, 2022 and the IAM membership is expected to ratify the terms of the proposed CBA on April 8, 2022. The CBA governs the wages, hours, and working conditions for the Public Safety Officers.

Major Highlights of the Tentative Agreement Include:

[1.] Wage Schedule and Wages:

The previous wage schedule included a (6) step schedule. The Step 1 wage rate was \$21.35 per hour and the Step 6 wage rate was \$27.22 per hour.

The new wage schedule is a three (3) step schedule. The Step 1 wage rate is \$25.00, and the Step 3 wage rate is \$30.00 per hour. The new wage schedule and wage rates will become effective January 1, 2022 and will remain in effect through December 31, 2023.

- [2.] In recognition of service and dedication throughout the pandemic,
 - A. The Employer will pay each active employee a retention award equal to \$1,000.00 provided the employee worked a minimum of 1,000 hours in 2020.
 - B. The Employer will pay hazard pay to an employee equal to \$2.00 per hour up to a maximum of \$1,500.00 for hours worked between January 1, 2020 and the date of ratification.
- [3.] Changes were made to bring the IAM CBA in line with the ATU CBA in the areas of medical insurance, on-the job injury provisions, and the 457 Deferred Compensation provisions.
- [4.] Modifications were made to the Shift Bidding and Assignment provisions that will provide greater flexibility for management in making assignments due to vacancies.
- [5.] Previously negotiated Memos of Understand and Agreement reached during the life of the previous CBA were incorporated into the 2022-2023 CBA.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute the Collective Bargaining Agreement with IAM, for the period of January 1, 2022 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. 2022-004, authorizing the Chief Executive Officer to enter into and execute the Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge 160, Local 297, in substantially the same form as Exhibit A for the period of January 1, 2022 through December 31, 2023.

RESOLUTION NO. 2022-004

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Terms and Conditions of the Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge 160, Local 297, for the Period of January 1, 2022 Through December 31, 2023

WHEREAS, the Collective Bargaining Agreement (CBA) between Pierce Transit and the International Association of Machinists (IAM) District Lodge 160, Local 297, expired on December 31, 2021; and;

WHEREAS, representatives of Pierce Transit and the IAM have concluded negotiations and have agreed upon a new tentative CBA, a two-year contract covering the period of January 1, 2022 through December 31, 2023; and;

WHEREAS, the proposed CBA is expected to be ratified by the IAM membership on April 8, 2022; 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 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 Board of Commissioners authorizes the Chief Executive Officer of Pierce Transit to execute the CBA with the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge 160, Local 297 for the Period of January 1, 2022 Through December 31, 2023 in substantially the same form as Exhibit A attached hereto, and as ratified by IAM membership expected to occur on April 8, 2022.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of April 2022.

the Trui day 617 pm 2022.	PIERCE TRANSIT
ATTEST/AUTHENTICATED	Marty Campbell, Chair Board of Commissioners
Deanne Jacobson, CMC Clerk of the Board	

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

PIERCE COUNTRY PUBLIC TRANSPORATION
BENEFIT AREA AUTHORITY CORPORATION
AND THE

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

AFL-CIO, DISTRICT LODGE 160, LOCA

January 1, 2022 - December 31, 2023

The Mission

To provide professional law enforcement services for Pierce Transit and the communities we serve.

The Vision

Ensure a safe environment for employees and passengers by setting the standard for innovative Transit Policing.

We Value

☆Accountability ☆ Integrity ☆ Teamwork

☆ Professionalism ☆ Respect

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AGREEMENT

This AGREEMENT is between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY CORPORATION (hereinafter called the Employer) or any successors or assignees thereof, and INTERNATIONAL ASSOCIATION OF MACHINISTS and AEROSPACE WORKERS, DISTRICT LODGE 160, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

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.

<u>ARTICLE 2 - RECOGNITION AND BARGAINING UNIT</u>

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in RCW Chapter 41.56 as last amended of all employees employed within the bargaining unit defined by the classifications listed in Appendix A to this Agreement. During the term of this Agreement, the Employer will notify the Union of newly created job classifications that share a community of interest with positions represented by the bargaining unit. 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 (PERC) pursuant to RCW 41.56. If the job classification is to be included in the bargaining unit, the Employer will negotiate the wage rate and applicable terms and working conditions for such new classifications.

ARTICLE 3 - UNION MEMBERSHIP AND 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 he 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. New employees in positions covered by this Agreement, shall be informed that the Union is their exclusive representative, and their position is covered by the terms of this Agreement.
- C. The Employer shall notify the Union of the hire of new employees in positions represented by the Union and the labor Agreement 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 location classification, and rate of pay.
- D. When new hire orientation 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 that one (1) hour to give a presentation, answer questions and distribute materials. Attendance in such orientations(s) are voluntary.
- E. 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 deductions 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 Public Safety Chief, or designee, 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 time shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.
- B. **Authorized Representatives:** The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to resolve grievances and who will be serving on the Union's negotiation team.
- C. **Nondiscrimination:** A member of the Union acting in any official capacity whatsoever shall not be discriminated against for lawful acts as such member of the Union.
- Union Bulletin Boards: The Employer shall provide one Union bulletin board.
 Postings by the Union and its members shall be confined to such board and shall be limited to the business of the Union.
- E. **Meetings with Employer**: Authorized representatives of the Union will be allowed time off with pay to attend meetings called at the request of the Employer or its duly authorized representatives. This shall apply only to those meetings occurring during the employee's normal work shift. Attendance at meetings during non-work hours will be considered unpaid time.
- F. Union Business Leave: Employees will be granted leave without pay to participate in Union activities of a specified duration upon request to the Public Safety Chief, or designee, provided that the employee's absence will not interfere with the operating needs of the work unit. The request will be submitted at least seven (7) business days in advance and cite the duration of the assignment unless this requirement is waived by the Employer.
- G. **Time in Bargaining**: Employees serving on the Union negotiation team will not be paid by the Employer for time spent in bargaining activities, and will be considered to be on

leave. However, for pension continuation purposes, such leave for bargaining activities will be paid leave when agreement is made between the Union and Employer, where the Employer is reimbursed by the Union for all salaries, applicable payroll taxes, retirement contributions and fringe benefits paid to or on behalf of the designated employees. Such reimbursement shall be invoiced by the Employer. Upon receipt of an invoice from the Employer, the Union shall remit payment within thirty (30) days.

<u>ARTICLE 5 - WORK STOPPAGES</u>

- A. The Union and the Employer agree that the public interest requires the efficient and 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 shall be subject to disciplinary action up to and including termination.

ARTICLE 6 - MANAGEMENT RIGHTS

- A. Except as otherwise limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer.
- B. The direction of its working force and operations is vested exclusively with the Employer. Without limitation, but by way of illustration, the exclusive prerogatives, functions, authority, and rights of the Employer shall include the following:
 - 1. To direct and supervise all operations, functions, and policies of the Employer in which the employees in the bargaining unit are employed.
 - 2. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of division, office, branches, operations or facilities for budgetary or other reasons.
 - 3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereof.

- 4. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
- 5. To develop, interpret, amend, and enforce written policies, procedures, rules or regulations governing the workplace, including those described in the current Personnel Manual, provided that such policies, procedures, rules or regulations do not conflict with the provisions of this Agreement.
- 6. To assign and distribute work, including the assignment of incidental duties connected with positions even if not described in job description/classifications.
- 7. To assign shifts, workdays, hours of work, and work locations.
- 8. To discipline, suspend, demote, or discharge an employee for just cause.
- To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the Employer.

ARTICLE 7- UNION NONDISCRIMINATION

- A. The Union and Management agree to work cooperatively to ensure the achievement of the principles of non-discrimination. Further, it is mutually agreed that there shall be no discrimination based on Union membership or Union activity. Employees who believe they have been the subject of discrimination are encouraged to utilize the Agency's internal complaint procedures prior to seeking relief through external Agencies.
- B. The term "Employee," as used in this Agreement, includes both male and female employees. Contract language has been written as gender neutral whenever possible.

<u>ARTICLE 8 - GRIEVANCE PROCEDURE</u>

- A. 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. 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. Grievances shall be processed in accordance with the following procedures within the stated time limits.
- C. Steps in the grievance procedure for disputes involving contract interpretations:

 STEP 1: The Union representative shall present in writing to the Public Safety
 Chief, or designee, and the Labor Relations Office, within ten (10) business
 days of knowledge of the act or event being grieved, with a copy to the Executive
 Director of Service Delivery and Support. The grievance shall specify the alleged
 violations(s) or dispute to include 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 Public Safety Chief, or
 designee, shall have ten (10) business days after receipt of the grievance within
 which to meet and resolve the issue.
 - 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 ten (10) business days of the step one meeting. 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 may be identified by the Employer and referred back to the Union for written clarification.
 - **STEP 3**: The Executive Director of 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 email, registered or certified mail. Such notification must be received not later than thirty (30) business days after receipt by the Union of the committee's decision.

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

STEP 1: In the event that the Union Business Representative believes the grievance has merit, the grievance shall be reduced to writing and presented to the Executive Director of Administration, or designee, within ten (10) business days after receipt by the Union 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 – Discipline and Discharge. The grievance shall specify the act or event grieved, the date of the occurrence, the identity of the employee who claims to be aggrieved, and if applicable, 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 may be identified by the Employer and referred back to the Union for written clarification. Thereafter, the Union Business Representative 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: In the event 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 email, 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.

E. Arbitration Procedure:

- 1. In the event that 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 (FMCS). 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 allegedly 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.
- 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. The Arbitrator will not have the authority to make any award that provides an employee with compensation greater than would have resulted had there been no violation of the 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. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any mutually agreed upon postponements or cancellations will be shared 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. This grievance and arbitration process is the exclusive mechanism to resolve disputes involving the interpretation of this Agreement, including disciplinary actions. If issues raised in a grievance under this Agreement are also subject to claims based on laws independent of this Agreement, the Union and affected employees must choose whether to pursue the grievance and waive the other claims, or pursue the independent claims and waive the right to contest the grievance through arbitration. The choice of which route to pursue must be made before requesting arbitration.
- 11. No issue whatsoever shall be arbitrated or subject to arbitration under this agreement 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. Any and all time limits specified in the grievance procedure may be waived in writing by mutual agreement of the parties. Failure by the employee/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 Public Safety Chief, or designee, 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 Employer. The Employer will provide this physician with a description of the work to be performed and its physical parameters, as well as a written summary of any Employer concerns related to fitness for duty. The employee will fully cooperate in the exam, including providing any information and/or medical records that the examining physician deems relevant.
- C. When the examining physician reports that an employee is physically or mentally unfit to perform work in the position in which the employee is employed, such employee shall have a period of three (3) working days from the date of his/her notification of such determination by the examining physician to indicate in writing to the Executive Director of Administration their intention to submit the question of his/her physical or mental unfitness to a physician of their own choice. The cost of the examination shall be at the employee's own expense. This physician shall also be provided a description of the work to be performed and its physical parameters, as well as a written summary of 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 twenty (20) 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, and chosen from a list provided by the Union of five (5) licensed physicians on the Washington State Department of Labor & Industries (L&I) current list of registered providers. Failure to agree on an examining physician within thirty (30) days of receipt of the list shall be considered a default to the Employer's examiner unless an extension is mutually agreed upon. 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; however, such actions shall be subject to the grievance procedure in Article 8 of this Agreement.

ARTICLE 10- PROBATIONARY EMPLOYMENT

- A. New employees shall be subject to a probationary period of nine (9) months, provided that the Employer may extend such probation period for a maximum of three (3) additional months. The probationary period shall include the academy and field training programs.
- B. Probationary employees shall not be considered regular employees, and their retention as employees shall be strictly within the discretion of the Employer. Such employees shall not have recourse to the grievance procedure with regard to disciplinary actions including discharge. When a probationary employee is discharged, the employee may demand that a Union representative be present.
- C. An employee who is promoted shall be required to complete a probationary period of six (6) months during which retention in the new position will be at the Employer's discretion. However, if the employee fails to successfully complete a probationary period, he/she shall be permitted to return to the position from which he/she was promoted.
- D. Periods of absence from work (both paid and unpaid) as well as time worked in a light or transitional duty assignment will not be included in computing the probationary period.

<u>ARTICLE 11 - DISCIPLINE AND DISCHARGE</u>

- A. Written reprimands, 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 reprimands and notices.
- B. An employee may be suspended without pay, demoted or dismissed for cause.
 - 1. The employee or delegate shall be given a copy of the notice of disciplinary action, which includes a statement of reasons for the action.
 - The Union may grieve a suspension, disciplinary demotion, or dismissal by filing a written grievance in accordance with the procedures specified in Article 8 – Grievance Procedure, Section D.

- 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 reasons for such decision should be carefully documented. Grounds for immediate dismissal may include:
 - 1. Actions in violation of the Pierce Transit Drug & Alcohol Policy to include:
 - a) The possession of, use of, or impairment by, any illegal or prohibited drug, or misuse of legally prescribed drugs.
 - b) The possession of, use of, or impairment by, alcohol while on duty or in uniform. The term "possession" as used in this article shall not be construed to include the temporary possession of alcohol, drugs or other substances that arises as a result of or in connection with the employee's performance of job duties.
 - 2. Dishonesty:
 - 3. Mishandling of Employer revenues;
 - 4. Insubordination;
 - 5. Striking or abusing a supervisor, customer or fellow employee;
 - 6. Misuse of Agency equipment;
 - 7. Mishandling of physical evidence;
 - 8. Conviction of a crime; and
 - 9. Conduct unbecoming.

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.
 - 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 position.
 - a) Employees who are promoted to a classification not included in the bargaining unit shall have their classification seniority frozen and will lose

- said seniority at the conclusion of one (1) year (to include the probationary period).
- b) An employee who is temporarily appointed to a classification shall not accrue seniority in that classification but shall continue to accrue seniority in their classification.
- c) Employees moving from one classification to another classification within this bargaining unit will have their seniority frozen in their previous classification.
- B. Leaves of absence without pay exceeding thirty (30) consecutive calendar days will result in a commensurate reduction of seniority with the exception of qualified Family Medical leaves and military leaves.
- C. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. However, seniority shall not be lost in a lay off situation.

ARTICLE 13 - LAYOFF & RECALL

A. Layoff:

- 1. In the event of a layoff, the Employer shall determine the classifications in which positions are to be reduced. In determining which employees in the affected classifications will be laid off, primary consideration will be given to individual performance and qualifications required for the remaining jobs. Where there is more than one employee in an affected classification of work and where individual performance and qualifications are substantially equal as reasonably determined by the Employer, seniority in the relevant job classification will be determinative. 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 right shall be exercised only once in any layoff.
- 3. Seniority for benefits purposes shall not accrue during layoff, but seniority for job bidding purposes shall continue to accrue during layoff.

B. Recall:

- Employees shall be recalled in the reverse order of layoff as provided in Section A above.
- 2. Notice of recall shall be sent to employees at their last known address by registered or certified mail. It is the employee's responsibility to keep the Employer informed of his/her current address. If any employee fails to report for work 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. Recall rights of any employee shall expire twenty-four (24) months from the date of layoff.

C. Furlough:

- 1. 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.
- a. 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 24 hours for employee in that classification to volunteer for furlough.
- b. 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.
- 2.Medical Benefits: For any non-probationary/trainee employee who is placed on furlough and qualifies by Employment Benefit Security Benefits, the Employer will continue to provide p 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 the IAM 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 employees remain on furlough, the Employer and the Union will meet to determine the future status of said employees to include healthcare benefits under COBRA.

- 3. 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 cased out per the Collective Bargaining Agreement.
- 4. 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.
- 5. Reasonable Contact: Furloughed employees must remain in contact on a once weekly basis with their supervisor and will provide a current phone number to Human Resources. Should an employee fail to notify Human Resources of her/his intention to return to work within three (3) business days from the date of being contacted, the employee will be considered to have quit.
- D. 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, or the duration of layoff.

ARTICLE 14 - INSURANCE AND OTHER BENEFITS

A.Medical, Vision and Dental Insurance

- 1. General Benefit Information:
 - a. The Employer will provide medical, dental and vision insurance plan coverage for all eligible employees and their dependents.
 - b. 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 agency, 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 the Employer insurance, neither may receive the optout provision by refusing the Employer's insurance.

- c. An employee may elect to cover his/her domestic partner of 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 provided will determine the verification documentation required for domestic partnership, spouse, and dependent enrollment.
- d. 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 tot 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.
- e. Medical, Dental and Vision plan design is outlined per the AWC Benefit Trust and agreed to between the parties.
- f. Employees will be offered the option of participating in a flexible spending account.
- 2. Medical, Dental and Vision Insurance:
- a. The Employer will pay the actual premium cost of 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 to the following:
- i. Effective upon ratification, employees regularly scheduled thirty (30) hours or more per week will pay a ten percent (10%) premium cost share for all medical and dental plans.
- ii. 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
- b. All premium cost sharing will be based on actual AWC rates.

B. 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 fifty percent (50%) of the cost of this premium for each employee on the plan.
- 2. The minimum group life insurance coverage 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 (\$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.
- C. **Assault Benefit:** The Employer shall pay a principal sum of fifty thousand dollars (\$50,000) to an eligible employee who is feloniously attacked 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 will be in addition to the benefits the employee might be entitled to under state workers' compensation laws. For employees claiming dismemberment or a permanent total disability, eligibility for the assault benefit will be determined by the method outlined in Article 9 of this Agreement.
- D. **Long-Term Disability**: The Employer shall pay one hundred percent (100%) of the premium for long-term disability insurance for each eligible employee. The long-term disability plan shall have a minimum ninety (90) day waiting/elimination period. The benefit will be a percentage 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.

E. **457 Deferred Compensation:** The Employer shall pay on a dollar-for-dollar match basis a percentage of wages into a deferred compensation savings program. The match applies to employees who have completed their initial probationary period. The match shall be based on years of agency service. Employees participating in the program will receive an annual match according to the following:

Employees with: Shall receive up to:

Less than 10 yeas 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. On the Job Injury:

- 1. 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.
- 2. Eligibility: The employee's eligibility for this supplemental payment for 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 account 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 (30) days of eligible time-loss, and (b) eighty percent (80%) for the next thirty (30) days of eligible time-loss.
- 3. Limitations: Such payment 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:
 - a. 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.
- b. 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.
- 4. 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 charge in premium share for a period of six (6) months.

ARTICLE 15 - WAGES AND OVERTIME COMPENSATION

A. Wages:

1.Employees covered by this Agreement shall be compensated in accordance with the following wage schedule:

Step 1 Step 2 Step 3

\$25.00 per hour \$26.74 per hour \$30.00 per hour

2.The wage schedule will become effective January 1, 2022 and will remain in effect through December 31, 2023. Retroactive wage payments will only be made to employees employed on the ratification date of the CBA.

- 3. Employees hired after the ratification date of this agreement will begin at the first step in the assigned wage range and will move to the next step at the end of the probationary period. Subsequent wage step increases will be on an annual basis. Eligibility for any step increase will require satisfactory employee performance as determined by the Public Safety Chief or designee.
- 4. If the Public Safety Chief, or designee, 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) business days prior to the effective date of the scheduled wage increase. The scheduled increase shall then be suspended until such time that the employee's performance has returned to a satisfactory level.
- 5. Leaves of absence without pay in excess of fifteen (15) calendar days, except for military leave or for Armed Forces pre-induction purposes, will not be included in computing time for an employee's scheduled annual increase.

B. **Overtime**

- The overtime rate of time and one-half the employee's regular base wage shall
 be paid for hours worked in excess of forty (40) hours in a workweek.

 Overtime work, whether as part of a single shift or by reason of call back,
 must be approved in advance by a supervisor. Leave without pay will not be
 considered time worked for the purposes of computing overtime hours.
- Work performed by employees on their scheduled day off will be paid at time and one-half the regular base rate of pay when time worked in the workweek exceeds forty (40) hours. Leave without pay will not be considered time worked for the purposes of computing overtime hours.
- 3. Overtime or premium pay shall not be paid more than once for the same hours under any provision of this Agreement. Whenever two or more overtime or premium rates appear applicable to the same hours, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of applicable rates shall apply.

ARTICLE 16 – HOLIDAYS

A. The following are holidays for all regular and probationary 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 19th)

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 shall have two (2) paid personal holidays per calendar year for which time off shall be mandatory; these days off to be mutually agreed to by both employee and employer. To be eligible for these holidays, employees must have been, or are scheduled to be, continuously employed by the Employer for more than four (4) months as a regular or probationary employee during the calendar year of entitlement.
- 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.
- E. 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.
- F. Holiday pay for full-time employees 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).
- G. **Holiday Premium:** Employees covered by the Agreement who work on any holiday

- as designated in this Article shall be paid at a premium rate equivalent to time and one-half the employee's regular rate of pay, exclusive of any other special or premium pay for hours actually worked in addition to holiday pay.
- H. 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 on a holiday, who are unable to work due to an authorized purpose covered by Washington Paid Sick Leave (WPSL) as described in Article 18.C, may elect to supplement the holiday pay with two (2) hours of accrued WPSL.
- I. Employees who are scheduled to work ten (10) hours per day for four (4) days per week, 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 hours a day, five days a week).
 - 1. Use two (2) hours of vacation leave without pay; or
 - 2. Use two (2) hours of accumulated vacation leave.

ARTICLE 17 - VACATION LEAVE

A. Rate of Accrual of Vacation Leave:

- 1. Regular or probationary full-time 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. Part-time employees shall accrue a pro-rated amount proportionate to the number of hours in a paid status not to exceed what a full-time employee would earn. 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 accrue vacation.
- 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 2011 will complete five (5) years in September 2016. On January 1, 2016 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, 2020.

- 3. New employees shall not be eligible for vacation leave until they have completed six (6) months of service, but shall accrue vacation based on the above schedule beginning from the date of their appointment.
- 4. 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 Vice President 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. Permissible Use of Vacation Accruals with Pay:

- Vacation leave may not be taken without prior managerial approval 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.
- Vacation leave shall be charged as actual time used.
- 3. Employees will not request or be authorized to take scheduled vacation if the leave balance is insufficient to cover the absence.

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 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 pay for a maximum of ten (10) hours per day at the employee's basic rate of pay, exclusive of special or premium pay.
- **D.** Vacation Sell-Back: 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;
 - Employee must submit the appropriate form in November of each year for managerial approval;
 - 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. Introductory Statement: Washington's paid sick leave law, Initiative 1433, took effect on January 1, 2018 and is published at RCW 49.46 and WAC 296-128. The law applies to all employees covered by this Agreement. To ensure compliance with the law, the Employer and Union agree to two separate sick leave accruals: (1) Washington Paid Sick Leave (WPSL), which is accrued and administered based on the minimum requirements of the law; and (2) Pierce Transit Sick Leave (PTSL), which is an additional leave benefit accrued and administered based on language from the Employer's policies

and this Agreement. Accrued sick leave as of December 31, 2017 has been preserved as PTSL.

The Employer and Union recognize that employees have statutory rights to WPSL that may not be abridged by the Agreement or by the Employer's policies. Should any provision of this Agreement or the Employer's policies conflict with the law, then the minimum requirements of the law shall prevail. The specific details concerning the eligibility, accrual, authorized purposes, usage priority, separation rights, notice for use of WPSL, verification of WPSL usage, and other terms of WPSL and PTSL are governed by the Employer's policies, provided nothing in those policies shall conflict with any express language of this Agreement.

- **B. Eligibility for Sick Leave:** The following provisions, unless otherwise specified, apply to all regular and probationary employees:
 - 1. Accrual Washington Paid Sick Leave (WPSL):
 - a. All Employees: All categories of employees, including full time, probationary and part-time employees accrue WPSL at the statutory rate of 0.025 hours for each hour worked, including overtime hours but excluding paid or unpaid leave. For example, an employee working eight (80) hours in a bi-weekly pay period accrues two (2) hours of WPSL for that pay period. There is no limitation on the amount of WPSL that may be accrued each calendar year.
 - b. WPSL 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. Carryover Washington Paid Sick Leave (WPSL): Regular and probationary employees may carryover 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 PTSL. For example, an employee who ends a calendar year with sixty (60) hours of accrued WPSL will have twenty (20) hours of WPSL converted to PTSL.
 - 3. Accrual Pierce Transit Sick Leave (PTSL):
 - a. Regular and probationary full time employees shall accrue PTSL for each bi-weekly pay period in which they have a minimum of fifty-six (56) hours in a paid status. The PTSL accrual rate will vary dependent upon the amount of WPSL accrued during the same bi-weekly pay period.

WPSL and PTSL, when combined together, will accrue at the total 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 PTSL, for a combined total 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 PTSL, 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 PTSL.

- b. Eligible employees who are on a leave of absence for active duty training purposes with the Armed Forces of the U.S. shall accrue PTSL.
- c. PTSL 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.
- d. Part-time employees shall accrue 0.02115 hours of PTSL for each hour worked, including overtime but excluding any types of paid or unpaid leave, and 0.046155 hours for each hour of paid time off where the employee is not working. Part-time employees who have accrued ninety-six (96) hours of combined WPSL and PTSL during the calendar year will stop accruing PTSL for the remainder of the calendar year.

C. Permissible Use of Paid Sick Leave:

- 1. Washington Paid Sick Leave (WPSL) may be used for the following authorized purposes:
 - a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
 - b. An absence to allow an employee to provide care for a "family member" with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family

- member who needs preventative medical care. Solely for purposes of Article 18.C.1.b, "family member" shall mean a spouse, registered domestic partner, child¹, parent², grandchild, grandparent, and sibling.
- c. When the Employer has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for any health-related reason.
- d. Any absence that qualifies for leave under Washington's Domestic
 Violence Leave Act, RCW 49.76.
- e. Bereavement leave as defined per Article 19 Bereavement Leave.

2. Pierce Transit Sick Leave (PTSL) may be used for the following purposes:

- a. Injury or illness of employees to the extent it constitutes a hazard to the safety or health of themselves or other employees.
- b. Medical or dental care for the employee.
- c. Quarantine of employee by a medical provider or health official due to exposure to contagious disease.
- d. On-the-job injuries during the first three (3) days if not eligible for Worker's Compensation.
- e. Serious injury or illness to immediate family members to whom the employee is providing care. Solely for purposes of Article 18.C.2.e, "immediate family member" shall mean a spouse or registered domestic partner, a biological, adopted, foster or step-child under eighteen (18) years of age or a child or any age who is incapable of self-care because of a mental or physical disability, a biological, adoptive, foster or step-parent, a parent-in-law, a grandparent, or a grandparent-in-law.
- f. Bereavement leave as defined per Article 19 <u>Bereavement Leave</u>.
- g. Serious injury or illness to those relatives dependent upon the employee, constituting an emergency or crisis, and requiring the attention of a physician subject to the requirements of subsection 18.E.7. hereinafter set forth.
- h. Pre-induction physical for service in the U.S. Armed Forces.

¹ Child of the employee to include 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.

² Parent of the employee or the employee's spouse or the employee's registered partner to include a biological, adoptive, de facto, foster, or step parent or a legal guardian or a person who stood in loco parentis when the employee was a minor child.

- i. Illness or disability due to pregnancy or conditions related thereto.
- j. Any qualifying use of accrued sick leave under statutory regulations, such as Family Medical Leave Act (FMLA), Military Family Leave Act (MFLA), Family Care Act (FCA), Domestic Violence Leave, Pregnancy Disability, etc.

D. Requirements for Washington Paid Sick Leave (WPSL):

All requirements relating to WPSL to include employee notification requirements for foreseeable and unforeseeable absences, medical verifications for absences exceeding three (3) consecutive days are as described in the Employer's policies.

E. Requirements for Pierce Transit Sick Leave (PTSL):

- Notice and Verification.
 - a. Employees should provide at least twenty-four (24) hours' notice to his/her supervisor of the need to miss work to attend pre-scheduled medical or dental appointments. Appointments so scheduled and requiring four (4) hours or less of absence will not count as a "sick leave occurrence" for disciplinary purposes. Written medical verification upon the approved form must be submitted to qualify for this exemption.
 - b. Employees relieved from work in response to a family medical emergency of four (4) hours or less will not be charged with a sick leave occurrence. Family members shall be as defined in this Article 18.C.2.e. Written medical verification upon the approved form must be submitted to qualify for this exemption. Employees are limited to three (3) exemptions for such emergencies per calendar year.
- 2. PTSL shall be charged as actual time used.
- 3. If unable to report for duty, employees must notify the supervisor no later than one (1) hour prior to the beginning of the assigned shift and provide a reason for the absence. Failure to call in at least one (1) hour prior to the scheduled report time constitutes a "late report."
- 4. Employees must keep their supervisor informed of their condition if an absence exceeds four (4) working days in duration.
- 5. For each absence an employee must submit upon the approved form an explanation of the reason for such absence. A statement by the attending physician is required if an absence caused by illness or injury to the employee extends beyond three (3) working days, or for each absence, if requested by the

- supervisor.
- 6. Employee 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.
- 7. PTSL shall be granted to an employee for a health condition suffered by a child under eighteen (18) years of age which requires treatment or supervision. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required, if requested by the supervisor.
 - Upon approval by the supervisor, a maximum of five (5) days of PTSL may be granted for a serious illness or injury suffered by a relative (other than a child under 18 years of age) who is dependent upon the employee. In the event of any such absence, a statement by the attending physician attesting to the nature and seriousness of said injury or illness shall be required, if requested by the supervisor.
- 8. Employees who have served in higher or lower positions on temporary appointments shall be paid for PTSL at the basic rate of pay appropriate to the classification, exclusive of premium or special pay, in which they worked the majority of the time in the six (6) month period immediately prior to the effective date of the PTSL taken.
- 9. Employees separating employment with the Employer prior to the completion of the probationary period shall not be compensated for any accrued PTSL.

F. Enforcement of Sick Leave Provisions (applicable to both WPSL and PTSL):

- Misrepresentation of any material facts in connection with the usage of sick leave (WPSL and/or PTSL) by any employee shall constitute grounds for suspension or discharge.
- Sick leave (WPSL and/or PTSL) pay shall be withheld in the event of unauthorized use.

G. Cash-Out of Sick Leave Accruals at Separation (applicable to both WPSL and PTSL):

After completion of the probationary period, employees separating employment from the Employer shall be compensated for accrued sick leave as follows:

- 1. An employee separated from the Employer due to death or retirement for disability or length of service from the pension system shall be compensated to the extent of fifty percent (50%) of sick leave accruals, including both WPSL and PTSL, up to a maximum accrual of nine hundred sixty (960) hours. All accrued WPSL will be compensated first, followed by accrued PTSL, for a combined cash-out total of nine hundred sixty (960) hour maximum. For example, an employee who separates with forty (40) hours of WPSL and two thousand two hundred (2,200) hours of PTSL will be compensated for forty (40) hours of WPSL and nine hundred twenty (920) hours of PTSL, for a combined total of nine hundred sixty (960) hours cashed out. All WPSL will be cashed out at the employee's "normal hourly compensation", as that phrase is defined by Washington law. All PTSL will be cashed out at the employee's base rate of pay (without premiums or specialty pays).
- 2. A regular employee separated in good standing from the Employer for any reason other than death or retirement shall be compensated at twenty percent (20%) of sick leave accruals, including both WPSL and PTSL, up to a maximum accrual of nine hundred sixty (960) hours. All accrued WPSL will be compensated first, followed by accrued PTSL, for a combined cash out total of up to the nine hundred sixty (960) hour maximum. All WPSL will be cashed out at the employee's "normal hourly compensation", as that phrase is defined by Washington law. All PTSL will be cashed out at the employee's base rate of pay (without premiums or specialty pays).

H. 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 (both WPSL and PTSL) accruals restored upon repayment to the Employer of the twenty percent (20%) payment as herein provided.
- 2. An employee who is rehired by the Employer within twelve (12) months of separation may have WPSL restoration rights, as required by Washington law and described in the Employer's Sick Leave policy.

I. Leave of Absence Without Pay:

Upon application by a regular employee, a leave of absence without pay may be granted by the Public Safety Chief, or designee, for the entire period of disability

because of sickness or injury. The application will include medical documentation supporting the need for the leave and the date the employee will be or is expected to be able to return to work. Any request for an extension of the leave of absence beyond the original return to work date must be substantiated by specific information from the attending physician or from a designated physician as to the underlying facts and circumstances that prevent the employee from returning to duty. In event of a failure or refusal to supply such a document or if the document does not clearly show sufficient disability to preclude an employee from the performance of his/her duties, the Public Safety Chief, with the concurrence of the Executive Director of Administration, or designee, may cancel such leave of absence and require the employee to report for duty on a specified date. In the event the employee is unable to return to work and perform the regular duties of his/her classification, with or without a reasonable accommodation, the Employer may proceed with a no-fault medical separation from employment.

<u>ARTICLE 19 - BEREAVEMENT LEAVE</u>

- A. All regular and probationary employees are eligible to take bereavement leave for the death or funeral of a spouse or domestic partner, parent, step-parent, parent-in-law, foster parent, brother, brother-in-law, sister, sister-in-law, child, step child, foster child, grandparent, grandchild, son-in-law, daughter-in-law, aunt or uncle of the employee. Pay is subject to the requirements of subsection B of this Article.
- B. Upon approval by the supervisor, a maximum of five (5) days sick leave may be granted for the death of an individual in a category of relationship set forth in Subsection A of this Article.

C. Enforcement of Bereavement Leave Provisions:

- Misrepresentation of any material facts in connection with the usage of leave for bereavement purposes by any employee shall constitute grounds for suspension or discharge.
- 2. Paid leave pay shall be withheld in the event of unauthorized use.

ARTICLE 20 – WASHINGTON PAID FAMILY MEDICAL LEAVE

RCW 50A.04 provides a new Paid Family Medical Leave (PFML) benefit to workers in Washington state starting in January 2020. To fund this new benefit, effective January 1, 2019, 0.2533% of the employee's wage earnings will be deducted via a payroll tax. Pierce Transit will contribute the amount which employers are required to contribute towards the employee medical leave portion of the premiums, which is 0.1467% of the employee's wage earnings for 2019 and 2020. A maximum limit on the amount of employee wages subject to taxation will be set by the commissioner annually.

Starting in 2021, the tax rate may be adjusted as authorized by RCW 50A.04.115. The parties agree that Pierce Transit will collect the employees' portion of premiums and surcharges and remit them to the state as required by statute, and the employees agree to allow such deductions.

ARTICLE 21 - JURY DUTY AND COURT APPEARANCES

- A Jury Duty: Employees who lose time from an assigned schedule of work because of jury duty service shall be paid for such time lost at their basic hourly rate; jury duty fees shall be offset against such pay. As soon as practicable, 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.
 - 1. Employees with shifts ending prior to 5:00 p.m. will be required to report to work when three (3) or more hours of the regularly scheduled shift remain after release by the court.
 - 2. Employees with shifts beginning after 2:00 p.m. 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.

B. Court Appearance:

1. An employee required to testify in court or before an administrative agency during off duty hours for matters directly arising out of his/her duties on behalf of the Employer shall be paid a minimum of two (2) hours at the basic hourly rate. Where such attendance is an extension of the end of the regularly scheduled shift this minimum shall not apply. Court minimum shall be paid unless the court appearance cancellation information is available to the

- employee by 5:00 p.m. the day before a required appearance.
- 2. Telephonic Testimony: Subject to the provisions in B.1 of this Article, an employee shall be paid a minimum of one (1) hour at his/her basic hourly rate of pay when allowed to provide testimony via telephone in lieu of a live courtroom appearance.
- C. Employees shall not be eligible for paid court appearances when:
 - 1. Subpoenaed to serve as a witness or called to make a deposition in a case in which Pierce Transit is a defendant if the employee is a plaintiff in the case.
 - 2. Service is not directly related to the business of the agency.

ARTICLE 22 - OTHER STANDARD WORKING CONDITIONS

- **A. Bus Passes:** All current and retired employees of the Employer and one family member are eligible for transit passes from the Employer. ORCA cards are issued for the exclusive use of active employees.
- **B.** Payday: Payday shall be every other Friday.
- **C. Safety Standards**: The Employer and the Union mutually agree that there shall be compliance with legally binding safety standards as outlined in applicable federal and state regulations, and any other Pierce Transit Safety Policies.
- **D.** Retirement System Coverage: Bargaining unit employees shall be members of the Public Employees Retirement System (PERS) except that individuals previously employed by the City of Tacoma will be reenrolled in the City's retirement plan.
- **E. Mileage**: Bargaining unit employees required to use their own private vehicles on the job shall be reimbursed at the prevailing IRS rate.

ARTICLE 23-WORKING CONDITIONS

A. Workweek: Forty (40) hours will constitute a workweek. This period will normally consist of five (5) eight (8) hour days with two (2) consecutive days off. The Employer reserves the right to adopt a workweek consisting of four (4) ten (10) hour days (4/10's) with three (3) consecutive days off. If a 4/10 schedule is implemented, provisions of this Agreement relative to eight (8) hour days shall be converted to a ten (10) hour application. Note: For those employees on a 4/10 schedule, reference Article 16 –

<u>Holidays</u>, Subsections H and I.; Article 17 – <u>Vacation</u>, Subsection C.4.; and Article 18 – <u>Sick Leave</u>, Subsections D and E.2 for how to make appropriate adjustments when holidays or leave fall, or are taken within the workweek.

- **B. Assignment of Overtime:** The most cost-effective, productive solutions will be considered in assigning overtime.
 - Overtime with seventy-two (72) or more hours of advanced notice will be assigned to the most senior employee who volunteers so long as it occurs within a reasonable time period. On the overtime posting, management will provide employees with a reasonable period by which to volunteer for the overtime assignment and will specify a date and time by which the overtime assignment will be made.

Overtime with less than seventy-two (72) hours of advanced notice will be assigned on a first come, first served basis.

Employees working voluntary overtime must maintain a minimum of eight (8) hours between one work day to the next work day.

- The Employer may mandate overtime if employees do not volunteer.
 Assignments will be made in reverse order of seniority.
- 3. In situations that the Employer deems emergent, such as weather-related conditions, accidents, or security incidents, the Employer will assign overtime to the employee(s) possessing the skills and abilities necessary to effectively and efficiently address the issue.
- **C. Minimum Time Credit:** Employees shall receive a minimum of two (2) hours work each time they are required to report for work, except when attending committee or administrative meetings on a voluntary basis. In these instances, the minimum shall be one (1) hour.
- **D.** Call Back: A minimum of two (2) hours shall be paid for reason of call back when required to report for work in excess of the employee's established workday or workweek.

E. Training Pay:

- 1. Employees assigned to train new Public Safety Officers shall be paid an additional two dollars (\$2.00) per hour when working in such an assignment, including paid time off (PTO). Time shall be paid to the nearest quarter hour.
- 2. When directed by the Employer to conduct a training event, employees

certified and/or credentialed to provide such instruction shall be paid an additional one dollar (\$1.00) per hour; time shall be paid to the nearest quarter hour.

F. Acting Pay: Employees temporarily assigned by the Chief to assume the full scope of duties of a non-represented position for a term that exceeds 15 calendar days will receive a higher rate of pay for the duration of the assignment. The employee will be placed on the step of the appropriate salary grade that most closely approximates a 5% increase over base wage excluding overtime and all other premium pays.

G. Work Assignments:

- 1. Shift bidding for regular employees shall occur twice a year as follows:
 - a. The new schedule shall be posted at least five (5) working days prior to signing.
 - b. Employees may only sign an assignment for which they are qualified to work.
 - c. In order of classification seniority, employees will select an assignment.
 - d. To provide some relief for employees working the night shift, with management approval, a voluntary shift trade is allowed between a night shift employee with either a day shift or swing shift employee so long as the voluntary shift trade does not incur overtime for either employee. The voluntary shift trade shall be for a consecutive period not to exceed two (2) months and shall be limited to no more than one (1) voluntary shift trade per bid cycle. Voluntary shift trades between day shift and swing shift employees are not allowed.
- 2. Probationary employees will not participate in the bidding process and will be required to rotate their shift assignments per departmental needs and/or training objectives. Once the new employee has passed probation, he/she will be placed into a shift slot available from the most recent shift bidding process.
- 3. The Employer reserves the right to assign employees and/or modify work schedules to meet the reasonable operating requirements of the department.
- **H. Shift Differential Pay:** Employees are eligible for shift differential pay of one dollar fifty cents (\$1.50) per hour when working graveyard shift (which will be designated on the shift bidding sheet) and seventy-five cents (\$0.75) per hour when working swing

shift (which will be designated on the shift bidding sheet). Employees with shifts beginning prior to the start of the graveyard shift will not be eligible for any differential pay. Employees working a 4/10 schedule in the provision of the Sound Transit service will be eligible for shift differential pay of one dollar and fifty cents (\$1.50) or seventy-five cents (\$0.75) per hour worked when such assignment begins on or after the start time for the graveyard shift or the swing shift, whichever is applicable. 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 discretion of management.

- I. Meal Periods: Pursuant to RCW 49.12.187, as amended by SSB 6054, Laws of 2003 c. 401, laws of 2003, the Employer and Union agree to meal periods that vary from and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to meal periods. Employees working a straight shift of up to ten (10) hours are permitted to eat intermittently during their shift as duty requirements allow. 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. Work Apparel and Equipment: The Employer shall supply employees with uniforms and/or personal protective equipment on the basis of need. Only items authorized and issued by the Employer may be used while on duty. If the nature of the assignment shortens the expected useful life, replacements shall be issued more frequently on a case-by-case basis. Employer supplied clothing, equipment and materials shall remain the property of the agency; upon separation of employment an employee shall return all such items unless otherwise approved by the Public Safety Chief.
- **K. Footwear**: The Employer will reimburse each employee via receipt and reimbursement for the purchase of appropriate, approved footwear to a maximum of two hundred dollars (\$200) every calendar year.
- **L Notification Requirements:** Employees are required to report all arrests, criminal citations, and any court-imposed sanctions or conditions that may affect their fitness for duty to the supervisor or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

- M. Drug and Alcohol Testing: The Employer is committed to promoting high standards of employee health, safety and conduct. In order to insure the integrity of the department and preserve public trust and confidence, employees may be screened or tested to determine the presence of alcohol and/or controlled substances. This shall include random testing, as well as reasonable suspicion testing. The Employer will follow the applicable policies and procedures established in the Pierce Transit Drug and Alcohol Policy and Procedure Manual in administering this program.
- N. Direct Deposit: Each employee shall:
 - Designate an account that can accept direct deposits from the Employer and into which the Employer shall deposit wages and other moneys according to the established pay schedule and distributed on pay day; and
 - Provide the Employer an address to which the Employer or its agent may mail checks when necessary. The Employer will provide a Direct Deposit Advice to each employee confirming direct deposits to their account.

ARTICLE 24- 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 25 - 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 26 - DURATION

Term of Agreement: This Agreement shall remain in full force and effect from January 1, 2022 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. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin at least ninety (90) days, and in no event later than sixty (60) days, prior to the termination of this Agreement.

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE

PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY CORPORATION AND THE

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO, DISTRICT LODGE 160, LOCAL LODGE 297

Signed this	day of	, 2022.	
FOR THE PIERO AUTHORIITY CO	CE COUNTY PUBLIC ORPORATION:	CTRANSPORTATIO	ON BENEFIT AREA
Board of Commi	ssioners, Chairpersor	<u> </u>	
Deana Jacobsor	n, Clerk to the Board	_	
FOR THE INTER WORKERS:	RNATIONAL ASSOCI	IATION OF MACHIN	NISTS AND AEROSPACE

APPENDIX A- SHIFT BIDDING / SCHEDULE

The 2018-2021 Shift Bidding/Schedule will be included without the reference to the provision regarding the filling of PSO vacancies.



MAINTENANCE & OPERATIONS BASE INFRASTRUCTURE AND FACILITIES IMPROVEMENT PROJECT (MOBI)

BOARD MEETING APRIL 11, 2022









Program Overview





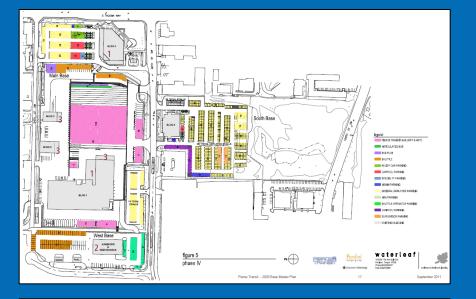


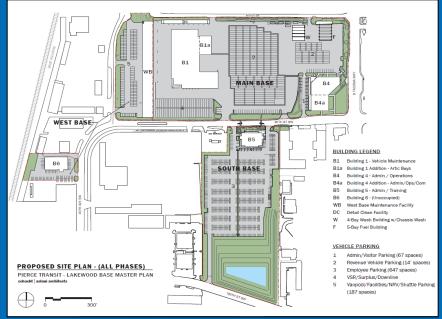


Base Master Plan - Progression

- 2003 Perteet / Pardini-Meadows
- 2008 Waterleaf
- 2016 Schats Aslani
- 2018 Huitt-Zollars







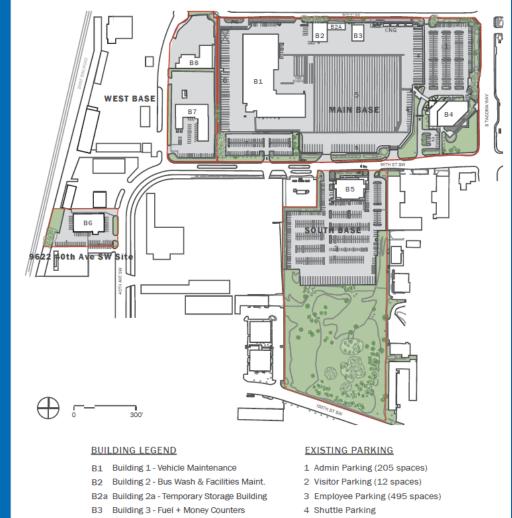








EXISTING BASE PROPERTIES



- B4 Building 4 Admin / Operations
- B5 Building 5 Admin / Training
- B6 Building 6 Building 6 Unoccupied
- B7 Building 7 Former County Warehouse Storage
- B8 Building 8 Screaming Eagle Storage
- 5 Revenue Vehicle Parking
- 6 Surplus / Downline
- 7 Employee Parking (84 spaces)

AS ADVERTISED IN RFQ PT-04-18

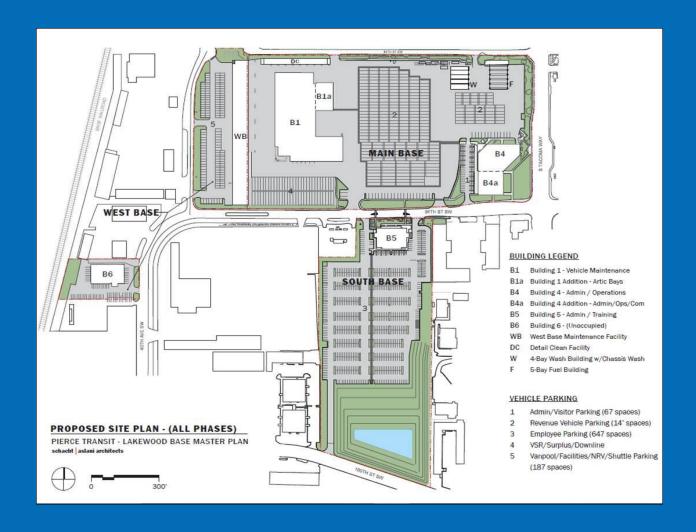








PREFFERED ALTERNATIVE As Advertised in RFQ PT-04-18











RFQ PT-04-18 SCOPE OF SERVICE

Pierce Transit is requesting statements of qualifications from qualified firms to provide Consultant Services for Engineering and Design of Improvements to its Maintenance and Operations (M&O) Base at Transit's Headquarters located at:

3700 block of 96th Street SW, Lakewood, Washington 98499, including pre-design through final design and bid assistance including construction support. The Project will improve transit vehicle circulation and efficiency and increase capacity to allow for service expansion of fixed route and high capacity transit. The improvements will also accommodate vehicle operations, maintenance, and parking requirements for SHUTTLE (Paratransit) and non-revenue vehicles, as well as employee and visitor parking and circulation needs.

The Consultant will use the concepts developed as part of the Base Master Plan Update to begin the Design of the Phase 1 Base Improvements as outlined in the Base Master Plan Update, attached separately. The Base Master Plan is currently in Final Draft form and will be submitted to the City of Lakewood for approval under their Public Facilities Master Plan permit process. Revisions to Phase 1 may occur depending on the outcome of a Corps of Engineers wetlands review of an area designated for new employee parking, as well as ongoing staff constructability focus groups. At this time, Phase 1 includes development of and revisions to parking areas for employees, non-revenue vehicles, and fleet vehicles; new or refurbished fuel and wash facilities; and expansion of the existing fleet Maintenance building. Future phases include development of a new facility on property adjacent to the existing main base currently under Pierce Transit's ownership/control, and potential other building additions and alterations. The Consultant brought on for this Project pursuant to this RFQ is expected to work on funded or programmed elements of Phase 1 (listed as Phase 1, 1A and 1B in table below). Work may extend into further Phases if funding becomes available and targeted for those improvements within the contract period. Pierce Transit reserves the right to qualify other firms for any phase of base improvements.

The work will be issued under a Master Contract by Task Order. The anticipated and desired project schedule is shown in the table below. Projects showing a design year of 2018 are budgeted for design and construction. Projects with future design years are programmed in Pierce Transit's sixyear capital plan but not budgeted; budgets are done on a yearly basis. Projects showing as unprogrammed have not been prioritized within the next six (6) years.









RFQ PT-04-18 SCOPE OF SERVICE (Cont'd)

Sub-Phase	Design	Construction					
Phase 1 Overall Schematic Design	2018	N/A					
Phase 1A Expand South Base Parking	2018	2019					
Phase 1A Bldg 4 Parking Improvements	2018	2019					
Phase 1B Expand Bus Parking	2018	2019					
Phase 1B Refurbish or Replace Existing Fuel and Wash	2018	2019					
Phase 1B Articulated Bus Bays Addition to Bldg. 1	2019	2020					
Phase 1C Regrade & Pave VSR, Bad Order/Surplus Pkg (Maint Emp Lot)	unpr	ogrammed					
Phase 1C New Detail Clean Facility	unpr	ogrammed					
Phase 2A Pedestrian Crossing Improvements	unpr	ogrammed					
Phase 2B Building 4 Workplace Improvements	unpr	ogrammed					
Phase 3A New West Base Facility	unpr	ogrammed					
Phase 3A Demolish Existing Building 3 (Wash + Facilities Maintenance)	unpr	ogrammed					
Phase 4A Building 1 Renovation unprogrammed							
Phase 4B Building 4 Addition and Renovation unprogrammed							
Phase 4C Building 5 Renovation	unpr	ogrammed					









Program Overview

2018 Update to 2016 BMP - phased development approach to address:

- Aging infrastructure
- Unmet needs of the current fleet
- Provide additional capacity for projected fleet growth through 2040

Primary Goals

- Increase vehicle parking
- New fuel and wash facility
 - Alleviate existing bottleneck
- Increase maintenance capacity of existing base
- Upgrading facilities to contemporary safety and operation standards
 - Support needs of a BRT(1) articulate bus fleet
- Maintain operational capacity during construction







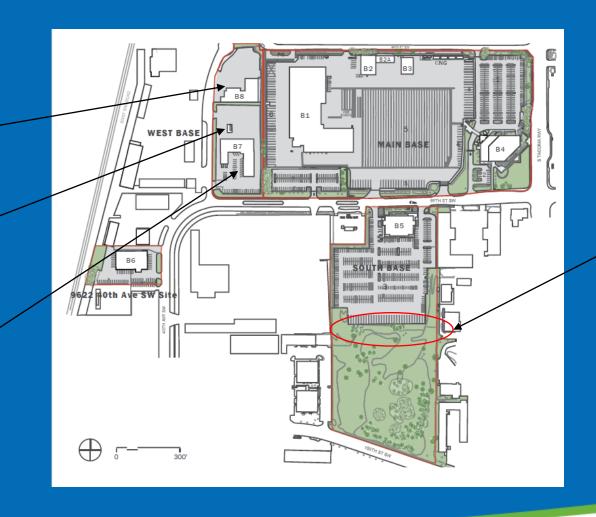


January 2019 \$43M Project

Facilities Maintenance and Service
Supervisors parking

Non-Revenue Vehicle parking

Maintenance Employee Parking



Reduced expansion of Building 5 Parking lot and restriped the lot to maximize parking









Program Overview

2019/20 Refinement to BMP

- Design Charrettes
- Combine Fuel & Wash Buildings
- BRT-1 Fleet Electrification Evaluation
- Maintenance Building: New Building versus Tenant Improvements
- Provide additional capacity for projected fleet growth through 2040
- Primary Goals Added
 - Combined fuel and wash facility for efficiency
 - Expand fueling capacity to alleviate bottleneck
 - Upgrading facilities to contemporary safety and operation standards
 - Right size the building to the needs of the Fleet
 - Support needs of BRT-1 buses
 - Standard bus electric charging





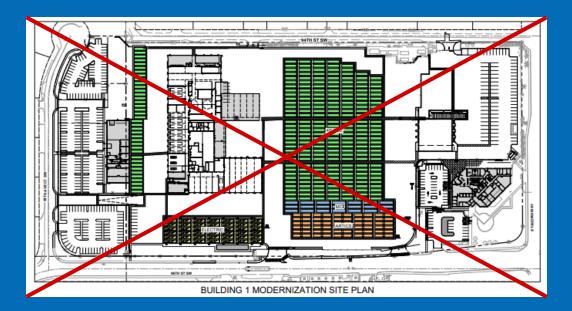


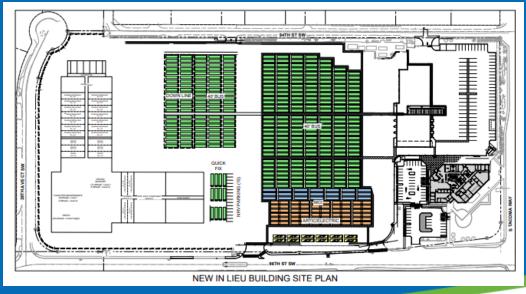


New in Lieu of Decision December 2019 – July 2020

		BUILDING 1 N	IODERNIZATION	NEW IN LI	EU BUILDING
Option →		2020 Price **	Price Escalated by Year of Exp. **	2020 Price	Price Escalated by Year of Exp.
Total Program Costs *	Year of Expenditure	\$195,160,000	\$211,820,000	\$192,430,000	\$217,970,000
Building Costs	2022-2026	\$73,630,000	\$84,090,000	\$103,450,000	\$127,020,000
Building 1 Zones 2-10 (OSD)	2022-2025	\$14,560,000	\$16,370,000	\$0	\$0
Artic Bay Wing Addition	2022-2023	\$9,690,000	\$10,380,000	\$0	\$0
Building 1 Upgrades	2022-2025	\$23,460,000	\$27,860,000	\$0	\$0
New In Lieu Building	2022-2026	\$0	\$0	\$61,420,000	\$80,720,000
Site Civil Improvements	2022-2026	\$1,220,000	\$1,290,000	\$25,030,000	\$26,670,000
Equipment	2022-2024	\$14,720,000	\$16,330,000	\$17,020,000	\$19,640,000
Building 1 Impacts	2022-2025	\$10,000,000	\$11,880,000	\$0	\$0
Program & Site Costs	2020-2024	\$99,220,000	\$105,430,000	\$68,140,000	\$70,110,000
GMP-2	2020	\$8,450,000	\$8,450,000	\$8,450,000	\$8,450,000
GMP-2A	2021	\$45,140,000	\$46,720,000	\$44,140,000	\$45,690,000
West Base Site Programs	2024	\$11,280,000	\$12,940,000	\$0	\$0
West Base New Building	2024	\$15,810,000	\$18,140,000	\$0	\$0
39th Ave Ct SW Frontage	2023	\$860,000	\$950,000	\$860,000	\$950,000
96th Street SW Entries	2022	\$1,260,000	\$1,350,000	\$1,260,000	\$1,350,000
96th Street SW Frontage	2022	\$800,000	\$860,000	\$800,000	\$860,000
Zone D	2022	\$3,000,000	\$3,220,000	\$0	\$0
Demo of Fuel & Wash	2022	\$2,160,000	\$2,320,000	\$2,160,000	\$2,320,000
Restripe Bus Parking	2022	\$500,000	\$530,000	\$500,000	\$530,000
Project Spent to Date (incl. A&E)	2020	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
A&E Costs		\$22,320,000	\$22,320,000	\$20,850,000	\$20,850,000

^{*}Building 1 Impacts cost does not account for costs incurred by Pierce Transit for temporary or permanent displacement (on-site or off-site) of maintenance and operation functions.













Program Challenges

- Maintain 24/7 operations
 - Operating at maximum capacity
- Maintain Maintenance & Operations space requirements during construction
- Accommodate Sound Transit buses beyond BMP 2018
- Sound Transit buses staying longer than originally planned
- Escalating costs
 - Material
 - Labor
 - Equipment
- Material shortages
 - Long lead times
 - No cost "lock in" or price guarantee









How are project costs controlled?

Design

- Progress estimates and schedules prepared and checked
- General Contractor/Construction Manager (GC/CM) provides constructability input and recommended work packaging
- Designer and contractor prepare independent estimates which are compared and reconciled

Construction

- Bid work: Any work suitable for bidding is put out for conventional low bid competition, with work awarded to the lowest responsive and responsible bidder.
- Negotiated work: High risk or schedule sensitive activities are negotiated as allowed by RCW 39.10 with contractor estimates validated by independent estimates









Phased Program











Based on ST vacating their buses beginning 2023
Phasing based on Huitt Zollars July 1, 2020 Report: Building 1 and New-In-Liew Building Comparison









Architectural/Engineering Costs









Master Contract Costs

- Master Contract:
 - Initial Value Not to Exceed (NTE):
 - **\$6,895,840.76**
 - Amendment 07
 - Increase: \$2,500,000
 - New NTE: \$9,645,840.76









Task Order Costs

- Task Orders Awarded:
 - 11
- Combined Costs:
 - **\$9,313,906**
- Closed Task Orders (returned to Master Contract):
 - **\$500,477.69**
- Pending Execution:
 - **\$309,347.11**









Staff Recommendation

Staff recommends the use funding budgeted and planned to increase the Master Contract authority in a not to exceed amount of \$12,900,000 including a design contingency of 20% for Architectural and Engineering Design and Construction Support for the Base Master Plan Implementation Project for a total new contract authority of \$22,545,840.76.









Questions











Board of Commissioners Fact Sheet No.: 2022-018

Date: April 11, 2022

TITLE: Authorization to Increase the Master Contract Authority Amount with Huitt-Zollars, Inc., Contract No. PT-04-18, for Planned and Budgeted Architectural and Engineering Design and Construction Support for the Base Master Plan Implementation Project DIVISION: Finance

SUBMITTED BY: Douglas Dickinson, Sr. Project Manager

RELATED ACTION:

FS No. 2018-066, Authorization to Execute a Master Contract with Huitt-Zollars, Inc., for Architectural and Engineering Design and Construction Support Services for the Base Master Plan Implementation Phase 1 Projects.

FS No. 2021-040, Authorization to Increase the Master Contract Authority Not to Exceed Amount with Huitt-Zollars, Inc., Contract No. PT 04-18, for Architectural and Engineering Design and Construction Support Services for the Base Master Plan Implementation Project Relating to Phase 1 of the New Maintenance Facility.

ATTACHMENTS: N/A RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION Project Name or Number: 525 Base Master Plan Is it Budgeted? \boxtimes Yes / \square No Implementation □Operating Budget □ Capital Budget **FUNDING SOURCE: EXPLANATION: Current Contract** \$ 9,645,840.76 This work is planned and budgeted in the 2022 **Authority Amount** Capital Budget as part of the Base Master Plan Amount of Increase \$ 12,900,000 Implementation Project. **New Contract** \$ 22,545,840.76 **Authority Amount**

BACKGROUND:

A Base Master Plan Update was completed in early 2018. Out of that plan several recommendations were made to improve efficiencies, update aging infrastructure and plan for growth and changing fleet composition for buses and other service and support vehicles. From that list of recommendations, several projects were identified as priorities, including parking lot expansions, building expansions or renovations, and new adjacent facility construction. This project is intended to improve safety, transit vehicle circulation, increase efficiency and capacity for maintenance and operation of all vehicle types.

FACT SHEET PAGE 2

Staff is requesting this Contract increase amount for Huitt-Zollars to continue providing commissioning and record drawings for the fuel and wash facility, architectural and engineering support for demolition of Buildings 2 & 3 and restoration of the area for bus parking, design and provide construction services for a retaining wall for the new maintenance facility, finish design for phases 1 – 3 of new maintenance facility, and construction support for phase 1 of new maintenance facility.

STAFF RECOMMENDATION:

Staff recommends increasing the Master Contract authority amount by \$12,900,000, which includes a design contingency of 20% for Architectural and Engineering Design and Construction Support for the Base Master Plan Implementation Project for a total new contract authority of \$22,545,840.76.

ALTERNATIVES:

Do not approve amending the Master Contract authority amount by \$12,900,000. This is not recommended as the main base has reached its capacity and without these improvements Pierce Transit's ability to service and maintain the Pierce Transit and Sound Transit fleets in the future to support the service projected in the coming years will be compromised.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to Increase the Master Contract authority amount by \$12,900,000 with Huitt-Zollars, Inc., Contract No. PT-04-18, for planned and budgeted Architectural and Engineering Design and Construction Support Services for the Base Master Plan Implementation Project for a new master contract amount of \$22,545,840.76.



Contract PT-105-18





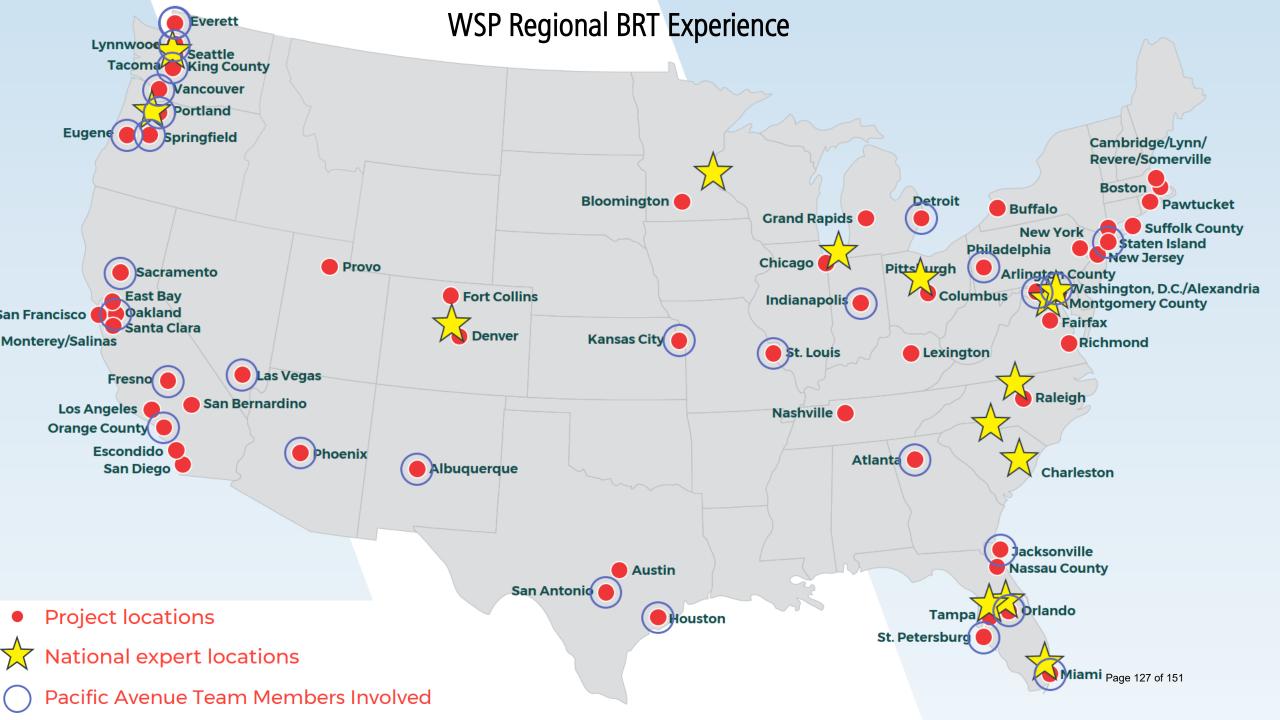
WSP Amendment 11 will include:

- City of Tacoma Permit Set July 2022
- Advance Traffic Impact Analysis through the BRT-Build Model
- Continue utility and third-party agreement support
- Project Management Design and Administration support

WSP Amendment 12 will be presented at July 2022 Board

WSP/DKS BRT Experience

- WSP Has delivered more than 1000 miles of BRT in US
- DKS Has performed most of the traffic analysis for King County and Sound Transit BRT projects



DKS TRANSIT PRIORITY PROJECTS IN PUGET SOUND

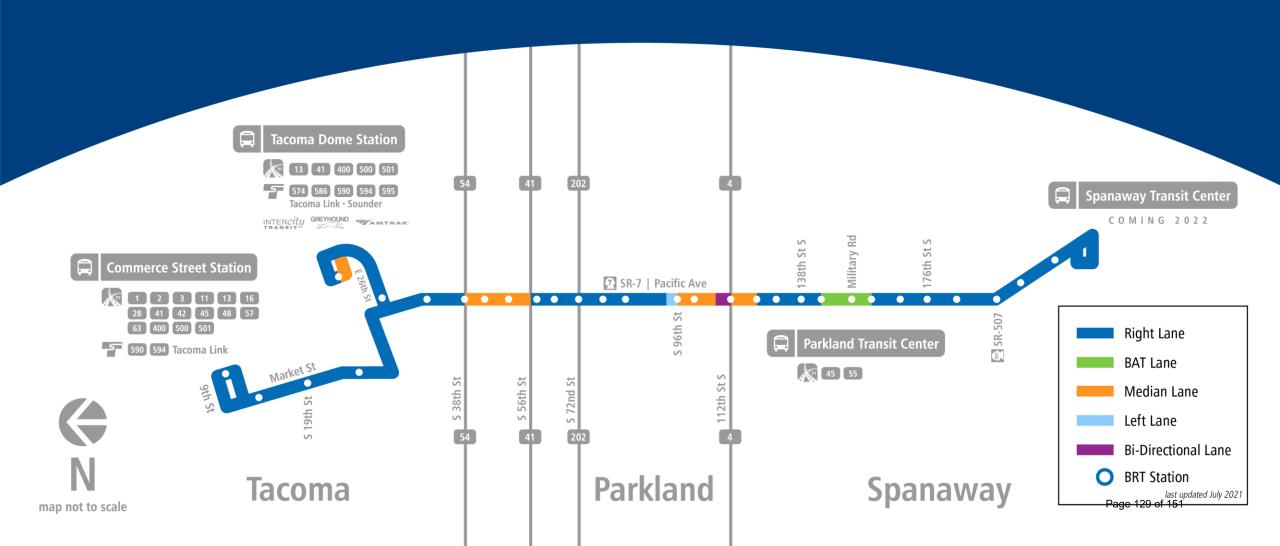
Highlights:

- King County Metro RapidRide Lines A, B,
 C, D, E, F, G, H, I, J
- Sound Transit SR 522 BRT, I-405 BRT, BRT GEC (Final Design)
- Pierce Transit Pacific Ave/SR 7 BRT Final Design



BRT Lanes Overview

BUS RAPID TRANSIT FROM TACOMA TO SPANAWAY



2021-2022 Changes

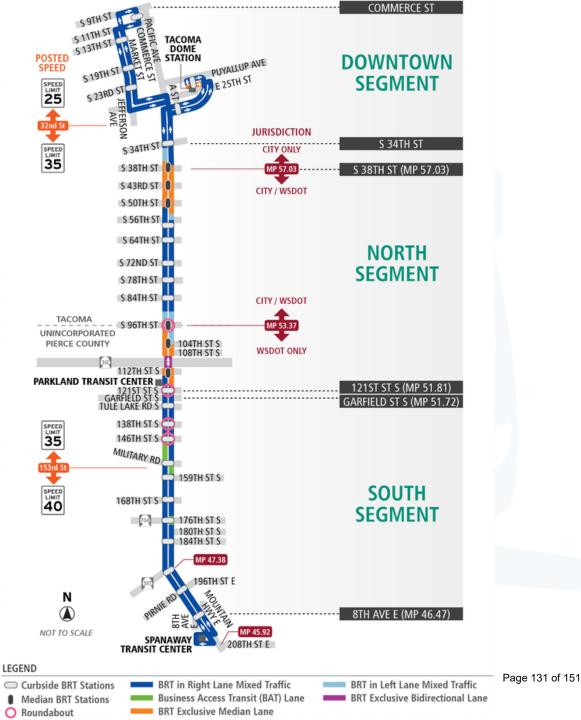
Key Changes:

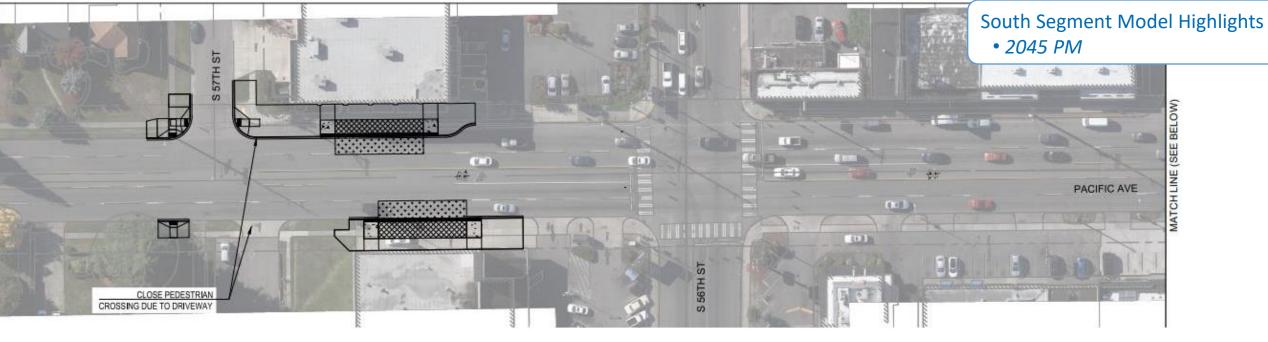
- Eliminated transit speed & reliability at 56th Street
- Curb Side Stations between 64th and 84th
- Roundabout at 96th
- Station Refinements

TIA Analysis Segments

Analysis Tools

- North Segment Vissim (microsimulation)
- South Segment Synchro (deterministic)

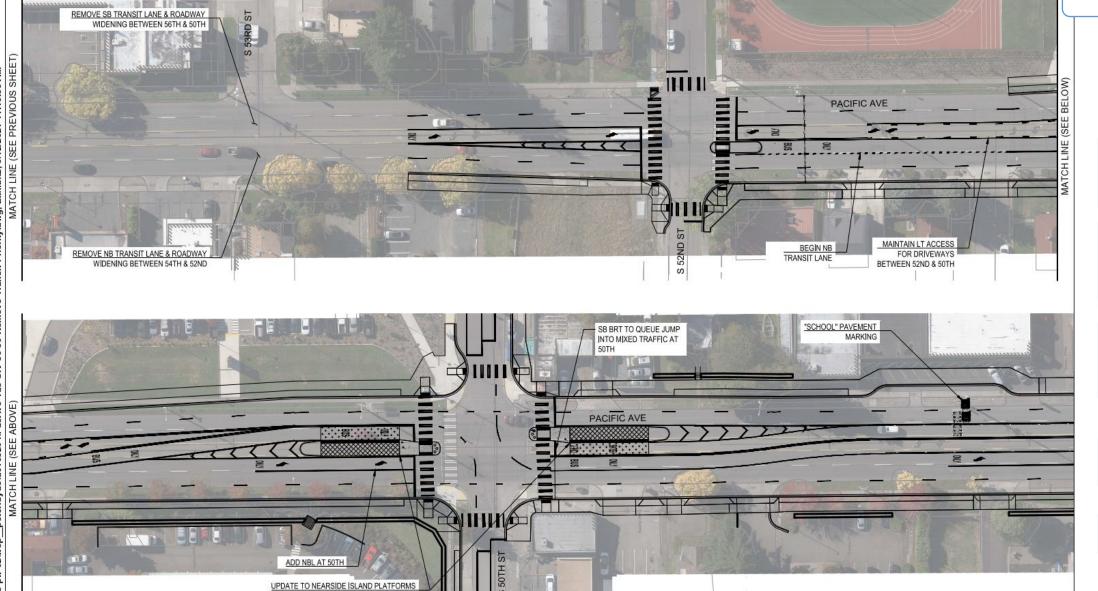






56th St. Update

S 50th St. to S 57th St.



PACIFIC AVENUE / SR 7 BUS RAPID TRANSIT

DRAFT CONCEPT - TRANSIT PRIORITY REMOVED BETWEEN 56TH & 50TH

Geometric adjustment

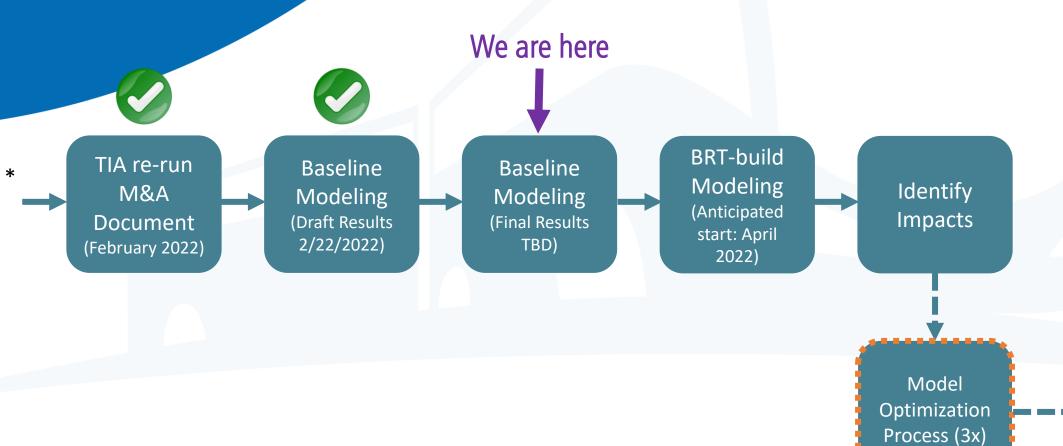
Finalize TIA

Report

Page 134 of 151

Where are we in the TIA re-run Process

TIA Re-run Milestones



*Project Kick-off (September 2019)

Stream Pacific Avenue BRT Schedule Update

Project Schedule & Risks: Key Milestones (green), with FTA Focus Areas Highlighted (blue)

- TIA Update Effort Underway: November 2021 December 2022 April 2023
- TIA Letter of Concurrence: December 2022 April 2023
- 60% Design Approval & Cost Estimate: March July 2023
- Final NEPA Reevaluation for FTA Approval: April July 2023
- SEPA Checklist Determination: April July 2023 (Requires NEPA & Council Resolution committing to Scope, Footprint, Mitigation; potentially complete concurrent with NEPA)
- COT Council Resolution (Scope, Footprint, Mitigation): January July/August 2023
- Readiness Review Kickoff (PMOC): April July 2023 (Requires NEPA & Council Resolution committing to Scope, Footprint, Mitigation)
- FTA Risk Workshop: May September 2023
- ROW Acquisition Start: April October 2023
- FTA Readiness to Execute Letter: October 2023-April 2024 (Critical agreements must be complete, allow 6-9 months before grant execution milestone)
- Final Design: November 2023 May 2024
- Small Starts Grant Execution: Feb/March-June August 2024 (TBC W/FTA)
- Construction Start: between Feb-June October 2024 -- Small Starts Grant Execution Required
- Revenue Service Date: September 2026 or March 2027 April 2027 (no contingency) or October 2027

Project Funding

Bringing resources back to our community.



- \$19 million WSDOT LEAP & Other Grants
- \$13 million FTA & State Grant Awards
- \$18 million Pierce Transit Local Funds Grant Match
- \$75 million FTA Small Starts Grant Request (Pending)

\$185 million in secured funding

High Risk of Budget Escalation Due to Delays



Budget Update

Estimated Project Cost

Inflation from Sept '25 — Sept '26 due to extended TIA

Unallocated Contingency (FTA Requirement)

Additional Third-Party Utility Costs

TIA re-run cost

8% inflation (2022 & 2023) COVID-related supply chain

TOTAL

\$185M Secured

- \$ 8M funding gap
- \$ 8M funding gap
- \$ 5M funding gap
- \$ 1M funding gap
- \$ 15M funding gap

\$222M





Board of Commissioners Fact Sheet No.: 2022-019

Date: April 11, 2022

TITLE: Authorize the Chief Executive Officer to Increase the DIVISION: Finance

Contract Authority Amount for WSP USA, Inc., Contract No. PT-105-18, for Planned and Budgeted Design Work for the

Bus Rapid Transit Pacific Avenue/State Route Project

SUBMITTED BY: Sean Robertson, Sr. Construction PM

RELATED ACTION:

FS No. 2021-062, Authorized 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/State Route 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.

FS No. 2021-046, Authorized 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/State Route 7 Design by \$3,250,000 for a new authorized total contract not to exceed amount from \$12,635,701 to \$15,885,701 to provide additional Architectural and Engineering Services for Design Support including 60% Design and FTA Readiness Review.

FS No. 19-043, Authorized the Chief Executive Officer to execute a contract with WSP, USA to provide Architectural and Engineering Services for Design and Construction Support of the proposed Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project in a not to exceed amount of \$12,635,701.

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.

Resolution No. 19-008A, adopting the Locally Preferred Alternative Running Way Option and Access to Tacoma Dome Station Option for the Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project.

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.

ATTACHMENTS: N/A RELATION TO STRATEGIC PLAN: Customer

	В	UDGET INFORMATION
Is it Budgeted? ⊠ Yes	/□ No	Project Name or Number: BRT Pac Ave SR7 Construction 2019 - Project Number 563
	□Operating Budget	⊠Capital Budget
FUNDIN	G SOURCE:	EXPLANATION:
Current Contract Authority Increase Contract Authority Amount Total Authorized Amount	\$ 18,384,346 \$ 2,939,000 \$ 21,323,346	The Increase amount of \$2,939,000 will be funded using local Pierce Transit Funds.

BACKGROUND:

Pierce Transit (PT), in cooperation with the Federal Transit Administration (FTA) and Sound Transit, is implementing a new corridor-based Bus Rapid Transit (BRT) System in a north-south corridor connecting the City of Tacoma's central business district to the Tacoma Dome Station (TDS), Parkland and Spanaway. The corridor is currently served by the Route 1, which has the highest ridership of any PT route. In 2017, the BRT portion of the Route 1 saw more than 1 million boarding's, accounting for 12% of PT's total ridership.

The BRT system is expected to provide the following:

- Safe, fast, and reliable transportation that will connect the South Sound community.
- Time-savings from gridlock with relaxing, frequent service and state-of-the-art buses that can comfortably hold up to 90 passengers and have amenities such as Wi-Fi and multiple boarding doors.
- A fast ride that rivals car travel times, with buses arriving every 10 to 15 minutes.
- New BRT Stations which feature pre-payment options, real-time travel info, and weather protection.
- Accessibility to all with level boarding for bikes, strollers, wheelchairs, and pedestrians.
- Environmentally friendly, high-speed transit for a fraction of the cost of rail modes.
- A uniquely branded system that is easy to understand and use.
- Better opportunities for economic development along the corridor.

Pierce Transit advertised a Request for Qualifications (RFQ) in March 2019 for professional consultant services for the Bus Rapid Transit Pacific Avenue/State Route 7 Project. Statements of Qualifications were accepted until 5p.m. on April 3, 2019. Three qualified candidates responded to the RFQ. A selection committee reviewed the consultants and chose WSP, USA as the most qualified consultant to lead the design and construction support of the BRT Pacific Ave/State Route 7 Project.

WSP, USA provided a proposal for consulting services dated June 19th, 2019. The proposal included a not to exceed amount of \$12,635,701 for pre-design, design, bid, and construction support services. The contract was expected to span four years with BRT revenue service starting in the summer of 2023. Due to delays in design and permitting, the new revenue service is expected in late 2026, adding over three additional years to the contract.

Due to challenges experienced during the COVID-19 Pandemic and unforeseen permitting efforts to align WSDOT and City of Tacoma standards, WSP's original contract amount was nearly expended by the summer of 2021. A board request to increase the contract amount to \$18,384,346 was made at the November 8th, 2021 board meeting. This increase will further cover continued effort for WSP to complete 65% design and support services for FTA readiness review. A summary of the expanded scope included in this increase is listed below:

- Continued TIA Re-run modeling support.
- PFA Finalization.
- 65% Design (Permit Review).
- ROW/Property Mitigation Support.
- Utilities Coordination and Agreement Support.
- Management/Administration, FTA Coordination, and Quality Management.
- Technical and Partnership Support.

With the new Traffic Impact Analysis expected to wrap up by the end of 2022, Pierce Transit will reassess the project progress in the Summer of 2022 and will expect to come back to the board for a final increase to allow WSP to complete 100% design and construction support.

STAFF RECOMMENDATION:

Staff recommends authorization to increase the contract not to exceed amount for WSP USA, Inc., Contract No. PT-105-18, Bus Rapid Transit Pacific Avenue/State Route 7 Design.

ALTERNATIVES:

Reject the contract increase amount for WSP USA, Inc. and continue work until the existing contract authority is met. This would result in all design work ceasing in May 2022. This is not recommended as it would put the project in jeopardy.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to increase the contract amount for WSP USA, Inc., Contract No. PT-105-18, by \$2,939,000 for a new contract amount of \$21,323,346 to provide additional Architectural and Engineering services for the Bus Rapid Transit Pacific Avenue/State Route 7 Project.



Hand-outs

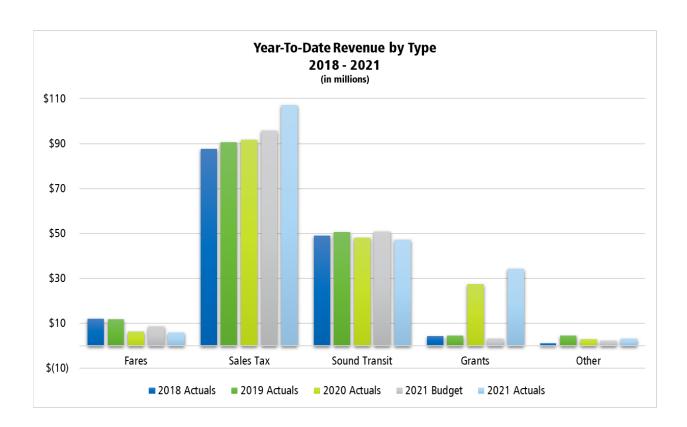
Pierce Transit Quarterly Financial Report 10.01.2021 – 12.31.2021



Operating Revenues

As of December 31st, Pierce Transit has received 123.16% of the budgeted revenue. A comparison of operating revenue for three prior years and 2021 Budget to Actuals are provided in the table below. All actuals and budget figures are for the full year.

		2018	2019	2020	20	21		% of Budget
		Actuals	Actuals	Actuals	Budget		Actuals	Received
Fares	\$	12,014,669	\$ 11,820,798	\$ 6,391,850	\$ 8,677,844	\$	5,987,961	69.00%
Sales Tax		87,679,018	90,647,576	91,744,911	95,760,000		107,084,956	111.83%
Sound Transit		49,101,677	50,713,326	48,109,519	50,814,788		47,250,968	92.99%
Grants		4,234,031	4,635,073	27,548,949	3,110,127		34,245,718	1101.10%
Other		1,266,063	4,514,848	2,934,627	2,279,288		3,274,551	143.67%
Total Operating Revenues	\$ 1	54,295,459	\$ 162,331,621	\$ 176,729,855	\$ 160,642,047	\$	197,844,154	123.16%



Highlights from 4th Quarter:

Sales tax, grants and other revenue exceeded budgeted amounts. Sales tax is growing as Pierce County returns to pre-pandemic conditions. Grants had the most gains due to receiving higher than expected CRRSAA funding from the federal government. Fares continued below expectations with ridership at 50% of pre-pandemic levels. Lower ridership and higher vacancy in Operator positions contributed to reduced services and revenue with Sound Transit.

Revenue Definitions

Fares — Revenues for actual services provided and include fixed route, SHUTTLE and Vanpool services. The current average fare per boarding is \$0.97. The last adult fare increase was in 2010.

Sales Tax — This revenue source provides most of our operating revenue and is based on taxable sales within the Pierce Transit Public Transportation Benefit Area. Currently, Pierce Transit only collects 0.6% of the 0.9% allowable sales tax rate.

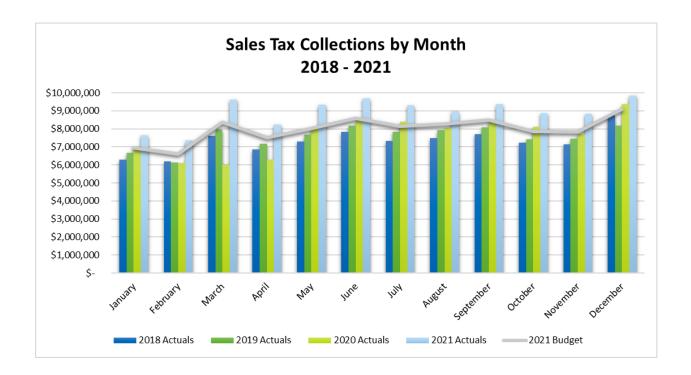
Sound Transit – Are reimbursable expenses for Pierce Transit providing regional transit service from Pierce to King County on behalf of Sound Transit. Reimbursements are based on the costs of services at an hourly rate for service hours required to provide the service.

Grants — Revenues to offset costs of running services. Included in grant revenues are Commute Trip Reduction and Special Needs Operations. These revenues are provided by Pierce County and Washington State.

Other — Other includes interest and advertising revenues that are received with more consistency as well as revenues that cannot be classified in one of the other revenue types.

Sales Tax Collections by Month

	2018		2019		2020		20	21		% of Budget
	Actuals		Actuals		Actuals		Budget		Actuals	Received
January	\$ 6,286,644	\$	6,661,763	\$	6,855,621	\$	6,953,195	\$	7,637,028	109.83%
February	6,186,256		6,123,214		6,092,111		6,610,090		7,370,653	111.51%
March	7,618,846		7,966,546		5,994,922		8,369,235		9,636,003	115.14%
April	6,856,361		7,164,339		6,291,754		7,529,007		8,250,503	109.58%
May	7,279,348		7,673,750		8,019,580		8,029,698		9,337,168	116.28%
June	7,826,817		8,178,012		8,456,153		8,594,469		9,683,916	112.68%
July	7,325,057		7,835,117		8,381,745		8,140,896		9,299,206	114.23%
August	7,498,533		7,916,716		8,043,555		8,277,869		8,974,836	108.42%
September	7,694,361		8,086,917		8,410,943		8,474,424		9,357,987	110.43%
October	7,232,110		7,424,375		8,104,755		7,870,419		8,875,194	112.77%
November	7,139,272		7,446,670		7,710,856		7,832,538		8,825,007	112.67%
December	8,735,413		8,170,157		9,382,916		9,078,160		9,837,454	108.36%
Total Sales Tax	\$ 87,679,018	\$ 9	90,647,576	\$ 9	91,744,911	\$ 9	95,760,000	\$1	07,084,956	111.83%



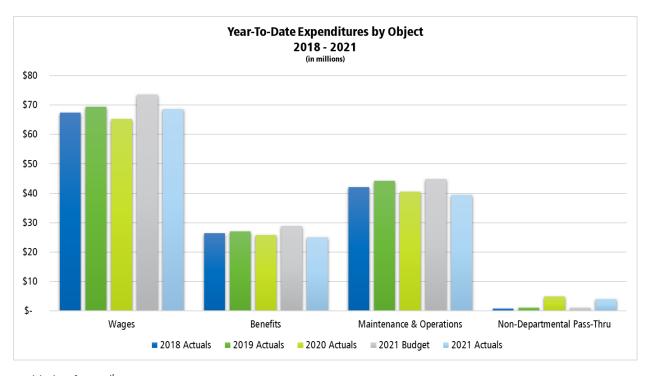
2021 collections are 16.72 %, or \$15,340,045 over year-to-date 2020 actuals.

2021 collections are 11.83%, or \$11,324,956 over year-to-date 2021 budget.

Operating Expenditures by Object

As of December 31st, Pierce Transit has expended 92.40% of the budgeted expenditures. A comparison of operating expenditures for three prior years and 2021 Budget and Actuals are provided in the table below. All actuals and budget figures are for the full year. Non-Departmental Pass-Thru funds are payments made to Pierce County as part of the 5307 agreement.

		2018		2019	20	20		20	21		% of	Budget
	1	Actuals	1	Actuals	Act	uals		Budget		Actuals	Exp	ended
Wages	\$	67,365,033	\$	69,382,120	65,	,241,313	\$	73,573,643	\$	68,615,578		93.26%
Benefits		26,401,482		27,084,106	25,	,905,379		28,834,826		24,993,805		86.68%
Total Personnel		93,766,515		96,466,226	91,	,146,692		102,408,469		93,609,383		91.41%
Maintenance & Operations		42,029,169		44,240,095	40,	,490,730		44,867,386		39,464,910		87.96%
Total Operating Expenditures	1	35,795,683	1	40,706,322	131,	,637,423		147,275,855		133,074,293		90.36%
Non-Departmental Pass-Thru		879,816		1,143,468	4,	,945,230		1,143,054		4,063,915		355.53%
Total Expenditures	\$ 13	6,675,499	\$14	1,849,790	\$ 136,5	82,653	\$ 1	148,418,909	\$ 1	37,138,208		92.40%



Highlights from 4th Quarter:

Overall operating expenditures are under budget by 7.60% when compared to the annual budget.

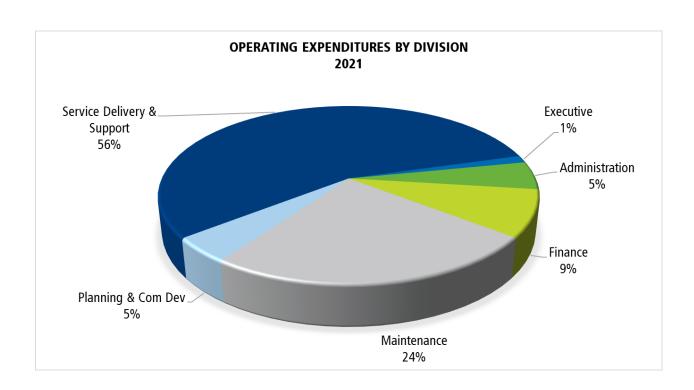
Wages and benefits are 68.3% of total expenditures.

Non-departmental pass-thru payments have been made to Pierce County as part of the 5307 agreement, as well as Pierce County's portion of the CRRSSA funding showing actuals above budgeted amounts.

Operating Expenses by Division

Pierce Transit consists of six divisions; Executive, Administration, Finance, Maintenance, Planning & Community Development and Service Delivery & Support. Approximately 70% of our budgeted operating expenditures are wages and benefits for personnel. 852 or 89% of our personnel is included in Maintenance and Service Delivery & Support.

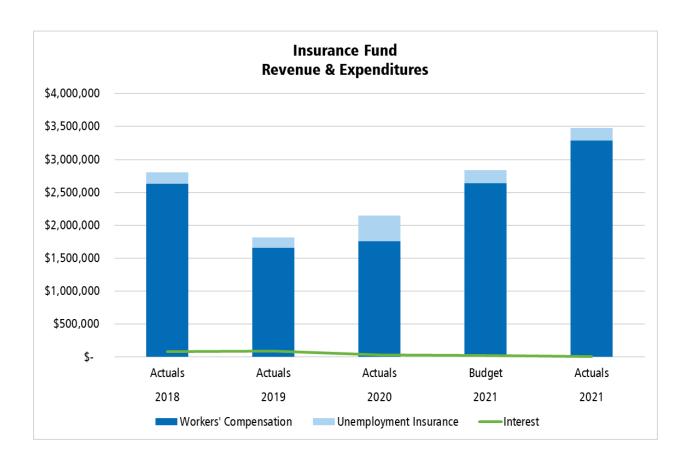
	2018		2018 2019 2020				20	% of Budget	
	Actuals		Actuals		Actuals		Budget	Actuals	Expended
Executive	\$ 1,603,681	\$	1,705,646		1,552,165	\$	1,658,854	\$ 1,744,538	105.17%
Administration	6,567,946		7,115,727		6,397,270		7,310,382	6,781,367	92.76%
Finance	10,762,192		11,606,724		11,985,261		12,788,310	11,343,753	88.70%
Maintenance	33,290,799		33,413,075		33,255,427		35,985,474	32,430,018	90.12%
Planning & Com Dev	6,651,145		6,959,382		5,977,022		6,855,632	6,096,954	88.93%
Service Delivery & Support	76,919,920		79,905,768		72,470,277		82,677,203	74,677,663	90.32%
Subtotal Operating Expenditures	\$ 135,795,683	\$	140,706,322	\$	131,637,423	\$	147,275,855	\$ 133,074,293	90.36%



Insurance Fund

Pierce Transit's Insurance Fund covers the expenses for Worker's Compensation and Unemployment Insurance. This fund receives minimal revenues from interest. Expenditures over revenue are covered through use of reserves and transfers from the Operating Fund.

	2018		2019	2020	2021	2021	
Revenue		Actuals	Actuals	Actuals	Budget	Actuals	% of Budget
Interest	\$	81,312	\$ 94,888	\$ 30,493	\$ 26,000	\$ 4,862	18.70%
Expenditures							
Workers' Compensation	\$	2,628,913	\$ 1,657,148	\$ 1,758,366	\$ 2,635,000	\$ 3,285,201	124.68%
Unemployment Insurance		179,080	161,774	391,280	200,000	194,588	97.29%
	\$	2,807,993	\$ 1,818,922	\$ 2,149,646	\$ 2,835,000	\$ 3,479,789	122.74%
Net Income (Loss)	\$	(2,726,680)	\$ (1,724,034)	\$ (2,119,153)	\$ (2,809,000)	\$ (3,474,927)	

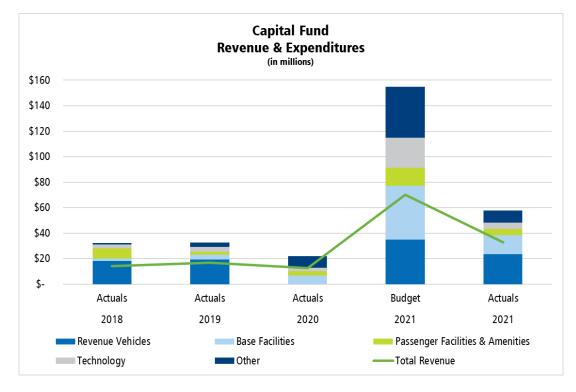


Capital Fund

Capital Fund is designated to provide funding and budgets for projects that meet the guidelines of capital, broadly defined as greater than \$5,000 and a useful life of more than one year. Capital projects are budgeted for the full amount in the year that they are added to the capital portfolio. Any unspent budgets are carried forward to the next budget year along with any remaining funding. Funding for projects is received from Federal, State and other sources and is project specific. Expenditures over revenue are covered through use of reserves and transfers from the Operating Fund. Classifications of capital expenditures are defined by the National Transit Database (NTD).

		2018	2019	2020	2021	2021
		Actuals	Actuals	Actuals	Budget	Actuals
Interest	\$	1,112,087	\$ 1,281,523	\$ 378,937	\$ 325,000	\$ 60,408
Federal Grants		11,648,290	10,176,485	463,051	20,762,628	12,702,876
State Grants		525,077	2,518,313	3,506,650	20,735,198	7,905,372
Other Grants		816,477	2,864,005	8,286,327	28,199,821	12,160,582
Total Revenue	\$	14,101,931	\$ 16,840,326	\$ 12,634,965	\$ 70,022,647	\$ 32,829,238
Revenue Vehicles	\$	17,944,816	\$ 19,241,522	\$ 8,126	\$ 34,956,122	\$ 23,610,313
Base Facilities		2,088,679	3,753,722	6,602,654	42,338,459	14,542,631
Passenger Facilities & Amenities		8,095,288	2,291,463	3,442,263	14,132,489	5,237,629
Technology		2,801,853	3,946,960	2,698,789	23,439,459	4,704,589
Other		1,392,226	3,369,026	9,263,181	40,060,272	9,473,279
Total Expenditures	\$	32,322,861	\$ 32,602,693	\$ 22,015,014	\$ 154,926,801	\$ 57,568,440
Net Income (Loss)	\$	(18,220,930)	\$ (15,762,367)	\$ (9,380,049)	\$ (84,904,154)	\$ (24,739,202)
	·		_		_	





Transfers

Transfers made from the Operating Fund to the Insurance and Capital Funds are to cover reserve requirements and expenditures. Transfers out from the Operating Fund and into the Insurance and Capital Funds net to zero and are not considered an actual revenue or expenditure in any fund. Below is a historical view of transfers made between funds.

	2018	2019	2020	2021	2021	
	Actuals	Actual	Actual	Budget	Actual	% of Budget
Operating Fund	\$ (17,562,500)	(17,562,500)	\$ (22,189,135)	\$ (20,647,692)	\$ (20,647,692)	100.00%
Insurance Fund	2,433,505	2,433,505	2,758,476	334,904	334,904	100.00%
Capital Fund	15,128,995	15,128,995	19,430,659	20,312,788	20,312,788	100.00%

^{*}In 2019, the transfers were incorrectly posted using 2018 amounts. A correction was made in 2020 to true up the transfers to the budgeted amount for 2019.

Balances

Ending balances include the required reserves for the operating, insurance and capital funds. The Board of Commissioner's 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	Insurance	Capital
Beginning Balance	\$ 72,590,542	\$ 3,615,476	\$ 67,857,433
Revenue	\$ 197,844,154	4,862	32,829,238
Transfers-In	\$ -	\$ 334,904	\$ 20,312,788
	\$ 197,844,154	\$ 339,766	\$ 53,142,026
Expenditures	\$ 137,138,208	3,479,789	57,568,440
Transfers-Out	\$ 20,647,692	\$ -	\$ -
	\$ 157,785,900	\$ 3,479,789	\$ 57,568,440
Ending Balance	\$ 112,648,795	\$ 475,453	\$ 63,431,019
•			
Required Reserve	\$ 24,500,000	\$ 1,200,000	\$ 9,500,000
Margin (Deficit)	\$ 88,148,795	\$ (724,547)	\$ 53,931,019

Reserve Requirements

Operating: A minimum of two months of agency operating expenditures of the current year and is currently \$24.5 million for 2021.

Insurance: An adequate level to protect the agency from self-insurance risk. The level is reviewed periodically and is currently \$1.2 million.

Capital: A minimum of 50% of the previous three years average of annual asset depreciation at any point in the Six-Year Financial Plan; 100% in the final year of the Six-Year Financial Plan and is currently \$9.5 million with \$19 million in the final year.