

**FIRCREST CITY COUNCIL  
STUDY SESSION AGENDA**

**MONDAY, DECEMBER 16, 2019  
6:00 P.M.**

**COUNCIL CHAMBERS  
FIRCREST CITY HALL, 115 RAMSDELL STREET**

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- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Agenda Modifications**
- 5. [Action Item – Resolution: Department of Commerce Planning Interagency Agreement](#)**
- 6. [Action Item – Resolution: Form-based Code Consulting Services Agreement](#)**
- 7. [Action Item – Resolution: Personnel Policies and Procedures Manual Update](#)**
- 8. [IT Services: Presentation and Discussion](#)**
- 9. Adjournment**

**NEW BUSINESS:** Department of Commerce Grant Interagency Agreement  
**ITEM 5.**

**FROM:** Angelie Stahlnecker, Planning and Building Administrator

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a grant contract with the Washington State Department of Commerce for \$20,000 as approved by bill E2SHB 1923.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute the grant contract with the Department of Commerce for the \$20,000 secured through E2SHB 1923 funding.

**FISCAL IMPACT:** The grant will provide \$20,000 for developing a form-based code and to study increasing residential capacity.

**ADVANTAGE:** This contract allows us to access the grant funds.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City Council could choose not to access the grants funds.

**HISTORY:** In May of 2019, the Governor signed into law E2SHB 1923, legislation to increase residential building capacity in cities. E2SHB 1923 created the Growth Management Planning and Environmental Review Fund that provides grants to local governments who agree to two or more actions, as identified on the application.

The City of Fircrest has proposed in the work plan to develop a form-based code in the northwest corner of Fircrest and study code amendments that would permit duplexes on corner lots in one or more single-family zones.

**ATTACHMENTS:** [Resolution Agreement](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE  
A GRANT CONTRACT WITH THE WASHINGTON STATE  
DEPARTMENT OF COMMERCE FOR \$20,000 TO DEVELOP A FORM-  
BASED CODE AND INCREASE RESIDENTIAL BUILDING CAPACITY  
AS APPROVED BY LEGISLATIVE BILL E2SHB 1923.**

**WHEREAS**, the City of Fircrest was successful in being awarded a E2SHB 1923 Grant of \$20,000; and

**WHEREAS**, the City of Fircrest will use the grant to study and develop a form-based code in the Commercial Mixed Use Zone and study other residential capacity amendments in other residential zones. Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to execute a grant contract with the Washington State Department of Commerce for \$20,000 as approved by bill E2SHB 1923.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON**, at a regular meeting thereof this 16th day of December 2019.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Nappi, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney



# Department of Commerce

## **Interagency Agreement with**

City of Fircrest

through

Growth Management Services

## **For**

E2SHB 1923 Grant

## **Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

## FACE SHEET

Contract Number: 20-63314-040

Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
E2SHB 1923 Grant

<b>1. Contractor</b> City of Fircrest 115 Ramsdell Street Fircrest, WA 98466		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Angelie Stahlnecker Planning and Building Administrator (253) 238-4125 <a href="mailto:astalnecker@cityoffircrest.net">astalnecker@cityoffircrest.net</a>		<b>4. COMMERCE Representative</b> Anne Fritzel Senior Planner (360) 725-3064 <a href="mailto:anne.fritzel@commerce.wa.gov">anne.fritzel@commerce.wa.gov</a> PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
<b>5. Contract Amount</b> \$20,000	<b>6. Funding Source</b> State of Washington	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2021
<b>9. SWV #</b> SWV0007707-02		<b>10. UBI #</b>	
<b>11. Contract Purpose</b> E2SHB 1923 (2019) grant funding to address housing affordability.			
<b>12. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Scott Pingel, City Manager City of Fircrest  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **twenty thousand dollars (\$20,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-040. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**Line Item Transfers**

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

**Ineligible Costs**

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



**GENERAL TERMS AND CONDITIONS  
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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Up to ten percent of the contract amount for each activity may be moved to another activity without a contract amendment.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of

**GENERAL TERMS AND CONDITIONS  
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Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

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Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS  
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**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

**Action 1:** Adopt a form-based code in one or more zoning districts that permit residential uses. "Form-based code" means a land development regulation that uses physical form, rather than separation of use, as the organizing principle for the code.

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Adopt a form-based code that would apply to the Commercial Mixed Use (CMU) and Residential-30 (R-30) zones, each of which are located within 1/2 mile of the TCC Transit Center and the proposed Sound Transit ST3 light rail corridor and terminus station.	12/2019	8/2020
Step 1.1	Gather examples of form-based codes developed for similar built environments.	12/2019	1/2020
Step 1.2	Analyze site conditions and existing documents; generate background maps and other documents.	12/2019	1/2020
Step 1.3	Conduct design charette(s)	1/2020	1/2020
Step 1.4	Develop FBC graphics and text for planning commission review	1/2020	3/2020
Step 1.5	Draft amendments to existing codes and comprehensive plan intended to ensure successful integration with FBC provisions.	1/2020	3/2020
Step 1.6	Present draft FBC and associated code amendments to planning commission	2/2020	3/2020
Deliverable 1	Draft form based code ordinance and staff report		4/2020
Step 1.7	Prepare notices, distribute information and conduct public hearings	4/2020	5/2020
Step 1.8	Make changes to amendment package per planning commission recommendations	5/2020	5/2020
Step 1.9	Present to Council (study session)	6/2020	6/2020
Step 1.10	Council public hearing and adoption	7/2020	7/2020
Deliverable 2	Adopted form based code ordinance		8/2020

**Action 2:** Authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences.

Steps/ Deliverables	Description	Start Date	End Date
Action 2	Adopt land development (zoning) code amendments that would authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences, including the R-4 and/or R-6 districts.	8/2020	4/2021
Step 1.1	Gather relevant data and review existing land development code and comprehensive plan provisions.	8/2020	9/2020
Step 1.2	Analyze collected data and review parcel data to understand the realistic potential for this action.	8/2020	9/2020
Step 1.3	Develop recommendations to planning commission.	9/2020	10/2020
Step 1.4	Present recommended code and Plan amendments to planning commission.	10/2020	11/2020
Deliverable 3	Draft ordinance and staff report.		11/2020
Step 1.5	Prepare notices, distribute information and conduct planning commission public hearing.	11/2020	12/2020
Step 1.6	Make changes to amendment package per planning commission recommendations.	12/2020	1/2021
Step 1.7	Present to Council (study session)	1/2021	1/2021
Step 1.8	Council public hearing and adoption	2/2021	3/2021
Deliverable 4	Adopted ordinance		4/2021



## Budget

Action / Deliverables	Commerce Funds	<i>Fircrest Funds</i>
Deliverable 1. Draft Form Based code and staff report	\$8,000	
Deliverable 2. Adopted Form Based code	\$8,000	7,580
Deliverable 3. Draft code provisions and staff report	\$1,000	
Deliverable 4. Adopted code ordinance	\$3,000	\$2,580
<b>Total:</b>	<b>\$20,000</b>	<b>\$10,160</b>

NOTE: The final Deliverable(s) for this grant represents thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local ordinances.

**NEW BUSINESS:**        **Form-based Code Consulting Services Agreement**  
**ITEM 6.**

**FROM:**                    **Angelie Stahlnecker, Planning and Building Administrator**

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an agreement between Rangwala Associates and the City of Fircrest for land use consultant services.**

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an agreement between Rangwala Associate and the City of Fircrest for land use consultant services to develop a draft form-based code for the Commercial Mixed Use and Residential-30 zones.

**FISCAL IMPACT:** The project has a budget of \$18,000 of which the majority will be funded by the E2SHB 1923 grant.

**ADVANTAGE:** Mr. Rangwala's experience will allow us to develop a quality product in timely manner.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City Council could request an alternate consultant.

**HISTORY:** Rangwala Associates offers services in planning, urban design, & economic development strategies. Kaizer Rangwala was instrumental in developed the form-based code for the City of University Place. Due to that process, he is familiar with the 19th and Mildred area. He is recommended by Jeff Boers.

**ATTACHMENTS:** [Resolution](#)  
[Agreement](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN AGREEMENT BETWEEN RANGWALA ASSOCIATES AND THE  
CITY OF FIRCREST FOR LAND USE CONSULTANT SERVICES.**

**WHEREAS**, the City of Fircrest has need of a land use consultant who is specialized in form-based code; and

**WHEREAS**, Rangwala Associates specializes in form-based code and has experience and familiarity with the region. Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City Manager is hereby authorized and directed to execute the agreement with Rangwala Associations to provide planning services as identified in Exhibit A Workplan.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON**, at a regular meeting thereof this 16th day of December 2019.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Nappi, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT**

**1. DATE AND PARTIES**

THIS AGREEMENT, for reference purposes only, is dated the \_\_\_\_ day of \_\_\_\_\_, 2019 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and Rangwala Associates, hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms and conditions hereinafter specified.

**2. PROJECT DESIGNATION**

The Consultant is retained by the City to perform land use planning services, specifically develop a draft form-based code for the Commercial Mixed Use and Residential-30 zones.

**3. SCOPE OF SERVICES**

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Scope of Work, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

**4. ASSIGNMENT**

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

**5. NON-WAIVER**

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

**6. TERMS OF AGREEMENT**

The Consultant shall complete all work required under the terms of the Agreement on or before six (6) months of execution of this agreement, and may be extended or modified by mutual consent of the parties made only in writing and signed by the City Manager or his designee prior to the extension or modification.

**7. PAYMENT**

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

**8. PERFORMANCE AND STANDARDS**

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

**9. HOLD HARMLESS, DEFENSE, AND INDEMNITY**

For claims arising or alleged to arise from Consultant's services, Consultant shall defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, & officers from any and all claims, demands, losses, actions, or liabilities to or by any person or entity to the extent caused by or resulting from the negligent act, errors or omissions or misconduct of Consultant in the performance of this Agreement.

**10. INSURANCE**

Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| a. Commercial General Liability       | \$1,000,000/\$2,000,000 aggregate |
| b. Comprehensive Automobile Liability | \$1,000,000 per accident          |

The minimum limits above do not limit the contractor's liability to the City or public.

**11. CONSULTANT'S REPRESENTATIONS**

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

**12. COMPLIANCE WITH LAWS**

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

**13. TERMINATION**

If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Consultant shall be compensated by the City for all work performed to the date of termination.

**14. VENUE STIPULATION**

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

**15. STATUS OF CONSULTANT**

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

**16. PREVAILING WAGES**

Prevailing wages are required for this contract.

**17. COMPLIANCE WITH CITY POLICY**

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

**18. TAXES**

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

**19. DAMAGE BY VANDALISM OR ACTS OF GOD**

It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Consultant's agents.

**20. SAFETY REQUIREMENT**

All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

**21. NON-DISCRIMINATION**

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

**22. SEVERABLE PROVISIONS**

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**23. INTEGRATED AGREEMENT**

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2019**

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Scott Pingel, City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ADDRESS:**  
Rangwala Associates  
6325 Jackie Avenue  
Woodland Hills, CA 91367

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



Rangwala Associates

Planning and Building  
City Hall  
115 Ramsdell Street  
Fircrest WA 98466

Dear Sir or Madam,

We are thrilled to have the opportunity to assist the City of Fircrest in developing a Form-Based Code for the parcels generally located at the southeast corner of 19th Street and Mildred Street.

Following is the scope, schedule, and budget for the project:

**Step 1: Discovery**

Prepare base maps and illustrations and gather background information related to the place, people, market, and mobility patterns. We will prepare an introductory presentation on Principles and Components of Form-Based Code for the opening night community meeting.

**Schedule:** December 10 to January 5th

**Cost:** \$4,000

**Step 2: Charrette (3-day visit)**

At the Charrette, the project team (consultant and staff) will work in short iterative feedback loops. Throughout the charrette, the City will have multiple formal and informal opportunities to engage with the entire project team. The Charrette process will be a transparent engagement with the community, wherein community members will work shoulder to shoulder with the consultant and the city officials towards reaching consensus on a vision and coding framework for the subject site.

Following are the specific tasks we will accomplish collaboratively during the first 3-day visit:

**Day 1:**

- 2.1 Field visit
- 2.2 Meeting with key staff members
- 2.3 Workshop with property owner/developer, and project architect
- 2.4 Community Meeting:



- 2.4a Presentation on Principles and Components of Form-Based Code
- 2.4b Review outcomes from the discovery work
- 2.4c Review key opportunities and challenges

**Day 2:**

- 2.5 Debrief with staff. Review and discuss progress with developer/architect, if necessary
- 2.6 Develop Block-Street-Open Space Master Plan
- 2.7 Develop Street Types
- 2.8 Community Pin-up Session to review progress and gather community feedback

**Day 3:**

- 2.9 Debrief with staff. Review and discuss progress with developer/architect, if necessary
- 2.10 Refine Master Plan, as necessary and develop a regulating plan
- 2.11 Develop Urban Standards
- 2.12 Develop Frontage Types
- 2.13 Develop Building Types
- 2.14 Community Meeting to review progress

**Schedule:** January 21, 22, & 23

**Cost:** \$8,000

**Step 3: Presentation of final draft code (1-day visit)**

Between the first and second visit, we will develop specific standards for each building type and frontage type. Any refinement to charrette outcomes resulting from community feedback or staff review will be made prior to the final visit.

- 2.15 Debrief with staff. Review and discuss final code draft with developer/architect, if necessary.
- 2.16 Community presentation of the final draft of Form-Based Code.

Following the second visit, minor amendments if necessary will be made to the Draft Code.

**Schedule:** Any 1-day during the week of March 2nd or 23rd

**Cost:** \$4,500

**Travel related expenses:** \$1,500

**Total Cost:** \$18,000

We are happy to provide any additional services at an hourly rate of \$230 per hour.

I am happy to provide you with more detailed information regarding the specific approach we would take on this project. I look forward to your response and encourage you to contact us with any questions.

Respectfully and enthusiastically,

A handwritten signature in red ink, reading "Kaizer Rangwala". The signature is written in a cursive style with a large initial 'K' and 'R'.

Kaizer Rangwala  
AICP, CEcD, CNU-A

**NEW BUSINESS:**        **Personnel Policies and Procedures Manual Update**  
**ITEM 7.**

**FROM:**                    **Scott Pingel, City Manager**

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, adopting a Personnel Policies and Procedures manual for employees of the City of Fircrest and repealing Resolution No. 1581.**

---

**PROPOSAL:** The Council is being asked to approve amendments to the personnel policies and procedures manual necessary due to the public works crew decertifying from their union earlier this year. As it has been generally agreed upon that the IBEW Collective Bargaining Agreement was not onerous to the City, the intent of these amendments has been to keep the crew whole per the most recent IBEW CBA.

**FISCAL IMPACT:** These amendments do not carry any fiscal impact. The crew decertifying reduces the funds needed to be spent on labor advice.

**ADVANTAGE:** These amendments keep the personnel policies and procedures for the crew consistent in their transition to being non-represented employees.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Do not approve amendments and reduce the historic benefits specific to the public works crew.

**HISTORY:** The City Council approved amended personnel policies and procedures in March 2019. The public works crew decertified from the IBEW Union in July 2019.

**ATTACHMENTS:** [Resolution](#)  
[Personnel Policies and Procedures \(with proposed amendments\)](#)  
[Personnel Policies and Procedures \(tracked changes\)](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON ADOPTING A PERSONNEL POLICIES  
AND PROCEDURES MANUAL FOR EMPLOYEES OF THE CITY  
OF FIRCREST AND REPEALING RESOLUTION NO. 1581.**

**WHEREAS**, the City Council of the City of Fircrest wishes to reestablish goals and policies for the relations between the City and its employees; and

**WHEREAS**, the City Council desires to provide for maintaining specific personnel rules and regulations in the Personnel Policies and Procedures manual; and

**WHEREAS**, the City Council desires to repeal Resolution No. 1581 and to provide for an effective day of December 17, 2019 for implementing the new Personnel Policies and Procedures manual. Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** A new Personnel Policies and Procedures manual shall be established for the City of Fircrest to reestablish a system of personnel administration which is based upon equal opportunity and sound principles of public personnel administration and is consistent with Federal and State statutes and City ordinances.

**Section 2.** A new Personnel Policies and Procedures manual shall be a manual of rules and regulations, setting out procedures to govern all pertinent personnel matters within the City. Procedures included in the new Personnel Policies and Procedures manual will be binding on all employees. In cases where these policies conflict with City ordinance, Civil Service rules and regulations, the provisions of a collective bargaining agreement, personal service contract, or Federal or State law, the terms of that law or agreement prevail. The official Personnel Policies and Procedures manual shall be maintained by the City Manager and shall consist of the manual as originally drafted and amended. Each department shall maintain a current copy of the manual and all employees shall be given a copy.

**Section 3.** The City Manager or his/her designate shall have the sole responsibility for preparing revisions, additions, or deletions to the Personnel Policies and Procedures manual. If adopted by Council, a copy of the revision, addition, or deletion shall be distributed to all employees and may be effective immediately.

**Section 4.** Resolution No. 1581 is hereby repealed.

**Section 5.** This resolution shall become effective December 17, 2019.

1 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**  
2 **FIRCREST, WASHINGTON**, at a meeting thereof this 16th day of December 2019.

3 **APPROVED:**

4  
5 \_\_\_\_\_  
Hunter T. George, Mayor

6 **ATTEST:**

7  
8 \_\_\_\_\_  
Jessica Nappi, City Clerk

9  
10 **APPROVED AS TO FORM:**

11  
12 \_\_\_\_\_  
Michael B. Smith, City Attorney



# **THE CITY OF FIRCREST**

## **Personnel Policies and Procedures Manual**

Resolution No. \_\_\_\_\_  
Updated \_\_\_\_\_, 2019

## Table of Contents



## **Personnel Policies and Procedures Acknowledgment and Receipt**

This confirms that I: \_\_\_\_\_

- Received and read the City of Fircrest manual of Personnel Policies and Procedures effective December 17, 2019;
- The Personnel manual describes important information for the City of Fircrest, and I understand that I should consult the City Manager or Personnel Officer regarding any questions not answered in the manual.
- Understand and agree that these policies do not guarantee my employment by the City for any set duration and provides me with the assurance that the City will follow these policies as long as they are in effect; and
- Understand that no one in the City has the authority to enter into any agreement for employment for a specified period of time or to make other representations or agreements inconsistent with these policies unless it is in writing and signed by the City Manager; and
- Understand the City may revise and update the policies and procedures from time to time; and
- Understand that these policies revoke and supersede any prior handbooks, statements of employment policies, guidelines and procedures, or employment manuals, handbooks, or other documents issued by the City.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (Printed)



## **SECTION 1**

### **PURPOSE AND SCOPE**

#### **1.1 INTRODUCTION**

These personnel policies serve as a general guide to the City's current employment practices and procedures. As such, it is hoped they will help employees better understand how the City operates and what is expected of employees. These policies also describe what the City provides employees in terms of compensation, benefits and other support.

The City places the highest value on its employees and their well-being. The City wants to have satisfied workers with the support necessary to achieve the objectives of each position. Only in this manner can employees' contributions to the City organization be the most productive.

It is the City's belief that when consistent personnel policies are known and communicated to all, the choices for greater job satisfaction increase. Employees are responsible for reading these policies and if they have questions, to ask their supervisor or department head. Ideas or suggestions for improvement are also to be given to the department head or City Manager.

#### **1.2 INTENT OF POLICIES**

These policies are intended as general guidelines for successful employment and outline what is expected of employees and what they may expect of the City.

These policies are not intended to be a contract, express or implied, or a guarantee of employment for any specific duration. Although the City hopes that employment relationships will be long term, it is recognized that things may not always develop as hoped, and either the employee or the City may decide to terminate the employment relationship at-will, with or without notice, and with or without cause. The City reserves the right to amend its policies at any time with or without notice.

Please understand that no supervisor, department head or representative of the City other than the City Manager has the authority to enter into any agreement for employment for any specified period or to make any written or verbal commitments contrary to what is outlined in these policies.

#### **1.3 EMPLOYEE STATUS**

Employment with the City of Fircrest is "at-will" and can be terminated at any time with or without cause and with or without notice by either the employee or the City. Employees covered by the provisions of a collective bargaining agreement or employment contract are governed by those provisions, to the extent they conflict with these policies. All other employees not designated at-will are given a "for-cause" status after successful completion of their working test period.

#### **1.4 SCOPE OF POLICIES**

These personnel policies apply to all City employees. In cases where these policies conflict with any City ordinance, Civil Service rules and regulations, the provisions of a collective bargaining agreement, personal services contract, or state or federal law, the terms of that law or agreement control. In all other cases, these policies apply.

#### **1.5 CHANGING THE POLICIES**

As the need arises, the City Manager may modify these policies, except that the City Council, by ordinance, shall enact any changes in compensation or benefit levels.

The City Manager may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the City's citizens. The City Manager will provide notice to the City Council within five (5) days of any deviation of these policies.

Employees may request specific changes to these policies by submitting suggestions to their department head, Personnel Officer or City Manager. If adopted by Council, a copy of the revision, addition, or deletion shall be distributed to all employees and may be effective immediately.

#### **1.6 PERSONNEL SYSTEM ADMINISTRATION**

These policies and the City's personnel system shall be administered as follows:

**City Council:** Adopts the budget which includes adjustments to salary ranges, benefit changes, authorization for positions and training appropriations.

**City Manager:** Has final responsibility for implementing and interpreting these personnel policies and is responsible for the final decision on hiring, termination, and discipline of all employees.

**Department Heads:** Have responsibility for administering their own department(s) in accordance with these policies and any applicable laws; and are responsible for discipline of employees, subject to approval by the City Manager.

**Personnel Officer:** Assists the City Manager in administering the personnel system and interpreting policies.

**Employees:** Have a responsibility to read, understand and adhere to the personnel policies.

#### **1.7 DEFINITIONS**

**Anniversary Date:** The date of hiring, reclassifying or promoting of an employee. After the hire date, if an employee's position is reclassified, or an employee is promoted to another position, the most recent reclassification or promotional date becomes the new anniversary date for the purpose of merit increases.

**City:** City of Fircrest.

**Casual and Seasonal Employee:** Employees who are hired by the City to work in seasonal or limited duration positions in which regular compensation is earned for no more than 69 hours per month. Employees in this category do not receive any City benefits except for paid sick leave.

**Department Head:** An employee who is responsible for directing one or more departments.

**Immediate Family:** As defined by RCW 49.46.210, family members included in the paid sick leave law include a child (including a biological, adopted, or foster child, stepchild, 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); a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

**Job Share:** The sharing of one position by two regular part-time employees who each work fewer than forty (40) hours a week.

**May:** "May" is interpreted as "permissive".

**Regular Full-Time Employee:** An employee who has successfully completed a trial period as defined in these policies and who regularly works a minimum of forty (40) hours a week.

**Regular Part-Time Employee:** An employee who has successfully completed a trial period as defined in these policies and who regularly works less than forty (40).

**Shall and Will:** Terms "shall" and "will" are interpreted as "mandatory".

**Temporary Employee:** Employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies. Temporary employees are not eligible for City benefits, except paid sick leave as set forth below.

**Working Test Employee:** Employees who have not yet completed their working test period in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include working test employees.

## **SECTION 2**

### **GENERAL POLICIES AND PRACTICES**

#### **2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates, and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices shall be applied without regard to the person's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, or any other basis prohibited by applicable law.

#### **2.2 DISABILITY DISCRIMINATION PROHIBITED**

The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability, unless the disability cannot be reasonably accommodated and prevents proper performance of an essential element of the job.

#### **2.3 LIFE THREATENING/COMMUNICABLE DISEASES**

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including termination, when a substantial and unusual safety risk to the employee, co-workers or the public exists.

#### **2.4 NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES**

It is the City's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times.

**Harassment Definition.** Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, age, marital status, pregnancy, disability, or any other basis protected by applicable law. See 2.6 Discrimination Complaint Procedure.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, national origin, age, disability, alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, or any other characteristic protected by law or that of relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance;
- otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail and social media).

**Sexual Harassment Prohibited.** Sexual harassment is a form of harassment and discrimination and will not be tolerated by the City of Fircrest.

**Sexual Harassment Definition.** Sexual harassment is defined as sexually suggestive conduct directed at the recipient and when such conduct is not welcomed by the recipient. Examples of sexual harassment includes, but is not limited to: requests for sexual favors, sexually suggestive comments or behavior, discussions of one's private sexual life, sexually explicit jokes, and physical behavior such as kisses, hugs, sexually suggestive pats or squeezes. Unwelcome sexual advances and other verbal or physical conduct constitute sexual harassment when:

1. Enduring the offensive conduct becomes either explicitly or implicitly a term or condition of continued employment;
2. submission to or rejection of such conduct is used as a basis for employment decisions; or
3. the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or offensive.

Sexual harassment does not refer to casual conversation or compliments of a socially acceptable nature. It refers to behavior that is not welcome and which is personally offensive, interfering with effectiveness or creating uneasiness on the job.

**Individuals and Conduct Covered.** These policies apply to all applicants and employees, and prohibit harassment, discrimination, and retaliation whether engaged in by fellow employees, by a supervisor or manager, or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

**Retaliation is Prohibited.** The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

**Complaint Procedure. *Reporting an Incident of Harassment, Discrimination or Retaliation***

The City strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor, department head, or the Personnel Officer before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other City designated representatives identified above.

**Important Notice to all Employees:**

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to compliment and further these policies, not to form the basis of an exception to them.

Employees engaging in improper harassment or inappropriate behavior are subject to disciplinary action up to and including termination. See Section 2.5 Discrimination Complaint Procedure.

**2.5 DISCRIMINATION COMPLAINT PROCEDURE**

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve.

The following procedure outlines the steps to follow if an employee believes he/she has experienced or witnessed harassment or discrimination on the job. This includes, but is not limited to actions related to gender, race, color, national origin, age, disability or any other protected status.

**Step 1.** Employees who believe they have been harassed or are the victim of discrimination should make it clear to the other person that they are offended, that the person's behavior is not welcome, and request that it stop. If this does not resolve the matter or if reprisal from direct communication is feared, move to Step 2.

**Step 2.** Employees who experience or witness any job-related harassment, or believe they have been treated in an unlawful, discriminatory manner, should promptly report the incident to their supervisor, department head, or the Personnel Officer. No employee will suffer retaliation for reporting such concern or assisting in an investigation. An employee who retaliates or an employee who provides false information may be subject to disciplinary action. Confidentiality will be maintained throughout the investigatory process to the extent that it does not impair the investigation.

**Investigation.** Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially by the Personnel Office. Upon receiving a complaint from an employee, supervisor or department head, the Personnel Officer with assistance of the department head will initiate investigation and upon completion of the investigation will recommend to the City Manager whether further action should be taken. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

**Employment Action.** If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal and/or written reprimands, a letter to the employee's file or an employee transfer, demotion, suspension or termination.

## 2.6 WORKPLACE BULLYING POLICY

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the City will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

The City defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.
- Such behavior violates the City's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The City considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.



- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to the Personnel Officer before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the City to take appropriate action.

## **2.7 WORK PLACE VIOLENCE POLICY**

The City will not tolerate any acts of violence toward employees or City property. Any employee who commits or threatens an act of work place violence will be subject to investigation and discipline. All acts of violence will be treated seriously and will be dealt with promptly and appropriately using administrative, managerial, legal and disciplinary actions to minimize risk to employees and property.

**Workplace violence.** Means acts of violence against an employee, vendor or member of the public, threats to inflict physical harm, including threats on social media, or damages to property or any purposeful or knowing behavior which would cause a reasonable person to feel threatened with physical harm committed by an employee or non-employee in the workplace. Workplace violence does not include reasonable force in defense of oneself or others.

**Weapon.** Means any firearm, switchblade knife, or knife with a blade longer than four inches, dangerous chemicals, explosives, blasting caps, chains, and other objects intended to injure or intimidate others.

### **Employee responsibilities.**

1. Treat other people and property with respect. No employee is permitted to commit or threaten violence against any other employee, vendor, or member of the general public. Examples of prohibited conduct are physical abuse, verbal threats to inflict physical harm, including threats on social media, vandalism, arson, and use of weapons.
2. Do not bring a weapon into the City workplace, unless the weapon is required to fulfill the employee's job duties, such as those of a police officer, unless the City Manager grants a prior exception in writing.
3. Immediately report threats or incidents of workplace violence to their supervisor or to the Police Department in the case of immediate serious threat or commission of a crime.

4. Even without an actual threat, report any behavior they have witnessed which they regard as threatening or violent.

### **Supervisor responsibilities.**

1. When funded and available, attend training on identifying and defusing workplace problems and conflicts. Supervisors are expected to appropriately intervene when they see an employee on the receiving end of abuse, whether from another employee or a member of the public, where it is reasonably safe to do so.
2. Immediately contact the Police Department if an incident of workplace violence has actually occurred or if they become aware of a threat.
3. Assess their workplaces to ascertain their security and suggest to the City Manager measures to bring about workplace security.
4. Assist the City Manager and, if necessary, the Police Department, in investigating instances of workplace violence involving employees in their department(s) and to work to avert future such occurrences.

## **2.8 EMPLOYEE PERSONNEL RECORDS**

A personnel file for each employee is kept in City Hall. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, benefit enrollment forms, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, letters of commendation and other pertinent information. Medical information about employees and drug and alcohol testing information are contained in separate confidential files.

**Employee Review.** Employees have the right to review their file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.

**Confidentiality.** Personnel files are kept confidential to the maximum extent permitted by law, except that a supervisor can have access to his or her subordinates' personnel files when necessary in the presence of the Personnel Officer. In the event of a request for information, the Personnel Officer will only release individual information such as dates of employment, positions held and pay ranges, unless a more specific release is requested in writing by the employee or a court order. The City will comply with disclosure required by public disclosure laws, subpoenas, or other lawful requests.

## **2.9 EMPLOYMENT REFERENCES AND VERIFICATION**

Only the City Manager, Personnel Officer, or department head will provide employment references on current or former City employees. Other employees shall refer requests for references to the appropriate department head, City Manager, or Personnel Officer. References will be limited to

verification of employment and salary unless the employee has completed a written waiver or release.

## **2.10 COMMUNICATIONS WITH CITY COUNCIL**

All employees are authorized and directed to keep their supervisors fully and appropriately informed of all major issues and operations affecting their area of responsibility. All department heads are authorized and directed to keep the Council fully and appropriately informed of all major issues affecting the City or Council's legislative and oversight functions.

1. Employees are authorized, encouraged and directed to promptly respond to inquiries from a Councilmember as provided hereafter. Inquiries are those questions which may be answered by a simple yes or no, involve a short briefing of activities or status report, or may involve pulling and copying a readily retrievable document. If an employee is not qualified or does not have the complete information to respond appropriately to the question, the matter will be referred to the appropriate department head or City Manager. Employees should not speculate nor second guess when responding, but provide factual responses.
2. When an inquiry or request for information by a Councilmember or Council committee involves more than a simple response, the request will be immediately referred to the department head to report to the City Manager. If the inquiry would involve a substantial expenditure of resources to respond, the City Manager will refer the request to the full Council for direction before proceeding.
3. In order to fully coordinate activities and bring concerns to the attention of the City Manager, all employees are required to report all essential communications with a Councilmember to the department head to report to the City Manager.
4. To assure completeness, consistency and coordination of effort, all written staff communications with Councilmembers will be reviewed with the City Manager in advance of distribution.

## **2.11 EMPLOYEE AWARDS**

In recognition that employees are the organization's most important asset and resource for providing quality public services to the citizens of Fircrest, there will be an annual employee recognition event. The City wishes to recognize and reward employees for a job well done and for special efforts and accomplishments. Recognition of employees' work and innovative approaches to tasks helps to develop good morale and encourages continued efforts to work hard maintaining high levels of customer service.

As provided in the adopted budget, the City may pay all or part of the cost for the employee recognition event, which will be a two-hour luncheon for all employees citywide in all departments to attend.

## **2.12 TOOLS AND CLOTHING**

The City shall provide such tools as are necessary, subject to approval of the department director, to allow employees to adequately perform required work. Employees shall use reasonable care when assigned tools belonging to the City.

The City shall furnish the necessary clothing and boots for maintenance and operations employees as determined by the department director. The City will provide a safety type utility boot for applicable employees. The City shall replace or repair necessary clothing and boots on an as needed basis as determined by the department director. Improperly maintained or misused boots shall be the responsibility of the employee to repair or replace. City provided clothing and boots shall only be used for City Work.

## **SECTION 3**

### **RECRUITING AND HIRING**

#### **3.1 RECRUITING**

Employees are recruited solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, gender, sexual orientation, marital status, pregnancy, physical handicap, disability or age, or any other protected class.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application. Application forms will only be accepted during recruitment for a position. Any applicant supplying false or misleading information is subject to immediate termination, if hired.

#### **3.2 HIRING**

When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description and the need for such a position. The position will be posted and/or advertised by the Personnel Officer only after approval by the City Manager. Consideration in the selection of employees will be based on the match between the knowledge, abilities, skills, and interests of the individual and the position duties.

**Pre-Employment Examination.** The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with an agency or individual to prepare and/or administer examinations.

**Verification.** Certain items on the employment application or resume will be verified by the Personnel Officer. References, background information, accuracy of degrees and education, job skills, certificates, and past employment will be verified, when possible, along with the industrial safety record and driving record prior to a conditional job offer being made to the applicant. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving. The City may also conduct certain background procedures as required by law. Examples of such procedures include: requiring applicants/employees to show proof they are authorized to work in the United States and requiring applicants/employees who have unsupervised access to children or developmentally disabled adults to complete a disclosure statement. In accordance with the Federal Immigration Reform and Control Act employment eligibility verification requirements, the Personnel Officer will verify the identity of new employees and ensure they are authorized to work in the United States.

**Residency.** Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.

**Driver's License.** Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license with any necessary endorsements.

**Employment Offer.** After a candidate's selection or promotion has been approved by the City Manager, he/she will notify the candidate in writing and officially extend an offer of employment or promotion, including compensation information and conditions of employment. Candidates shall be notified that employment and compensation are subject to budget availability and continued satisfactory performance.

**Pre-Employment Medical Examination.** After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination, which will include testing for controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.

**Disqualification.** A candidate may be disqualified from consideration if:

1. Found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the work place);
2. The candidate refuses to submit to a medical examination or complete medical history forms; or
3. The examination reveals use of controlled substances or alcohol.

**Employment Forms.** The Personnel Officer along with department heads will ensure that new employees fill out appropriate employment forms provided by the Personnel Officer on the first day of employment.

Employees will receive a copy of this Manual and must certify in writing that they have read, or will read, and understand the information contained herein prior to being assigned a work duty. The original signed statement will be filed in the employee's personnel file.

### **3.3 TEMPORARY EMPLOYEES**

Department heads may use temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

**Compensation/Benefits.** Temporary employees are eligible for overtime pay as required by law. Temporary employees do not receive retirement, vacation, health insurance, holidays or any other benefits, except paid sick leave as required by law, during their employment.

Temporary employees pay contributions to the Social Security system, as does the City on their behalf. Temporary employees will normally not be placed on the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria.

### **3.4 VOLUNTEERS**

Utilization of volunteer individuals and organizations can benefit the community by providing services and projects which would not usually be available due to costs. To prevent unnecessary City liability, all volunteers must complete and sign agreements with the City including agreement to defend, indemnify and hold the City harmless for any claims or lawsuits which arise out of their activities and conduct themselves in a safe, appropriate and legal manner and must act in accordance with City policies and procedures, outlined as follows.

**Scope of Volunteer Service.** Except for short-term volunteers, a scope of volunteer service description will be provided to volunteers and/or organizations. The scope of work will include:

1. Duties of the work assigned;
2. Supervision responsibilities;
3. Orientation prior to performing work;
4. Equipment to be provided; and
5. Contact person name and phone numbers.

**Volunteer General Responsibilities.** Except for short-term volunteers and City appointed commission or committee members, all volunteers must submit time sheets. The City provides State Labor and Industries (Workers' Compensation) coverage for volunteer workers which covers medical injuries incurred by the volunteer when working for the City. It does not cover any time lost nor does it cover any permanent injuries. Volunteers need to provide their own medical insurance. Volunteers may not drive City vehicles.

**Background Investigation.** State law requires criminal background and criminal checks for volunteers who will have unsupervised access to children and/or vulnerable adults. The background check is in the form of a written questionnaire on which applicants are asked to disclose criminal convictions, adjudications of child abuse or physical abuse in civil actions, and final decisions of the Department of Licensing or disciplinary boards that include a finding of sexual or physical abuse of a minor. As RCW 43.43.834 authorizes, all persons potentially coming into contact with children or vulnerable adults will have criminal record checks through the State Patrol.

In addition, if a volunteer is performing court ordered community service, the volunteer is required to disclose the nature of the infraction or offense for which they are serving. The City may check references for any potential volunteer.

**Waiver.** Volunteers and volunteer organizations should sign agreements with the City including agreement to defend, indemnify and hold the City harmless for any claims or lawsuits which arise out of their activities. Organizational volunteer service agreements will be reviewed and approved by the City Attorney.

**Volunteer Organizations.** All organizations performing volunteer services will be asked to provide proof of Commercial General Liability insurance in an amount not less than \$500,000 per occurrence, naming the City as an additional named insured. In addition, a waiver must be signed holding the City harmless for any injuries and claims of any kind resulting from their actions. Organizations must provide necessary supervision for projects.

### **3.5 WORKING TEST PERIOD**

Upon hire or appointment, all employees enter a working test period that is considered an integral part of the selection and evaluation process. The working test period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate.

The normal working test period is six months from the employee's date of hire, rehire, or promotion. The City Manager may authorize the department head to extend the working test period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee's performance. The City Manager will indicate in writing successful completion of the working test period.

Once the working test period is successfully completed, the employee may be certified to regular employment status; however, satisfactory completion does not change the at-will status, create an employment contract, or guarantee employment with the City for a specified duration.

**Performance Evaluations.** The employee's performance will be formally evaluated in writing at the mid-point and prior to the end of the working test period.

**Use of Vacation Leave.** Working test employees may not use their accrued vacation leave until they have successfully completed their trial period. Employees in a promotional testing period may use their accrued leave.

### **3.6 EMPLOYMENT OF RELATIVES (NEPOTISM)**

The immediate family of current City employees and City Councilmembers will not be employed *except for temporary assignments* where:

1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
2. One party would handle confidential material that creates improper or inappropriate access to that material by the other; or
3. One party would be responsible for auditing the work of the other.



For the purposes of this policy, “immediate family” members are identified under Section 1.7.

**Temporary assignment.** Includes temporary employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies and regular full-time employees who are assigned to work in a higher job classification. The temporary assignment is intended to alleviate a temporary City need and will be no longer than sixty (60) calendar days in duration. During the temporary assignment, the assigned employee cannot allow an extension of the duration of the temporary assignment.

**Change in circumstances.** If two employees marry, become related, become domestic partners, or have a romantic relationship which causes one or more of the three prohibited circumstances noted above and in the City's judgment, the prohibited circumstances noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the City unless reasonable accommodations, as determined by the City Manager, can be made to eliminate the potential problem. The decision as to which employee will remain with the City must be made by the two employees within ninety (90) calendar days of the date they marry, become related, enter a romantic relationship, or become domestic partners. If no decision is made within the specified time, the City reserves the right to terminate either employee.

### **3.7 PROMOTIONS**

The City encourages promotion from within the organization whenever possible. The City Manager shall determine whether the promotional process for a position will be competitive or appointive. Before advertising a position to the general public, the City Manager may choose to circulate a promotional opportunity within the City. The City reserves the right to seek qualified applicants outside of the organization at its discretion. All openings will be posted on City bulletin boards.

**New Working Test Period.** After promotion to a new position, a new working test period of six (6) months must be completed, unless waived or reduced by the department head and/or City Manager. The City Manager may authorize a department head to extend a trial period for up to an additional six (6) months. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee if a vacancy exists.

### **3.8 RECLASSIFICATION**

Changing service demands, requirements, and job responsibilities may require periodic review and adjustment of City positions. Subject to budget appropriation and City Manager authorization, reclassification may occur when the level of responsibilities and duties of a position change and the areas of emphasis and skills required in the current position are changed.

Increased work volume and outstanding performance are not criteria which are relevant in a classification review. Positions may be reclassified to higher or lower ranges if the essential responsibilities are determined to be significantly changed from original description.

**Process.** Reclassification requests will be initiated prior to commencement of the budget process. The department head will submit to the City Manager a comprehensive job description describing in detail the duties, responsibilities, qualifications and specific changes which have been made to the position. If, after a position audit, the City Manager determines a reclassification is appropriate, the City Manager will implement the reclassification in the preliminary budget for the following Fiscal Year. In presenting the preliminary budget, the reclassification request will be presented to Council for its decision as to inclusion in the adopted budget.

## **SECTION 4**

### **HOURS AND ATTENDANCE**

#### **4.1 WORKING HOURS**

The City's work week is hours of a scheduled shift that starts between 12:01 a.m. Monday and 12:00 midnight Sunday. The scheduled shift for most full-time employees is Monday through Friday from 8:00 a.m. to 5:00 p.m., with a one-hour unpaid lunch period and two fifteen (15) minute paid rest periods. Due to the nature of the City's operations, longer hours or weekend work may be necessary in some instances.

A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules, may be established by the City to meet job assignments and provide necessary City services. Each employee's department head will advise the employee regarding his/her specific working hours.

Part-time and temporary employees will work hours as specified by their department head.

#### **4.2 ALTERNATIVE WORK SCHEDULES**

Certain non-represented positions may be eligible for alternative work schedules, provided there is no appreciable disruption to department operations or service to the public during established hours when City facilities are to be open to the public. It is recognized that some positions do not lend themselves to flexible work schedules.

**Flexible Work Schedule.** Flexible work schedules permit flexible starting and quitting times other than the standard work day, equivalent to the total authorized normal hours per week for a specific position based on a departmental need. Flexible time schedules are based around an established period of work hours, excluding lunch and break periods. Arrangements must satisfy the requirements of completion of a regular work week, maintenance of full coverage for the position during specified shifts, and no overtime. Employees with flexible work schedules are encouraged to schedule personal appointments (doctor, dentist, etc.) on their scheduled time off whenever possible.

**Eligibility.** Eligibility is determined by position. Any regular full-time or part-time non-represented employee may request consideration for a flexible work schedule. Final decisions for participation in an alternative work schedule will be made by the City Manager after review of the circumstances and demands of the position. The proposed schedule must not in any way interfere with the duties required of the position, including attendance at meetings.

**Union Members.** Employees covered by collective bargaining agreements shall be subject to the specific terms of those agreements and are excluded from the provisions of this policy.

**Application Process.** The employee completes an application form which includes the proposed alternative work schedule, reasons supporting the request, potential benefits to the City, potential

problems identified and recommended solutions. The department head within ten (10) work days of receipt of the employee application will indicate whether or not the request should be approved and will forward the employee application to the City Manager for review. The City Manager within ten (10) work days of receipt of the employee application will determine whether or not to approve the request.

**Termination of Alternative Work Schedule.** The City reserves the right to terminate alternative work schedule arrangements if the City Manager deems it would be in the best interest of the City. Changes in workload, funding, legal mandates, changing legal interpretations or other needs of the City or department could cause revision or cancellation of alternative work schedule options offered.

#### **4.3 HOURS OF WORK AND OVERTIME**

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations. You will be informed of your status by the City.

For most City employees, the established work period is forty (40) hours within a seven (7) day work week. All personnel are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked are subject to discipline.

**Non-Exempt employees.** Non-exempt employees are entitled to additional compensation when they work more than forty (40) hours during a work period. All overtime must be authorized in advance by the employee's department head. Failure to get overtime pre-approved may result in discipline, up to and including termination. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for all time worked beyond forty (40) hours. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is counted as hours worked.

**Non-Exempt Employees' Holiday Pay.** Employees required to work on a designated holiday shall receive payment at a rate of two (2) times their regular rate of pay in addition to their regular holiday pay for all hours worked on the designated holiday.

**Exempt Employees.** Exempt employees are not covered by the FLSA or Washington Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job which may not necessarily be completed in a normal work week. In recognition of the extra time demands of certain exempt positions, informal paid leave may be taken, as mutually agreed upon by the employee and the City Manager.

#### **4.4 COMPENSATORY TIME**

No employee shall be entitled to compensatory time off in lieu of overtime pay unless specifically provided by ordinance or labor agreement.

#### **4.5 ATTENDANCE**

Punctual and consistent attendance is a condition of employment. Each department head is responsible for maintaining an accurate attendance record of his/her employees.

Employees unable to work or unable to report to work on time shall notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, up to and including termination.

#### **4.6 UNUSUAL WEATHER CONDITIONS**

During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

An employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to: vacation, floating holiday, or leave without pay. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

If, due to inclement weather, the City determines to send employees home before conclusion of their work day or determines not to have employees come to work, the employees may charge the time missed to other paid time such as vacation, or charge the time to leave without pay. If employees are authorized to perform work at home, they shall be paid their normal rate of pay for the assigned work hours.

During periods of inclement weather or natural disaster, employees may be assigned to emergency services work schedules other than their normal work assignments.

#### **4.7 BREAKS AND MEAL PERIODS**

Employees may take one fifteen (15) minute break for every four (4) hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.

Pursuant to state law, where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

Breaks are not intended to be saved in order to extend any other break period. Meal periods shall be scheduled by the employee's department head. The scheduling of meal periods may vary depending on department workload but will commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift. When an employee works three (3) or more hours

longer than a normal work day, the employee will be allowed at least one thirty (30) minute meal period prior to or during the overtime. Meal periods are unpaid.

#### **4.8 CALL BACK**

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back may be grounds for immediate disciplinary action, possibly including termination.

Non-exempt (FLSA covered) employees called back to duty will be paid their appropriate rate of pay for hours worked and paid the overtime rate for hours worked in excess of forty (40) per week. See Section 5.5 for more information on Call Back Pay.

An employee held over at the end of a shift is not considered called back.

#### **4.9 PAYROLL RECORDS**

The official payroll records are kept by the Finance Director. Each department head shall turn in work records to the Finance Department on the Monday morning following the last day of the two-week pay period.

Each employee shall sign their work record noting hours worked, leave taken and overtime worked. The department head shall review the work record and by his/her signature, approve the work record for processing. The City Manager shall sign work records for department heads. See Section 5.11 for more information about timesheets.

## **SECTION 5 COMPENSATION**

### **5.1 SALARY CLASSIFICATION AND GRADES**

Each job title within the City is classified into one of the City's classifications for salary purposes. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule ordinance, which is approved annually by the City Council.

### **5.2 WITHIN-RANGE SALARY ADJUSTMENTS**

The salary range is divided into six (6) steps, with five (5) percent increase between steps. Upon successful completion of one-year continuous service, an employee is eligible to progress from one pay step to the next higher pay step, provided performance has been evaluated as at least satisfactory. Employees reclassified or promoted become eligible to advance on their annual reclassification date or promotion date.

**City Manager Position Exempt.** The City Manager position is exempt from within-range salary adjustments and any salary adjustments shall be conducted pursuant to the employment agreement with the City Council.

### **5.3 EMPLOYEE PAY RATES**

Employees shall be paid within the limits of the salary range to which their positions are assigned. Usually, new employees will start their employment at Step A for their classification. However, a new employee may be employed at a higher step than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting step greater than the minimum.

Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the City Manager may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

The City Manager may propose and the City Council may grant an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

Any employee promoted or reclassified to a position in a higher classification and salary range shall be placed at the pay step in the new range which represents a pay increase.

### **5.4 OUT OF CLASSIFICATION PAY**

Any employee required by the employee's department head to work in excess of two (2) consecutive scheduled work shifts in a higher job classification shall receive pay for all time worked in the higher classification. This would apply as soon as an employee begins a third consecutive work shift.

Payment will be at the lowest pay step in the higher classification or one-hundred five (105) percent times the regular position's base rate of pay, whichever is more. Non-worked hours are not authorized for out-of-classification payment. Employees are required to record all out-of-classification pay hours on the appropriate section of their work record.

**Set-Up Required by Law.** For the Public Works Departments, if state law or regulation requires that a foreman be present on the job-site and no foreman is present, then the department director shall designate a qualified employee to assume the duty of foreman and the employee shall be paid 105% of the employee's base wage rate during the period that the employee has assumed the foreman's duties.

The Public Works Director may further determine if a lead worker/person-in-charge is required to be present at a job site for more than two hours. In such case, the qualified employee appointed as the person-in-charge shall be paid 103% of the employee's base wage rate during the period of time the employee has assumed the responsibilities of the person-in-charge.

**Live Wire Work.** Employees who perform live wire streetlight work (not including bulb and photo cell replacement), shall receive 103% of the employee's base wage with a two-hour minimum guarantee.

**Work at Altitude.** Employees required to work at least seventy-five feet above ground shall be compensated for actual time worked at two times their base wage rate.

## **5.5 CALL BACK PAY**

Any full-time employee required by the employee's department head to work after completion of the employee's regularly scheduled shift shall receive pay for all hours worked at the overtime rate of pay.

Employees called back to work shall be paid a minimum of two (2) hours at the overtime rate of pay, regardless of the number of hours worked. An employee held over at the end of a shift is not considered called back.

When a non-exempt employee is called at home (excluding redirecting the call to another employee) to perform City business, the employee shall be compensated for one hour at the employee's overtime rate of pay for the first emergency/response call that does not require a return to City headquarters or the worksite to address and resolve the reported problem. Subsequent calls after the first hour of paid time shall be paid at the overtime rate of pay for the actual time spent to handle the call.

## **5.6 PAYMENT OF SALARY**

City employees are paid bi-weekly on Friday. If a payday falls on a recognized holiday, pay checks will be distributed the previous day.



Employees should review the pay stubs upon receipt to ensure that the amount paid is correct. Discrepancies must be reported to the Finance Department. Employees may elect to have their paycheck deposited directly into the account of their choice. If you wish to participate in the direct deposit program, please coordinate with the Finance Department.

**Statement of Earnings.** Statement of Earnings (Paycheck Stubs) will be distributed bi-weekly in such a manner as to not interfere with the normal work day. The Statement of Earnings includes information such as Gross Pay, Regular and Overtime Hours, Vacation, Holiday, Sick, and/or Personal Day Hours used; all applicable deductions, all available leave time available. The amount of Federal or State withholdings is affected by the number of exemptions claimed on Form W-4, the Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Personnel Officer.

## **5.7 DEDUCTIONS**

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee in writing, by applicable union contract, or by statute.

## **5.8 TRAVEL AWAY FROM THE CITY**

All travel away from the City must be approved in advance by the department head and the City Manager. Employees must submit travel requests on the "Training Attendance Request" form.

## **5.9 TRAVEL EXPENSE REIMBURSEMENT**

City employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the City, including food, lodging and travel expenses while away, but excluding any expenses for alcoholic beverages.

Tips not exceeding fifteen percent (15%) for meals, taxis, or baggage handling are reimbursable. If private automobiles are used, employees will be reimbursed at a rate the Internal Revenue Service allows per mile without supporting documents.

Requests for reimbursement, including receipts, shall be submitted on a "Travel Expense Claim" form signed by the employee, department head, and City Manager.

**Meals.** Meal reimbursements shall not exceed the amount for per diem meal reimbursement. Meals included with registration costs shall not be reimbursed. The City shall not reimburse an employee of any expenses associated with the purchase of alcohol. Per diem meal reimbursement rates are:

- Breakfast: \$10.00
- Lunch: \$15.00
- Dinner: \$25.00

**Hotel/Motel.** Reasonable hotel/motel accommodations are acceptable for travel more than fifty (50) miles from the City and will be reimbursed at a maximum of the single room rate.

**Incidental Expenses.** Allowable incidental expenses include baggage checking, business telephone, and one *brief* (generally, not exceeding five minutes) telephone call home to a family member every twenty-four (24) hour period.

#### **5.10 COMPENSATION UPON TERMINATION**

When an employee's employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled payday:

1. Regular wages for all hours worked up to the time of termination which have not already been paid,
2. Any overtime or holiday pay due, and
3. A lump sum payment of any accrued but unused vacation.

#### **5.11 TIMESHEETS**

All City employees must record all hours worked and all leave hours taken on a timesheet, and submit their timesheets to the Finance Department bi-weekly. All timesheets must be in the Finance Department by 10:00 AM the Monday preceding payday in order for an employee's pay to be processed for payday. Attendance records are City records, and care must be exercised in recording the hours worked, overtime hours, and absences. Both the employee and the supervisor are responsible for carefully and honestly completing the timesheets.

## **SECTION 6**

### **PERFORMANCE EVALUATIONS AND TRAINING**

#### **6.1 PERFORMANCE EVALUATIONS**

To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions. The City Manager is responsible for developing and maintaining the City's performance evaluation program.

Employees are to be evaluated by their department head at the midpoint of and prior to the end of their working test period and usually once every twelve (12) months thereafter. Each department head will maintain a list of employee anniversary dates and timely evaluate employees in their departments.

The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

#### **6.2 TRAINING POLICY**

The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to City employment to obtain or maintain required licenses and certifications, and to develop staff resources.

Opportunities may include, but are not limited to: on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations.

Any training that requires travel away from the City must be approved in advance by the department head and the City Manager as provided by the budget. Employees must submit travel requests on the "Training Attendance Request" form.

If a utility employee is required to have special certifications or licenses in order to be able to perform the employee's job duties, then the employee is responsible for obtaining the initial certifications or licenses at the employee's expense. The City will pay the cost of maintaining the certification or license. Any costs for required physical examinations will be paid by the City directly to a City-approved vendor or as a reimbursement when an employee uses another physician. The reimbursement amount when an employee chooses another physician will not exceed the amount that would have been paid to the City-approved vendor.

## SECTION 7 BENEFITS

### 7.1 RETIREMENT BENEFITS

**Social Security.** The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

**Law Enforcement Officers' and Firefighters' Retirement System (LEOFF).** All regular uniformed employees in the police department are covered by the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington.

**Public Employees Retirement System (PERS).** Most regular full-time and part-time non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.

Employees intending to retire should notify their department head of their intent to retire at least three (3) months prior to the date of retirement.

**Deferred Compensation Plans.** The City provides two voluntary deferred compensation 457 plans for employees to contribute pre-tax dollars.

### 7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

All employees are covered by the State Workers' Compensation Program (Industrial Insurance). This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for work days lost and medical costs due to job-related injuries or illnesses. All job-related accidents shall be reported immediately to the supervisor.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for workers' compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of workers' compensation benefits.

**Coordination of Benefits.** When the employee receives workers' compensation benefits, he/she is required to repay to the City the amount covered by workers' compensation and previously advanced by the City. This policy is to ensure that the employee will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred.

Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account. Employees may supplement workers' compensation salary benefits by using accrued sick or other leaves to increase their workers' compensation disability payments up to an amount not to exceed their net pay if they were working their regular schedule. The City may require an examination at its expense, performed by a physician of its choice to determine when the employee can return to work and if he/she will be capable of performing the duties of the position.

Volunteers may be covered by the State Workers' Compensation Program. They must submit on a timely basis the hours volunteered to ensure proper contributions are made on their behalf for the time worked. Commissions, committees and boards are not covered under this provision.

### **7.3 HEALTH INSURANCE BENEFITS**

**Regular Full-Time Employees.** Regular full-time employees and their dependents are eligible to participate in the City's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire.

The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

**Regular Part-Time Employees.** Regular part-time employees will be entitled to benefits as authorized by the City Manager and City Council.

**Temporary Employees.** Temporary employees will not be eligible for insurance coverage.

### **7.4 LIFE INSURANCE BENEFIT**

The City provides life and accidental death and dismemberment insurance for regular full-time employees. This coverage is effective the first day of the month following employment. Said policy amount shall be at the sum of one (1) times the annual salary, rounded to the next one thousand (1,000) dollars plus the dollar value of the accrued sick leave as of December 1 of the prior year, rounded to the nearest one thousand (1,000) dollars (to the maximum available through the City's insurance). The City may provide the term insurance policy through any insurance company approved by the State Insurance Commissioner. The program will be explained upon hire.

### **7.5 LONG TERM CARE INSURANCE BENEFIT**

The City provides long term care insurance for eligible active and retired LEOFF I employees.

### **7.6 CONTINUATION OF INSURANCE COVERAGE**

**Workers' Compensation Leave.** An employee receiving workers' compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The City also continues to pay for

the employer's portion of health insurance premiums, provided that the employee continues to pay their share of premiums, if any.

After six (6) months, the employee's benefits shall cease unless the City Manager makes an exception based on the criteria stated in Section 1.4 of these policies. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time he/she receives workers' compensation benefits.

**Consolidated Omnibus Budget Reconciliation Act (COBRA) rights.** Upon an employee's termination from City employment or upon an unpaid leave of absence, at the employee's option and expense, the employee may be eligible to continue City health insurance benefits to the extent provided under the federal COBRA regulations.

An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA continuation rights.

**Termination, retirement, leave of absence.** For eligible employees who terminate, retire or are on an approved leave of absence, the City will pay the premium for the month the employee is leaving, provided the employee is on paid status for the first ten (10) days of the month.

## **7.7 UNEMPLOYMENT COMPENSATION**

City employees may qualify for State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met.

## **7.8 RETURN FROM UNPAID LEAVE**

Upon return from an unpaid leave, an employee's benefits, leave accruals, and insurance coverage will commence on the first day of the month following the return date.

## **7.9 EMPLOYEE ASSISTANCE PROGRAM**

As provided in the budget, the City may pay all or part of the premium cost for regular full-time and part-time employees' enrollment in an approved Employee Assistance Program (EAP). The EAP is a consultation and referral service to assist employees in resolving a variety of problems which may interfere with the employee's productivity on the job. Under the EAP, employees may seek consultation and referral for a variety of problems including emotional, marital, drug and alcohol abuse, family problems, and other situations. After consultation, the employee may be referred to sources where treatment may be obtained. The cost of the initial consultation is paid by the City; however, treatment by the referral source will be the responsibility of the employee. Some of the treatments may be covered by the City's medical insurance programs. Contact your department head or the Personnel Officer to obtain the current phone number for the EAP. Most contacts you make with the EAP are considered strictly confidential.

#### **7.10 WELLNESS PROGRAM**

The City has an AWC-approved ongoing Wellness Program which focuses on health, fitness, and wellness issues by promoting positive lifestyle choices among City employees and their families (Resolution No. 1151, adopted October 26, 2010). This program helps to stabilize the cost of insurance programs and can help lower insurance premium rates. In addition, the Wellness Program can increase employee productivity and performance, reduce stress and enhance the quality of life. As provided in the budget, the City may pay a portion of wellness programs for employees.

## SECTION 8 LEAVES

### 8.1 VACATION LEAVE

Each regular full-time employee is entitled to vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
1 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours
9 years	144 hours
10 years	152 hours
11 - 14 years	160 hours
15 - 19 years	176 hours
20 years or over	184 hours

**Accrual and Use.** Vacation time accrues from date of hire and may be taken as it is accrued after successful completion of the working test period. An employee who separates from City service prior to successful completion of the working test period shall not be entitled to receive annual leave or pay for any vacation hours accrued.

**Scheduling.** Department heads are responsible for scheduling employees' vacations without undue disruption of department operations. As a general guideline, leave requests for one week or more duration should be submitted at least thirty (30) days in advance.

**Maximum Accrual.** The maximum number of vacation hours which may be accrued is two hundred forty (240) hours. Vacation time in excess of two hundred forty (240) hours shall be used or forfeited.

**FLSA Exempt Employees.** FLSA exempt employees will receive an additional forty (40) hours annual vacation.

**Employment Termination.** Employees will be paid for unused vacation time upon termination of employment.

**Vacation Time Sell-Back.** Within the limits of available resources, once annually during the last quarter of the year, an employee may request to sell back unused vacation time, provided the accrued vacation leave is not reduced to less than eighty (80) hours. The City reserves the right to



limit an employee's request if the department's budgeted appropriations, in the City Manager's opinion, appear insufficient to pay the amount requested.

**Regular Part-Time Employees.** Regular part-time employees will receive vacation on a pro-rata basis based on the established number of hours in their regularly scheduled work week.

**Casual, Seasonal, and Temporary Employees.** Employees under these classifications are not eligible for any vacation benefits.

**Leave Without Pay.** Employees do not accrue vacation benefits during a leave without pay.

## **8.2 PAID SICK LEAVE**

**Accrual and Use.** All full-time regular employees accrue paid sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular Part-Time, Casual and Seasonal employees accrue sick leave pro-rated to their Full-Time Equivalent status (i.e., a 0.5 FTE employee would earn 4 hours of sick leave per month). All employees accrue at least one hour of paid sick leave for every 40 hours worked.

**Availability.** Employees are entitled to use their accrued, unused paid sick leave beginning on the 90<sup>th</sup> calendar day after the start of their employment.

**Maximum Accrual.** Paid sick leave granted and not used shall accrue up to a total of one thousand nine hundred forty (1,940) hours. Accrued sick leave is canceled upon termination of employment.

### **Allowable Uses of Paid Sick Leave.**

Employees may use accrued, unused paid sick leave:

- To care for Their health needs or the health needs of their family members;
- When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act.
- Employers may allow employees to use paid sick leave for additional purposes (i.e. medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day); exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; use of a prescription drug which impairs job performance or safety; and additional leave beyond bereavement leave for a death in the immediate family, as authorized by the City Manager).

**Doctor's Documentation.** A doctor's certificate shall be required when an employee is absent for a period in excess of five (5) days.

The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job.

Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.

**Regular Part-Time Employees.** Regular part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked.

**Leave Without Pay.** Employees who use all their accumulated sick leave and other leave accruals and require more time off work due to illness or injury may, with their department head's prior approval, request a leave without pay. (See 8.6 Leave Without Pay.)

Employees do not accrue sick leave benefits during a leave without pay.

**Unused Sick Leave.** Employees will not be paid for any unused sick leave upon leaving City service for any reason.

**Temporary Employees.** Temporary employees do not earn sick leave benefits.

### **8.3 FAMILY AND MEDICAL LEAVE**

The City complies with the federal Family and Medical Leave Act of 1993 (FMLA) and all applicable state laws related to family and medical leave.

#### **Definitions:**

**Serious health condition (family leave)** means an illness, injury, impairment or physical or mental condition of a child, parent or spouse which warrants the participation of a family member to provide care during a period of the treatment, or supervision of the child, parent or spouse and also involves either an:

1. inpatient facility, or
2. continuing treatment or supervision by a health care provider.

**Serious health condition (employee)** means an illness, injury, impairment or physical or mental condition that involves:

1. any period of incapacity or treatment in connection with inpatient care, any period of incapacity requiring absence from work of more than three (3) calendar days, and
2. also involving continuing treatment by (or under the supervision of) a health care provider or continuing treatment (or under the supervision of) a health care provider for:
  - a. a chronic or long-term health condition that is either incurable or so serious that if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or

- b. for prenatal care.

**Family Leave Eligibility.** The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees to take up to twelve (12) weeks of unpaid, job-protected in a twelve (12) month period for certain family and medical reasons.

To be eligible, an employee must have worked for the City for a least 12 months and has at least one thousand two hundred fifty (1,250) hours of service for the City during the twelve (12) month period immediately preceding the leave. There also must be at least fifty (50) employees working for the City.

**Reasons for Taking Leave.** Unpaid FMLA leave is granted for any of the following reasons:

1. The birth of a newborn child or a newly adopted child who is under the age of 18 or a child just placed with the employee for foster care. Leave must conclude within 12 months of birth, adoption, or placement.
2. To care for a qualified family member who has a serious health condition and needs the employee's care;
3. For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
4. For any qualifying exigency arising out of the fact that a qualified family member is a military member on covered active duty or call to covered active duty status.

**Substitution of Paid Leave.** At the employee's request or the employer's request, certain kinds of paid leave may be substituted for unpaid FMLA leave. Accrued vacation may be substituted for any type of FMLA leave. Accrued sick leave may be substituted only in the circumstances where the City's policies or state law allow employees to use that paid leave. Under the law, employees in Washington State are entitled to use their choice of sick leave or other paid time off, including certain disability plans to care for:

- a child with a health condition that requires treatment or supervision;
- a spouse, parent, parent-in-law, or grandparent, who has a serious health condition or an emergency health condition; and,
- children 18 years and older with disabilities that make them incapable of self-care.

The Family Care Act allows employees to use earned sick leave to care for a sick child under the age of 18 years. Employees may use available sick leave or other paid time off, including vacation time and certain disability plans, to care for immediate family members identified by RCW 49.46.210. An employer is prohibited from discharging, demoting, or disciplining employees for exercising their rights under the law. Violations of the Family Care Act provisions may result in a civil penalty. All employees who have paid-leave benefits in Washington State are covered by this law, regardless of the size of the employer.

If an employee has any sick leave available that may be used for the kind of FMLA leave the employee is taking, the City requires use of that paid sick leave as part of the FMLA leave. Use of vacation time for FMLA leave is also an option.

If an employee uses paid leave for a purpose which FMLA leave would be available, the City requires the employee to designate their paid leave as counting against the employee's FMLA leave allowance. Employees are to notify the City if they use paid leave for a reason covered by the FMLA so that proper accounting is made for the leave.

**Advance Notice and Medical Certifications.** Employees must provide at least thirty (30) days advance written leave notice to their department head, with specific reasons for the medical leave. If circumstances do not allow giving the required notice, employees are to give notice as soon as possible.

Prior to approving the request, the City may require confirmation from a health care provider of the need for and probable duration of the leave requested for a serious health condition. Such notice must be provided within fifteen (15) days of the date of request. If planned medical treatment is required, employees are required to make a reasonable effort to schedule so as to minimize disruption to City operations.

**Intermittent Use of Leave.** If medically necessary because of a serious health condition and under some circumstances, FMLA leave may be taken in blocks of time or by reducing the normal weekly or daily work schedule.

If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to City Manager approval.

**Benefits While on Leave.** Employees will be allowed to have medical and dental coverage continued under the same conditions as before their leave commenced. Except in certain circumstances, if an employee does not return from leave, the City may recover all insurance premiums it paid to continue the employee's coverage while on leave.

Employees taking family or medical leave are required to exhaust their accrued vacation and sick leave first at the beginning of the leave.

Taking an unpaid family leave will not cause employees to lose employment benefits which accrued before the start of the leave, such as seniority. However, employees will not accrue these benefits during the unpaid family leave.

**Periodic Reporting.** Employees taking leave for more than two (2) weeks, must report to the City at least every two (2) weeks on their status and intent to return to work.

**Leave Related to Pregnancy.** Employees taking leave for the disability phase of pregnancy or childbirth while they are physically unable to work, will have the time counted against the annual

twelve (12) week FMLA leave allowance. For example, if an employee takes six weeks of FMLA leave for childbirth to recover from childbirth, the employee is entitled to only six (6) weeks of FMLA leave after that to care for the new child.

Employees are entitled to unpaid leave for the full period of the physical disability resulting from pregnancy and childbirth, even if the employee is disabled for more than twelve (12) weeks, and even if the employee does not qualify for leave under the federal law.

**Return from Leave.** Upon returning from a family leave, employees will generally be assigned the same or a substantially similar position as the one held when the leave commenced or to a position with equivalent pay, benefits, and other conditions of employment.

Employees must provide a medical certification of Fitness for Duty to return to work after a medical leave that extends beyond five (5) consecutive working days, that involves a mental disability or substance abuse, or where the medical condition and employee's position are such that may present a serious risk of injury to the employee or others. See Section 9.9 for more information about the fitness for duty examination.

#### **8.4 BEREAVEMENT LEAVE**

Regular full-time and part-time employees may receive paid leave for up to three (3) days bereavement leave, which will be deducted from the employee's accrued sick leave and/or vacation leave, in the event of the death of an immediate family member as defined in Section 1.7. Additional hours may be granted upon approval of the department head and City Manager.

#### **8.5 SICK LEAVE SHARING**

A medical condition, illness or injury is defined as a physician certified case or a medical condition, illness or injury which is of an extraordinary or severe nature and which has caused or is likely to cause the employee to:

1. Go on leave of absence without pay; or
2. Terminate City employment; and
3. Will not include any mental, emotional or stress related medical condition, illness, claims or injuries except for periods during hospitalization or institutional internment.

**Authorization.** The City Manager may permit a regular full-time or part-time employee to receive sick leave donations from other qualified employees if:

1. The condition meets the definition;
2. The employee's absence and the use of shared sick leave are justified;
3. The employee has depleted or will deplete his/her annual vacation leave and sick leave accruals;

4. The employee has abided by all personnel rules regarding sick leave use, including physician certification; and
5. The employee has diligently pursued and been found to be ineligible for State Industrial Insurance benefits or other government or private disability insurance benefits.

**Process.** The City Manager will determine the sick leave amount which an employee may receive in donations which cannot exceed a total of three hundred forty-nine (349) hours of donated sick leave upon the following considerations:

1. Donated sick leave will be utilized in order of receipt in eight (8) hour increments;
2. In the instance where an illness or injury qualifies an employee for workers' compensation or other disability insurance benefits, the employee's access to shared sick leave will only be for the difference between the employee's base wage rate and the amount paid the employee by the benefits, to the extent of available shared sick leave, if any;
3. An employee with sick leave accrual more than one hundred ninety-two (192) hours may request the City Manager to transfer a specified amount of sick leave to another employee authorized to receive sick leave;
4. In no event may the employee request transfer of an amount that would result in his/her own sick leave accrual under one hundred ninety-two (192) hours; and
5. The amount of sick leave time transferred which remains unused will be returned to the employee(s) who transferred the leave when the City Manager finds the leave is no longer needed.

Employees who request donated hours will be required to submit medical documentation supporting the need for the leave completed by a board certified medical physician. Medical certification must be sufficient to document how the condition qualifies under one of the state or federal protected leave acts. Medical certification requests will be administered in accordance with relevant laws and regulations.

## **8.6 LEAVE WITHOUT PAY**

The City Manager may grant leaves of absence without pay in appropriate circumstances. In order to receive leave without pay the employee must submit a written request to the City Manager after obtaining the permission of his/her department head. Failure to return upon expiration date of the leave may be cause for negative employment action.

## **8.7 JURY AND WITNESS LEAVE**

Employees shall be granted time off with pay to serve on a jury or as a court witness. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.

It is expected that employees will report to work if there is a break during jury duty where the employee is not required to report to the courts.

You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Notification is to be given to the department head and Finance Department.

## **8.8 ADMINISTRATIVE LEAVE**

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the City as determined by the City Manager during the pendency of an investigation or other administrative proceeding.

## **8.9 MILITARY LEAVE**

**Military Training.** Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to fifteen (15) calendar days per year, or any greater period required by law, for performing ordered active duty training.

If active duty training exceeds fifteen (15) calendar days, the employee will take accrued vacation leave and then leave without pay.

Employees are required to provide their supervisor with copies of military orders as soon as possible after they are received.

**Leave for Active Duty.** Employees who are called to or volunteer for active duty military service *in excess of* fifteen (15) calendar days will be placed on an indefinite unpaid leave of absence during the time the employee is serving in active duty status with any branch of the United States Armed Forces or state militia.

The employee may, at his/her option, use any or all of accrued vacation leave prior to moving to unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the City. The employee will not earn additional vacation or sick leave during the time of unpaid leave nor will he/she be entitled to health insurance benefits except as may be provided for under COBRA.

Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

## 8.10 HOLIDAYS

The following are recognized as paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

The employee must be on paid status the day prior and day after a holiday to qualify for holiday payment.

**Floating Holiday.** In addition to the above holidays, each regular full-time employee shall be granted eight (8) hours floating holiday time each calendar year; provided the employee has worked or is scheduled to work four (4) consecutive months in the calendar year. Accumulated holiday time shall be taken in the year it is accrued or it is lost.

**Condition of Payment.** As a condition of payment for holidays, an employee must be in a paid status the scheduled work day immediately preceding a holiday and the scheduled work day immediately following the holiday, unless excused by the City Manager.

**Holiday Work.** Non-exempt regular full-time or part-time employees will be paid for the holiday plus two (2) times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the City Manager or his/her designee.

**Regular Part-Time Employees.** A regular part-time employee is not entitled to compensation for a holiday unless the day it is observed falls on the employee's regular scheduled work day. Regular part-time employees will be paid on a pro-rata basis based on the established number of hours in their work week.

## 8.11 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the City Manager or his/her designee approval, take the day off using vacation, floating holiday, or leave without pay.



## **8.12 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES**

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

**Regular Part-Time Employees.** All leaves, including holidays are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and forty (40) hours per week. The City may pay a pro-rata cost of premiums for medical, dental or life insurance for regular part-time employees as authorized by the City Manager and provided for in the annual budget.

**Casual, Seasonal, and Temporary Employees.** Employees under these classifications are not eligible to receive benefits, including leaves, holidays and insurance, except sick leave as required by law.

## **SECTION 9**

### **EMPLOYEE RESPONSIBILITIES AND CONDUCT**

#### **9.1 GENERAL CODE OF CONDUCT**

All “ employees are expected to represent the City to the public in a professional manner which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and department head.

**Minimum standards of personal conduct.** Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct. Among the City's expectations are:

1. Basic tact and courtesy towards the public, vendors, and fellow employees;
2. Adherence to City policies, procedures, safety rules and safe work practices;
3. Compliance with directions from supervisors;
4. Preserving and protecting the City's equipment, grounds, facilities and resources;
5. Avoiding any action that might result in or create the impression of using their position for private gain, giving preferential treatment or privileged information to any person, or losing impartiality in conducting the City's business; and
6. Providing orderly and cost efficient services to its citizens.

The City is a relatively small organization. To function as efficiently as possible, employees may be asked to perform seemingly "menial" duties outside their regular assignments. It is no reflection on an employee's worth to the City, but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the City also reserves the right to change employees' work conditions and the duties originally assigned. If these arrangements become necessary, the City expects employees' best cooperation.

#### **9.2 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST**

The position that all regular employees hold with the City is viewed by the City as that employee's primary job. Due to the high standards and emergency service expectations of the public for all City employees, all outside employment will be approved in advance by the department head and City Manager.

Employees may engage in another job outside their City employment as long as it does not conflict with the best interests of the City or interfere with the employee's ability to perform his/her City job. Specifically, outside activities may not:

1. Prevent the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
2. Be conducted during the employee's work hours;
3. Utilize City telephones, computers, supplies, or any other resources, facilities or equipment;
4. Be with a firm which has contracts with or does business with the City; or
5. Be reasonably perceived by members of the public as a conflict of interest or otherwise discredits public service.

**Conflict of Interest.** No employee shall use his/her position for personal gain and shall avoid conflict of interest or the appearance of conflict of interest.

### **9.3 REPORTING IMPROPER GOVERNMENTAL ACTION**

**General Policy.** In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, and Resolution No. 494, employees are encouraged to disclose any improper governmental action taken by City officials or employees without fear of retaliation.

This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

#### **Key definitions:**

**"Improper Governmental Action"** is any action by a City officer or employee that is:

1. Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
2. In violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.
3. "Improper governmental action" does not include personnel actions (hiring, firing, complaints, promotions, reassignment, for example). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

**"Retaliatory Action"** is any material adverse change in the terms and conditions of an employee's employment.

**"Emergency"** is a circumstance that if not immediately changed may cause damage to persons or property.

**Procedure for Reporting Improper Government Action.** Employees who become aware of improper governmental action should follow this procedure:

1. Bring the matter to the attention of his/her supervisor, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.
2. Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the City Manager.
3. The City Manager or his/her designee, shall promptly investigate the report of improper government action. After the investigation is completed (within ten (10) work days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.
4. If the employee is not satisfied with the results of the investigation, he/she may request reconsideration in writing within five (5) work days of receipt of the City Manager's written response. The City Manager has three (3) work days to advise the reporting employee in writing whether reconsideration will be granted. If granted, the City Manager has five (5) work days from the date reconsideration is granted to complete additional investigation and provide the employee with a written response.
5. If the employee is still dissatisfied with the response, he/she may disclose the complaint to an outside agency or organization (Office of the Attorney General, Office of the State Auditor, or Office of Pierce County Prosecutor) for further review.

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper government action occurred, or that insufficient action was taken by the City to address the improper action or that for other reasons the improper action is likely to recur.

**Protection Against Retaliation.** It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper government action should follow the following procedure.

### **Procedure for Seeking Relief Against Retaliation.**

1. Employees must provide a written complaint to the City Manager within thirty (30) days of the occurrence of the alleged retaliatory action. The written charge shall specify the alleged retaliatory action and the relief requested.
2. The City Manager shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.
3. After receiving the City's response, the employee may request a hearing before a state Administrative Law Judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the City's response to the charge of retaliatory action or forty-five (45) days of receipt of the charge of retaliation to the City Manager for response.
4. Within five (5) working days of receipt of a request for hearing the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an ALJ. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45) days after the date of the request for hearing, unless an extension is granted.

**Policy Implementation.** The City Manager or designee is responsible for implementation, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, department heads and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

### **9.4 POLITICAL ACTIVITIES**

City employees may participate in political or partisan activities of their choosing provided that City resources, time, and property are not utilized, and the activity does not adversely affect the responsibilities of employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

Any employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours.

Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause.

An employee shall not hold an appointed or elected public office of the City when the holding of such office is incompatible with or substantially interferes with the official duties of the employee's job.

Except as noted in this policy, employees are otherwise free to fully exercise their constitutional First Amendment rights.

## **9.5 SMOKING AND TOBACCO POLICY**

It is the City's policy to maintain a safe, healthful, and aesthetically pleasing work environment by prohibiting smoking and use of tobacco products. Smoking is defined to include the use of tobacco-containing products, including cigarettes, cigars, and pipes, as well as the use of electronic cigarettes. For these considerations, smoking, including vaping, is prohibited on all City-owned property, and the City prohibits smoking, including vaping, and tobacco use by employees in all City facilities, including City-owned buildings, vehicles, work sites, and offices or other facilities rented or leased by the City, including individual employee offices. Smoking is permitted on public right-of-way or where posted "Smoking Permitted" signs are located. This policy applies equally to all employees, customers, and visitors.

Employees are expected to exercise common courtesy and to respect for the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to not abuse break and work rules and to keep smoking areas litter-free. Complaints about smoking issues should be resolved at the lowest level possible but may be processed through the City's grievance procedure.

Employees are protected from retaliatory action or from being subjected to any adverse personal action for exercising or attempting to exercise his/her rights under the smoking and tobacco policy. Any violation of this policy may result in appropriate corrective disciplinary action, up to and including termination.

Employees may contact the Personnel Officer for information regarding the effects of smoking and the availability of smoking cessation programs

## **9.6 SENSITIVITY TO FRAGRANCES AND ODORS**

Employees are asked to be considerate of those who are sensitive to fragrances and odors and avoid using scented products in the workplace. If you use a fragrance or scented product, please use it sparingly.

A general guideline for fragrances and scented products is that they should be barely detectable at an arm's length away, or if it can be smelled by a reasonable person at a distance of between three and four feet away, it is too strong. If there is a question whether a scent is too heavy, err on the side of caution.

When using products such as air fresheners in your work area, please be considerate and coordinate with your coworkers with regard to any sensitivity issues from certain scents.

## **9.7 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS**

The City furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. The City does not assume responsibility for any theft or damage to the personal belongings of employees, and reserves the right to search employee desks, lockers, and personal belongings brought onto City premises, if necessary.

## **9.8 DRIVER'S LICENSE REQUIREMENTS**

As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State Driver's license.

If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her department head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her department head.

Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action up to and including discharge.

## **9.9 USE OF CITY VEHICLES AND EQUIPMENT**

**City Vehicle Use.** City-owned vehicles may be operated for authorized use only. Vehicles will not be taken home during off-duty hours except as approved by the department head and/or City Manager.

Vehicles must be legally and appropriately operated and/or parked. Violations issued to the driver will be the responsibility of the driver, not the City.

City employees will set a proper example of safe driving practices. Pursuant to Washington law, anyone operating or riding in City vehicles must wear seat belts at all times. Employees shall comply with the laws related to cell phone use and distracted driving.

Smoking, tobacco use, or vaping in City vehicles is not permitted. Transporting other persons in City vehicles will be allowed only when the person is accompanying an employee to a City meeting or official function or otherwise authorized by the department head and/or City Manager.

**Personal Vehicle Use.** Employees may use personal vehicles for official City business when no City vehicle is available and with the prior approval of the department head or City Manager. Upon authorization, employees using their personal vehicles will be reimbursed at the Internal Revenue Service rate established per mile.

**Driving Record.** Employees will be required to authorize for initial and continuous employment a driving record check if their jobs involve driving in the course of City business. A driving record check will be conducted once each calendar year by the Personnel Officer.

Employee drivers shall have and maintain a good driving record and a current, valid driver's license with proper endorsement(s), if required for the job.

Employees who drive personal vehicles in the course of City business will be required to provide information about personal automobile insurance coverage.

**Accidents.** Employees driving a City-owned vehicle or a privately owned vehicle in the performance of official duties who become involved in an accident resulting in personal injury or property damage shall:

1. Request all parties remain at the accident scene, if possible, until a law enforcement representative has released them;
2. Have all collisions regardless of the amount of property damage investigated by the police agency having jurisdiction or as they select another authority;
3. Refrain from making statements regarding the accident with anyone other than the investigating law enforcement representative, City official and insurance representative;
4. Forward a copy of all police reports with attached statements to the Risk Manager;
5. If injured, follow procedures as required for reporting of on-the-job injuries including reporting promptly to supervisor or department head for evaluation/investigation; if needed, dial 9-1-1 for medical aid and be accompanied by supervisor or department head to doctor or hospital; complete the employee's portion of the Department of Labor & Industries Accident Report Form and submit to doctor; and complete Employee's Report of Accident form and submit it to the Risk Manager or Safety Committee.

**Equipment Use.** City equipment, including vehicles, should be used by employees for City business only. An employees' misuse of City services, phones, vehicles, equipment or supplies can result in disciplinary action including termination.

**Cellular Phone and Smartphone Use.** Cellular phones and smartphones provided by the City are intended for City business. Except as allowed in this policy, employees are discouraged from using City-owned cellular phones or smartphones for personal use and must never use them for private business or political purposes. The City Manager, in consultation with the City's department heads, will determine the need for an employee to be issued a City-owned cellular phone or smartphone.

Use of City cellular phones or smartphones for illegal, unethical, or sexual purposes or that interferes with or affects the ability of the employee to perform their duties is expressly prohibited. City employees have no expectation of privacy in the use of City-owned cellular phones or smartphones. Any information or data transmitted via a City-owned cellular phone or smartphone will be captured and retained in compliance with the City's retention obligations under State law, and may be subject to public disclosure.



Any personal use of City-owned cellular phones or smartphones that results in additional costs to the City, above the City's normal costs for its cellular phone plan, must be paid by the employee. Personal use of City-owned cellular phones and/or smartphones that does not interfere with the performance of official duties and which do not result in any added costs to the City, is an allowed "de minimus" use of City resources.

The City Manager and City department heads are responsible to ensure that all City-owned cellular phones and smartphones are inventoried and a current, accurate inventory is maintained. Except where a shared cellular phone for a department is approved, responsibility for every City-owned cellular phone and smartphone shall be assigned to a City employee. The City employee assigned the phone shall be responsible for use that occurs on the phone and payment for any added cost due to personal use.

Any City employee who uses a City-owned cellular phone or smartphone inappropriately, or in violation of this policy shall be subject to appropriate disciplinary action, up to and including termination.

#### **9.10 SAFETY/SECURITY**

The safety of employees and the public is a primary responsibility of each employee. Every employee is responsible for maintaining a safe work environment and following the City's safety policies as included in the City's Accident Prevention Program.

Employees are required to promptly report all unsafe or potentially hazardous conditions to their supervisor immediately.

Endangerment of other employees or the public may result in immediate disciplinary action up to and including discharge. The City will make every effort to remedy problems as quickly as possible.

Employees assigned or provided safety clothing or equipment are required to wear or utilize that clothing or equipment. Failure to do so may result in disciplinary action.

In case of any on the job accident involving a personal injury, employees shall immediately notify their supervisor, department head or Personnel Officer.

**Bloodborne Pathogens.** Since being exposed to a bloodborne pathogen may lead to sicknesses such as hepatitis, AIDS, or malaria, and since the City wants to assure employees will have as safe and healthy work environment as possible, it is the policy of the City to comply with all statutory obligations for the prevention of exposure to bloodborne pathogens.

Employees in the Fircrest Police Department should familiarize themselves with the Department's Exposure Control Plan (Appendix C) and follow it at all times.

**Safety Committee.** The Safety Committee will function in accordance with state (WAC 296-800-130) and federal laws and will maintain direct communication with management in all areas of safety.

The Committee will consist of two employees (Risk Manager and Safety Officer (Facilities staff)) appointed by the City Manager and three employees elected by employees. Meetings will be held at least every other month.

**Fitness for Duty Examination.** A fitness for duty examination may be required when the City reasonably believes that an employee's job performance may be impaired due to a health problem or the employee may pose a risk to the safety of the employee or others. This examination is a mechanism for identifying whether and to what extent an employee may be unable to perform his/her essential job functions effectively or could endanger the safety of others, him/herself, or City property. The City will choose a qualified health care professional to conduct the examination on a case-by-case basis. The employee's status during the duration of the examination will be evaluated on a case-by-case basis; options include, but are not limited to, relieving the employee of certain duties, assigning different duties, or sending the employee home under appropriate leave status. If the examination concludes that the employee is not fit for duty, the City will continue the interactive process with the employee in compliance with applicable laws, including the Americans with Disabilities Act, Washington Law Against Discrimination, and the Family and Medical Leave Act to determine if and when the employee can be returned to work or regular duties.

#### **9.11 SOLICITATIONS**

Most forms of selling and solicitations for other than City sponsored events are inappropriate in the work place. Solicitations can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of City or employee property. The following limitations apply:

1. Persons not employed by the City may not solicit, survey, petition, or distribute literature on City premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor.

Exceptions to this rule may be made by the City Manager in special circumstances where the City determines that an exception would serve the best interests of the organization and employees. An example of an exception might be the United Way campaign or a similar, community-based fund-raising effort.

2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods.

Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas.

The employee lunchroom is considered a non-work area under this policy.

#### **9.12 ACCEPTANCE OF GIFTS**

Employees are not permitted to solicit or receive a gift, loan, favor, entertainment, or other thing of monetary value if it is or appears to be solicited, received, or given with the intent to give or obtain

special consideration or influence to any job-related action by the employee. This policy does not prohibit the following:

1. Attendance at a hosted meal provided in conjunction with a seminar, conference or gathering which relates directly to City business or which is attended as a staff representative;
2. An award publicly presented in recognition of public service;
3. An occasional non-monetary gift (such as fruit, flower, candy given to the City) having a monetary value of \$50.00 or less when the gift is offered without obligation or the appearance of obligation; and
4. Any gift which would have been offered or given to the employee regardless of City employment.

### **9.13 PROFESSIONAL AND CIVIC ASSOCIATIONS**

The City Manager may authorize department heads to be active participants in civic and service organizations whose activities may benefit or otherwise affect the citizens of Fircrest.

Department head memberships must be authorized and approved by the City Manager. Membership costs may be reimbursed for various community based groups, if provided for in the annual budget. The City Manager may limit the number of appointed officials to any given organization.

### **9.14 SUBSTANCE ABUSE**

The City's Drug-Free Work Place Policy prohibits illegal drugs, including marijuana, in the work place and provides for taking appropriate personnel action against employees who are convicted of drug related crimes.

The term "drug" shall mean a substance taken into the body, in any form, which may impair mental facilities and/or physical performance, and shall include alcohol, marijuana, and any controlled substances as identified in RCW Chapter 69.50.

The City's philosophy on substance abuse has two focuses:

1. concern for the well-being of the employee; and
2. concern for the safety of other employees and the public.

**Availability of Rehabilitation or Treatment.** As part of the City's Employee Assistance Program, employees who are concerned about their alcohol or drug use are encouraged to seek counseling, treatment and rehabilitation.

Although the decision to seek diagnosis and accept treatment is completely voluntary, the City is fully committed to helping employees who voluntarily come forward to overcome substance abuse

problems. In most cases, the expense of treatment may be fully or partially covered by the City's benefit program.

Employees are encouraged to contact the EAP for more information. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination for seeking advice or treatment.

**Use of Medication.** An employee taking prescription or non-prescription medication which may affect the employee's ability to work or may affect the safety of the employee, co-workers, or the public is required to notify his/her supervisor prior to commencement of work. The supervisor will make a fitness for duty determination.

**When Job Performance is Affected.** Although the City is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job.

1. The City may discipline or terminate an employee possessing, consuming, selling or using alcohol, marijuana, or controlled substances (other than legally prescribed) during work hours.
2. The City may also discipline or terminate an employee when ongoing use of alcohol, marijuana, or controlled substances impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to the City or others.

**Substance Abuse Policy for operators of Commercial Motor Vehicles.** City employees who hold commercial driver's licenses (CDLs) and who operate commercial motor vehicles while employed by the City are subject to additional rules and regulations imposed by the federal government.

These regulations require urine drug testing and alcohol breath testing in the following circumstances:

1. Pre-employment;
2. Reasonable suspicion;
3. Post-accident;
4. Return to duty testing;
5. Random testing.

CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination. CDL holders should consult the City's Drug and Alcohol Testing Policy for Employees Who Operate Commercial Vehicles for the additional details concerning these rules.

**Drug-Free Work Place.** The City complies with the federal Drug-Free Work Place Act and has adopted policies as follows:

1. The manufacturing, distribution, dispensation, possession and use of unlawful drugs, marijuana, or alcohol on City premises or during work hours by employees is strictly prohibited.
2. Employees also must notify the City within five (5) days of any conviction for a drug violation in the workplace.
3. Violation of this policy can result in disciplinary action, including discharge. Continued poor performance or failure to successfully complete a rehabilitation program are grounds for termination.

**Drug Testing:** The City requires pre-employment drug tests and may require an employee to undergo testing for drugs when it has reasonable cause or suspicion to believe an employee may be in violation of the City's Drug-Free Work Place policy. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

#### **9.15 BULLETIN BOARDS**

The City maintains bulletin boards for posting information as required by federal or state law as well as to provide information to employees. Posting of materials on City bulletin boards is restricted to materials deemed appropriate by the City. Employees need authorization of the City Manager to post other materials on bulletin boards.

#### **9.16 EMPLOYEE ATTIRE, UNIFORMS, SPECIAL EQUIPMENT AND CLOTHING**

In order to enhance and maintain a professional image to the general public, all employees should maintain the highest standards of personal cleanliness and grooming and shall present a neat and business-like appearance during working hours. (Union employee dress codes are already covered in their collective bargaining agreements). In times of extreme weather or when you must accommodate a medical condition then exceptions to this policy may be granted.

The City may require the wearing of uniforms or special clothing or the use of special equipment. When such requirement exists, the City will pay for the purchase of such uniform, clothing or equipment. The employee is required to wear or utilize the clothing or equipment in accordance with City policy and practice. Failure to wear or utilize such uniform, equipment or clothing may result in disciplinary action up to and including discharge.

#### **9.17 CONTACT WITH THE NEWS MEDIA**

The City Manager shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The City Manager may designate specific employees to give out procedural, factual or historical information on particular subjects.

#### **9.18 USE OF CITY COMPUTERS**

While the City encourages and supports use of computer systems as a means of improving productivity, certain restrictions are necessary to avoid improprieties, ensure that established standards are met, and maintain appropriate security of computerized data.

A fundamental restriction relates to the policy that City computer systems are to be used for official City business purposes only. City computer systems are not to be used for personal correspondence or other personal use during or outside City business hours.

### **Responsibilities:**

- **Employees:** The procedures described in this policy are to be followed by all employees who use City computer systems.
- **Supervisors:** All supervisors of employees who use computers are responsible for ensuring that subordinates adhere to this policy.
- **Information Systems Department (INS):** The INS is available to assist department users in the acquisition and use of computer systems. The City Manager is responsible for enforcing this policy.

### **Definitions:**

**"Application"** is the system, process or problem to which a computer, program or software is applied.

**"Data File"** is the collection of data accumulated for a definite use. Examples include word processing documents, spreadsheets, databases, etc.

**"Hardware"** is the electric, electronic, and mechanical equipment used to process data. Examples include the central processing unit, keyboard, monitor, printer, etc.

**"Program"** is a unique set of instructions created by City staff or by consultants that tell the computer how to perform a function or series of functions.

**"Software"** is a set of programs that tell the computer how to perform a function or series of functions, usually created by commercial firms for sale and general use in specific types of applications. Examples include Word, Excel, AUTOCAD, etc.

**"Template"** is a stored pattern of instructions or macros, developed in software, for performing the same repetitive process on different sets of data.

### **Procedure:**

1. **Use of Software or Hardware.** To ensure compatibility between computer systems and provisions of adequate user support, the City has established standard software and hardware for commonly used applications.

Use of specialized software or hardware other than those standard products may be authorized through a special use policy.

The use of unauthorized, non-standard software on City computer systems is prohibited. Consequently, employees shall not install or use unauthorized software or hardware, including personally owned software or hardware, on City computers. Non-standard hardware or software, if discovered, will be reported to the immediate supervisor of the user. It will be the responsibility of the supervisor to notify the City Manager.

2. **Installation of Software and Hardware.** Improper installation of software or hardware can damage a computer system or cause it to malfunction. Consequently, all software and hardware are to be installed by a competent person as directed by the Department Manager. Any moving, relocating, or rearranging of computer hardware should also be reported to the Finance Department so the E.R.R. records can be updated.

3. **Ownership and Confidentiality.** All software, programs, applications, templates, data, and data files residing on municipal computer systems or storage media or developed on municipal computer systems are the property of the City.

The City retains the right to access, copy, change, alter, modify, destroy, delete or erase this property. Computer data files containing confidential or sensitive data should be treated accordingly and should not be removed from the workplace without proper authorization.

4. **Copying Software, Programs, Applications, Templates, etc.** Users should notify the City Manager or his/her designee and receive proper authorization before attempting to copy software. In many cases, copyright laws and/or licenses for commercial software, programs, applications, and templates used by the City prohibit making multiple copies.

The City and its employees are required to abide by the federal copyright laws and to abide by all such licensing agreements.

5. **Back-Up of Data Files.** Employees are encouraged to regularly back up computer data files in order to avoid irretrievable loss through hardware failure. At a minimum, all computers should be backed up onto tape, if available, once a week.

6. **Use of Employee Computers to Work on City Data Files.** Employees who own personal computers may wish to use them for work at home. Those who choose to do so must adhere to this policy with regard to use of City-owned software or data files.

Use of outside computers introduces the risk that a "computer virus" could infect City computer systems. Data files should be checked by virus-detecting software before copying them back to City computers.

7. **Portable Computers.** The use of laptops, notebooks, or other portable computers must comply with all the aforementioned policies. When not in use, portable computers must be stored securely. If they must be left in a vehicle, they should be securely locked in the trunk. If taken offsite, portable computers must either be in direct control of an authorized employee or physically secured accessible only to authorized employees. Storage of confidential information on portable computers should be limited. If confidential data is stored on a portable computer, it must be encrypted in accordance with applicable policies

and regulations. Portable computers are more susceptible to damage, both due to their portable nature and their relatively fragile construction. Users are expected to take precautions to ensure that laptops are not stolen, lost, or damaged. If laptops are lost, stolen, or otherwise damaged such that they cannot be restored to normal working order, the employee may be responsible for the prorated cost of the laptop (first year: 100%; second year, 75%; third year, 50%; fourth year, 25%). In case of theft, damage, or loss, the user must file a report with the Information Services Manager promptly.

#### **9.19 PERSONAL PHONE CALLS**

Use of City phones for local personal phone calls should be kept to a minimum. Employees are not permitted to make personal long-distance phone calls that are charged to the City. However, if City business creates an unforeseeable need for the employee to work late, a *brief* long-distance personal call for the purpose of notifying a family member is permitted.



## **SECTION 10**

### **DISCIPLINE AND TERMINATIONS**

#### **10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION**

Employees are responsible to the public and are held to a high standard of performance to maintain the public trust. In pursuing Fircrest's goal of excellence in City service, the mission of employees is to provide efficient, courteous, professional services to enhance the quality of life for employees and the community.

The following examples of types of inappropriate work behavior that may result in discipline up to and including discharge are listed as illustrative and not comprehensive.

1. Falsification of any work, personnel, or other City records;
2. Unauthorized use of City property and taking or removal of City funds or property;
3. Unauthorized use of position for personal gain or advantage; acceptance of unlawful gratuities or bribes;
4. Insubordination or other disrespectful conduct;
5. Being on the job in possession of, distributing, selling, or using alcohol, marijuana, or controlled substances or under their influence. (The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such employee has given his/her supervisor prior notice of such use and/or possession and such use does not impair safe and/or efficient work performance.);
6. Unauthorized disclosure of confidential information;
7. Poor performance; inability, inefficiency, negligence, or concealing defective work;
8. Excessive absenteeism or tardiness or failure to report in when absent or tardy; insufficient reasons for absenteeism; loitering, shirking duties, failing to assist others in a work situation;
9. Smoking or vaping in any unauthorized area or creating of fire hazards in any area;
10. Violation of duties or personnel policies or any other City policy or rule;
11. Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the City or employees, on or off premises, including on social media, except that no employee will be subject to discipline for conduct protected by the First Amendment;
12. Disorderly conduct, including fighting on the premises, violence or threats of violence, rudeness, harassment, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees;
13. Failure to observe safety practices, rules, regulations, and instructions or failure to promptly report on-the-job injury or accident involving an employee, equipment, or property;
14. Possession of weapons in the work place, except as authorized by the City;

15. Conviction of a gross misdemeanor or felony which could adversely impact the employee's ability to perform job duties;
16. Dishonesty or lying.

This list contains examples of inappropriate work behavior and is not exhaustive. It is not intended to and does not modify the status of any employee employed "at-will." The examples are presented for guidance only and are not intended to nor do they establish or limit the basis upon which the City may make disciplinary or termination decisions.

## **10.2 POSSIBLE DISCIPLINARY ACTIONS**

These policies are furnished to all employees to inform them of expected behavior and work performance. Breaches of behavior expectations or unsatisfactory work performance may result in disciplinary action, at the discretion of the City, in disciplinary action.

The disciplinary alternatives are provided as a means of facilitating the resolution of employment issues, but are not meant to modify or alter the at-will status of an employee. Disciplinary action, in the sole discretion of the City, may include one or more of the following:

1. **Oral Warning.** The supervisor will discuss behavior and performance problems with the employee on an informal basis. Such discussion may be temporarily documented in the supervisor's file, but not in the employee's personnel file.
2. **Written Warning.** This is a formal written disciplinary action for misconduct, inadequate performance or repeated lesser infractions. Written warnings are placed in the employee's personnel file. The written warning may include the nature of the infraction, suggestions to correct the conduct or improve performance and clear warning that repeated instances or lack of improvement will result in further disciplinary action.
3. **Suspension.** This is a temporary, paid or unpaid absence from duty which may be imposed as a penalty for significant misconduct and the action is made a part of the employee's personnel file.
4. **Demotion.** An employee may be demoted to a position for which they qualify for lesser pay and responsibility as a disciplinary action when determined appropriate by the City Manager. Demotions cannot be considered if it would result in laying off another employee who would not have otherwise been laid off.
5. **Discharge.** See paragraph 10.3(5) below.

Each of these actions is independent of the other and need not follow the sequence listed above.

The choice of what discipline to apply in any particular case is solely the City's. Employees who are exempt from overtime laws will not be suspended without pay for disciplinary purposes for periods less than a full workweek, unless the infraction involves violation of safety rules of major significance.

### 10.3 TERMINATION

Termination from employment with the City may be for a number of reasons including:

1. **Resignation.** An employee may initiate termination of employment by choosing to leave City employment voluntarily.

An employee should provide two (2) weeks written notice of resignation. These time limits may be waived by the City Manager. Failure to provide appropriate notice may result in ineligibility for rehire and a resignation not in good standing.

2. **Retirement.** Voluntary retirement from active employment status initiated by the employee.
3. **Layoff.** The City Manager may lay off employees for lack of work, budgetary restrictions, reorganization or other changes that have taken place. Employees will be given two (2) weeks written notice stating the reason for the layoff.

Temporary employees or employees who have not completed their working test period will be laid off before regular employees are affected.

In determining who will be laid off, the City Manager will evaluate the needs of the City and identify which position(s) have the least impact to the City. Further consideration usually will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, as determined by the City. In the event that a layoff is expected, the City of Fircrest will attempt to communicate information about an impending layoff as soon as practicable.

Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

4. **Medical.** If an employee has a physical or mental impairment that prevents him/her from performing the essential duties of the employee's position and the employee cannot be reasonably accommodated, the employee or the City may institute termination for medical reasons.

The City may require an examination at its expense performed by a physician of its choice prior to termination. Failure to submit to such a request may result in a discharge from employment.

5. **Discharge.** It is hoped employment relationships with the City will be long-term; however, it is recognized that at times things do not develop as hoped and the City may decide to terminate the employment relationship. An employee may be involuntarily discharged from City employment for any of the reasons listed below:

- a. During or at the end of employee's working test period with or without cause;
- b. At-will; and
- c. For-cause employees may be discharged as a result of disciplinary action for unsatisfactory performance, for inappropriate conduct; or due to loss of skills

certification or other conditions which would make the employee unable to satisfactorily perform the job or be unfit for service.

Prior to termination of employment, the employee may participate in an exit interview normally conducted with the department head and/or City Manager during which the employee's benefits, rights and responsibilities following termination are explained. At the exit interview employees are expected to return all City property.

#### **10.4 PRE-TERMINATION HEARING**

In the case of involuntary termination of an employee for cause, other than working test employees, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and as an opportunity for an employee to furnish additional facts before a termination decision is finalized. The employee shall be provided with a notice of the recommendation for termination. The notice shall include an explanation of the charges on which the recommendation is based, and the time and date for a pre-termination hearing. If the employee fails or refuses to appear, the termination may proceed.

Pre-termination hearings will be presided over by the City Manager or a designated representative. The hearings are intended to be informal. The employee may show good reason(s) why he/she should not be terminated. The employee may bring one person to the hearing as a representative.

Usually within five (5) working days after the pre-termination hearing, the City Manager will issue a decision on whether there are reasonable grounds to believe the charges against the employee are true and support termination. A longer review period may be required in more complex situations.

#### **10.5 DEMOTION**

If qualified, an employee may be demoted to another position of lesser pay and responsibility as a disciplinary action when determined appropriate by the City Manager. Demotions cannot be considered if it would result in laying off another employee who would not have otherwise been laid off.

#### **10.6 RETURN OF CITY PROPERTY**

Prior to release of a terminated employee's final pay check, the employee will be required to return to the City all property in his/her possession or assigned to him/her including but not limited to:

1. Equipment, tools, and cellular phones;
2. Keys;
3. Manuals and written or electronic materials/computer access codes; and
4. Protective equipment and uniforms.

The property not returned or lost will result in appropriate legal action being taken to reclaim the property or recover the value of the property not returned.

## **SECTION 11**

### **COMPLAINT PROCEDURES**

#### **11.1 COMPLAINT PROCEDURES**

A "complaint" is defined as an action by an employee alleging that he/she has not been treated fairly concerning the administration of these personnel policies or other administrative policies of the City. No punitive action will be carried out against an employee for using the following procedure.

This complaint procedure does not apply to claims of discrimination, sexual harassment, or reports of improper governmental action. Separate procedures apply to these types of complaints. (See 2.6 Harassment/Discrimination Complaint Procedure, or 9.3 Reporting Improper Government Action.)

#### **Complaint Procedures.**

1. Employees discuss the problem with their supervisor. The supervisor will reply within five (5) work days, unless mutually agreed that additional time is needed.
2. Employees who feel the problem is not resolved to their satisfaction with the supervisor or they disagree with how personnel policies have been applied, should discuss the matter with their department head. He/she will respond within five (5) work days after receipt of complaint unless it is mutually agreed that additional time is needed.
3. Employees who remain dissatisfied with the response from the department head can submit the problem in writing to the City Manager. The written complaint needs to include a description of the problem and the remedy sought and must be filed within twenty (20) work days after first becoming aware of the circumstances.

The City Manager may meet with the parties involved and will prepare a written response within ten (10) work days of the meeting unless mutually agreed that additional time is needed. The City Manager may bring in a third-party to help resolve the problem. The City Manager's response and decision are final and binding.



# **THE CITY OF FIRCREST**

## **Personnel Policies and Procedures Manual**

Resolution No. \_\_\_\_\_  
Updated \_\_\_\_\_, 2019

## **TRACKED CHANGES**

## Table of Contents



## **Personnel Policies and Procedures Acknowledgment and Receipt**

This confirms that I: \_\_\_\_\_

- Received and read the City of Fircrest manual of Personnel Policies and Procedures effective December 17, 2019;
- The Personnel manual describes important information for the City of Fircrest, and I understand that I should consult the City Manager or Personnel Officer regarding any questions not answered in the manual.
- Understand and agree that these policies do not guarantee my employment by the City for any set duration and provides me with the assurance that the City will follow these policies as long as they are in effect; and
- Understand that no one in the City has the authority to enter into any agreement for employment for a specified period of time or to make other representations or agreements inconsistent with these policies unless it is in writing and signed by the City Manager; and
- Understand the City may revise and update the policies and procedures from time to time; and
- Understand that these policies revoke and supersede any prior handbooks, statements of employment policies, guidelines and procedures, or employment manuals, handbooks, or other documents issued by the City.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name (Printed)



## **SECTION 1**

### **PURPOSE AND SCOPE**

#### **1.1 INTRODUCTION**

These personnel policies serve as a general guide to the City's current employment practices and procedures. As such, it is hoped they will help employees better understand how the City operates and what is expected of employees. These policies also describe what the City provides employees in terms of compensation, benefits and other support.

The City places the highest value on its employees and their well-being. The City wants to have satisfied workers with the support necessary to achieve the objectives of each position. Only in this manner can employees' contributions to the City organization be the most productive.

It is the City's belief that when consistent personnel policies are known and communicated to all, the choices for greater job satisfaction increase. Employees are responsible for reading these policies and if they have questions, to ask their supervisor or department head. Ideas or suggestions for improvement are also to be given to the department head or City Manager.

#### **1.2 INTENT OF POLICIES**

These policies are intended as general guidelines for successful employment and outline what is expected of employees and what they may expect of the City.

These policies are not intended to be a contract, express or implied, or a guarantee of employment for any specific duration. Although the City hopes that employment relationships will be long term, it is recognized that things may not always develop as hoped, and either the employee or the City may decide to terminate the employment relationship at-will, with or without notice, and with or without cause. The City reserves the right to amend its policies at any time with or without notice.

Please understand that no supervisor, department head or representative of the City other than the City Manager has the authority to enter into any agreement for employment for any specified period or to make any written or verbal commitments contrary to what is outlined in these policies.

#### **1.3 EMPLOYEE STATUS**

Employment with the City of Fircrest is "at-will" and can be terminated at any time with or without cause and with or without notice by either the employee or the City. Employees covered by the provisions of a collective bargaining agreement or employment contract are governed by those provisions, to the extent they conflict with these policies. All other employees not designated at-will are given a "for-cause" status after successful completion of their working test period.

## **1.4 SCOPE OF POLICIES**

These personnel policies apply to all City employees. In cases where these policies conflict with any City ordinance, Civil Service rules and regulations, the provisions of a collective bargaining agreement, personal services contract, or state or federal law, the terms of that law or agreement control. In all other cases, these policies apply.

## **1.5 CHANGING THE POLICIES**

As the need arises, the City Manager may modify these policies, except that the City Council, by ordinance, shall enact any changes in compensation or benefit levels.

The City Manager may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the City's citizens. The City Manager will provide notice to the City Council within five (5) days of any deviation of these policies.

Employees may request specific changes to these policies by submitting suggestions to their department head, Personnel Officer or City Manager. If adopted by Council, a copy of the revision, addition, or deletion shall be distributed to all employees and may be effective immediately.

## **1.6 PERSONNEL SYSTEM ADMINISTRATION**

These policies and the City's personnel system shall be administered as follows:

**City Council:** Adopts the budget which includes adjustments to salary ranges, benefit changes, authorization for positions and training appropriations.

**City Manager:** Has final responsibility for implementing and interpreting these personnel policies and is responsible for the final decision on hiring, termination, and discipline of all employees.

**Department Heads:** Have responsibility for administering their own department(s) in accordance with these policies and any applicable laws; and are responsible for discipline of employees, subject to approval by the City Manager.

**Personnel Officer:** Assists the City Manager in administering the personnel system and interpreting policies.

**Employees:** Have a responsibility to read, understand and adhere to the personnel policies.

## **1.7 DEFINITIONS**

**Anniversary Date:** The date of hiring, reclassifying or promoting of an employee. After the hire date, if an employee's position is reclassified, or an employee is promoted to another position, the most recent reclassification or promotional date becomes the new anniversary date for the purpose of merit increases.

**City:** City of Fircrest.

**Casual and Seasonal Employee:** Employees who are hired by the City to work in seasonal or limited duration positions in which regular compensation is earned for no more than 69 hours per month. Employees in this category do not receive any City benefits except for paid sick leave.

**Department Head:** An employee who is responsible for directing one or more departments.

**Immediate Family:** As defined by RCW 49.46.210, family members included in the paid sick leave law include a child (including a biological, adopted, or foster child, stepchild, 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); a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

**Job Share:** The sharing of one position by two regular part-time employees who each work fewer than forty (40) hours a week.

**May:** "May" is interpreted as "permissive".

**Regular Full-Time Employee:** An employee who has successfully completed a trial period as defined in these policies and who regularly works a minimum of forty (40) hours a week.

**Regular Part-Time Employee:** An employee who has successfully completed a trial period as defined in these policies and who regularly works less than forty (40).

**Shall and Will:** Terms "shall" and "will" are interpreted as "mandatory".

**Temporary Employee:** Employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies. Temporary employees are not eligible for City benefits, except paid sick leave as set forth below.

**Working Test Employee:** Employees who have not yet completed their working test period in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include working test employees.

## **SECTION 2**

### **GENERAL POLICIES AND PRACTICES**

#### **2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates, and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices shall be applied without regard to the person's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, or any other basis prohibited by applicable law.

#### **2.2 DISABILITY DISCRIMINATION PROHIBITED**

The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability, unless the disability cannot be reasonably accommodated and prevents proper performance of an essential element of the job.

#### **2.3 LIFE THREATENING/COMMUNICABLE DISEASES**

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including termination, when a substantial and unusual safety risk to the employee, co-workers or the public exists.

#### **2.4 NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES**

It is the City's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times.

**Harassment Definition.** Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, age, marital status, pregnancy, disability, or any other basis protected by applicable law. See 2.6 Discrimination Complaint Procedure.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, national origin, age, disability, alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, or any other characteristic protected by law or that of relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance;
- otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail and social media).

**Sexual Harassment Prohibited.** Sexual harassment is a form of harassment and discrimination and will not be tolerated by the City of Fircrest.

**Sexual Harassment Definition.** Sexual harassment is defined as sexually suggestive conduct directed at the recipient and when such conduct is not welcomed by the recipient. Examples of sexual harassment includes, but is not limited to: requests for sexual favors, sexually suggestive comments or behavior, discussions of one's private sexual life, sexually explicit jokes, and physical behavior such as kisses, hugs, sexually suggestive pats or squeezes. Unwelcome sexual advances and other verbal or physical conduct constitute sexual harassment when:

1. Enduring the offensive conduct becomes either explicitly or implicitly a term or condition of continued employment;
2. submission to or rejection of such conduct is used as a basis for employment decisions; or
3. the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or offensive.

Sexual harassment does not refer to casual conversation or compliments of a socially acceptable nature. It refers to behavior that is not welcome and which is personally offensive, interfering with effectiveness or creating uneasiness on the job.

**Individuals and Conduct Covered.** These policies apply to all applicants and employees, and prohibit harassment, discrimination, and retaliation whether engaged in by fellow employees, by a supervisor or manager, or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

**Retaliation is Prohibited.** The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

**Complaint Procedure. *Reporting an Incident of Harassment, Discrimination or Retaliation***

The City strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor, department head, or the Personnel Officer before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other City designated representatives identified above.

**Important Notice to all Employees:**

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to compliment and further these policies, not to form the basis of an exception to them.

Employees engaging in improper harassment or inappropriate behavior are subject to disciplinary action up to and including termination. See Section 2.5 Discrimination Complaint Procedure.

**2.5 DISCRIMINATION COMPLAINT PROCEDURE**

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve.

The following procedure outlines the steps to follow if an employee believes he/she has experienced or witnessed harassment or discrimination on the job. This includes, but is not limited to actions related to gender, race, color, national origin, age, disability or any other protected status.

**Step 1.** Employees who believe they have been harassed or are the victim of discrimination should make it clear to the other person that they are offended, that the person's behavior is not welcome, and request that it stop. If this does not resolve the matter or if reprisal from direct communication is feared, move to Step 2.

**Step 2.** Employees who experience or witness any job-related harassment, or believe they have been treated in an unlawful, discriminatory manner, should promptly report the incident to their supervisor, department head, or the Personnel Officer. No employee will suffer retaliation for reporting such concern or assisting in an investigation. An employee who retaliates or an employee who provides false information may be subject to disciplinary action. Confidentiality will be maintained throughout the investigatory process to the extent that it does not impair the investigation.

**Investigation.** Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially by the Personnel Office. Upon receiving a complaint from an employee, supervisor or department head, the Personnel Officer with assistance of the department head will initiate investigation and upon completion of the investigation will recommend to the City Manager whether further action should be taken. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

**Employment Action.** If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal and/or written reprimands, a letter to the employee's file or an employee transfer, demotion, suspension or termination.

## 2.6 WORKPLACE BULLYING POLICY

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the City will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

The City defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.
- Such behavior violates the City's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The City considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).



- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to the Personnel Officer before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the City to take appropriate action.

## **2.7 WORK PLACE VIOLENCE POLICY**

The City will not tolerate any acts of violence toward employees or City property. Any employee who commits or threatens an act of work place violence will be subject to investigation and discipline. All acts of violence will be treated seriously and will be dealt with promptly and appropriately using administrative, managerial, legal and disciplinary actions to minimize risk to employees and property.

**Workplace violence.** Means acts of violence against an employee, vendor or member of the public, threats to inflict physical harm, including threats on social media, or damages to property or any purposeful or knowing behavior which would cause a reasonable person to feel threatened with physical harm committed by an employee or non-employee in the workplace. Workplace violence does not include reasonable force in defense of oneself or others.

**Weapon.** Means any firearm, switchblade knife, or knife with a blade longer than four inches, dangerous chemicals, explosives, blasting caps, chains, and other objects intended to injure or intimidate others.

### **Employee responsibilities.**

1. Treat other people and property with respect. No employee is permitted to commit or threaten violence against any other employee, vendor, or member of the general public. Examples of prohibited conduct are physical abuse, verbal threats to inflict physical harm, including threats on social media, vandalism, arson, and use of weapons.
2. Do not bring a weapon into the City workplace, unless the weapon is required to fulfill the employee's job duties, such as those of a police officer, unless the City Manager grants a prior exception in writing.
3. Immediately report threats or incidents of workplace violence to their supervisor or to the Police Department in the case of immediate serious threat or commission of a crime.

4. Even without an actual threat, report any behavior they have witnessed which they regard as threatening or violent.

### **Supervisor responsibilities.**

1. When funded and available, attend training on identifying and defusing workplace problems and conflicts. Supervisors are expected to appropriately intervene when they see an employee on the receiving end of abuse, whether from another employee or a member of the public, where it is reasonably safe to do so.
2. Immediately contact the Police Department if an incident of workplace violence has actually occurred or if they become aware of a threat.
3. Assess their workplaces to ascertain their security and suggest to the City Manager measures to bring about workplace security.
4. Assist the City Manager and, if necessary, the Police Department, in investigating instances of workplace violence involving employees in their department(s) and to work to avert future such occurrences.

## **2.8 EMPLOYEE PERSONNEL RECORDS**

A personnel file for each employee is kept in City Hall. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, benefit enrollment forms, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, letters of commendation and other pertinent information. Medical information about employees and drug and alcohol testing information are contained in separate confidential files.

**Employee Review.** Employees have the right to review their file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.

**Confidentiality.** Personnel files are kept confidential to the maximum extent permitted by law, except that a supervisor can have access to his or her subordinates' personnel files when necessary in the presence of the Personnel Officer. In the event of a request for information, the Personnel Officer will only release individual information such as dates of employment, positions held and pay ranges, unless a more specific release is requested in writing by the employee or a court order. The City will comply with disclosure required by public disclosure laws, subpoenas, or other lawful requests.

## **2.9 EMPLOYMENT REFERENCES AND VERIFICATION**

Only the City Manager, Personnel Officer, or department head will provide employment references on current or former City employees. Other employees shall refer requests for references to the

appropriate department head, City Manager, or Personnel Officer. References will be limited to verification of employment and salary unless the employee has completed a written waiver or release.

## **2.10 COMMUNICATIONS WITH CITY COUNCIL**

All employees are authorized and directed to keep their supervisors fully and appropriately informed of all major issues and operations affecting their area of responsibility. All department heads are authorized and directed to keep the Council fully and appropriately informed of all major issues affecting the City or Council's legislative and oversight functions.

1. Employees are authorized, encouraged and directed to promptly respond to inquiries from a Councilmember as provided hereafter. Inquiries are those questions which may be answered by a simple yes or no, involve a short briefing of activities or status report, or may involve pulling and copying a readily retrievable document. If an employee is not qualified or does not have the complete information to respond appropriately to the question, the matter will be referred to the appropriate department head or City Manager. Employees should not speculate nor second guess when responding, but provide factual responses.
2. When an inquiry or request for information by a Councilmember or Council committee involves more than a simple response, the request will be immediately referred to the department head to report to the City Manager. If the inquiry would involve a substantial expenditure of resources to respond, the City Manager will refer the request to the full Council for direction before proceeding.
3. In order to fully coordinate activities and bring concerns to the attention of the City Manager, all employees are required to report all essential communications with a Councilmember to the department head to report to the City Manager.
4. To assure completeness, consistency and coordination of effort, all written staff communications with Councilmembers will be reviewed with the City Manager in advance of distribution.

## **2.11 EMPLOYEE AWARDS**

In recognition that employees are the organization's most important asset and resource for providing quality public services to the citizens of Fircrest, there will be an annual employee recognition event. The City wishes to recognize and reward employees for a job well done and for special efforts and accomplishments. Recognition of employees' work and innovative approaches to tasks helps to develop good morale and encourages continued efforts to work hard maintaining high levels of customer service.

As provided in the adopted budget, the City may pay all or part of the cost for the employee recognition event, which will be a two-hour luncheon for all employees citywide in all departments to attend.

## **2.12 TOOLS AND CLOTHING**

The City shall provide such tools as are necessary, subject to approval of the department director, to allow employees to adequately perform required work. Employees shall use reasonable care when assigned tools belonging to the City.

The City shall furnish the necessary clothing and boots for maintenance and operations employees as determined by the department director. The City will provide a safety type utility boot for applicable employees. The City shall replace or repair necessary clothing and boots on an as needed basis as determined by the department director. Improperly maintained or misused boots shall be the responsibility of the employee to repair or replace. City provided clothing and boots shall only be used for City Work.

## **SECTION 3 RECRUITING AND HIRING**

### **3.1 RECRUITING**

Employees are recruited solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, gender, sexual orientation, marital status, pregnancy, physical handicap, disability or age, or any other protected class.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application. Application forms will only be accepted during recruitment for a position. Any applicant supplying false or misleading information is subject to immediate termination, if hired.

### **3.2 HIRING**

When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description and the need for such a position. The position will be posted and/or advertised by the Personnel Officer only after approval by the City Manager. Consideration in the selection of employees will be based on the match between the knowledge, abilities, skills, and interests of the individual and the position duties.

**Pre-Employment Examination.** The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with an agency or individual to prepare and/or administer examinations.

Verification. Certain items on the employment application or resume will be verified by the Personnel Officer. References, background information, accuracy of degrees and education, job skills, certificates, and past employment will be verified, when possible, along with the industrial safety record and driving record prior to a conditional job offer being made to the applicant. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving. The City may also conduct certain background procedures as required by law. Examples of such procedures include: requiring applicants/employees to show proof they are authorized to work in the United States and requiring applicants/employees who have unsupervised access to children or developmentally disabled adults to complete a disclosure statement. In accordance with the Federal Immigration Reform and Control Act employment eligibility verification requirements, the Personnel Officer will verify the identity of new employees and ensure they are authorized to work in the United States.

**Residency.** Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.

**Driver's License.** Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license with any necessary endorsements.

**Employment Offer.** After a candidate's selection or promotion has been approved by the City Manager, he/she will notify the candidate in writing and officially extend an offer of employment or promotion, including compensation information and conditions of employment. Candidates shall be notified that employment and compensation are subject to budget availability and continued satisfactory performance.

**Pre-Employment Medical Examination.** After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination, which will include testing for controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.

**Disqualification.** A candidate may be disqualified from consideration if:

1. Found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the work place);
2. The candidate refuses to submit to a medical examination or complete medical history forms; or
3. The examination reveals use of controlled substances or alcohol.

**Employment Forms.** The Personnel Officer along with department heads will ensure that new employees fill out appropriate employment forms provided by the Personnel Officer on the first day of employment.

Employees will receive a copy of this Manual and must certify in writing that they have read, or will read, and understand the information contained herein prior to being assigned a work duty. The original signed statement will be filed in the employee's personnel file.

### **3.3 TEMPORARY EMPLOYEES**

Department heads may use temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

**Compensation/Benefits.** Temporary employees are eligible for overtime pay as required by law. Temporary employees do not receive retirement, vacation, health insurance, holidays or any other benefits, except paid sick leave as required by law, during their employment.

Temporary employees pay contributions to the Social Security system, as does the City on their behalf. Temporary employees will normally not be placed on the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria.

### **3.4 VOLUNTEERS**

Utilization of volunteer individuals and organizations can benefit the community by providing services and projects which would not usually be available due to costs. To prevent unnecessary City liability, all volunteers must complete and sign agreements with the City including agreement to defend, indemnify and hold the City harmless for any claims or lawsuits which arise out of their activities and conduct themselves in a safe, appropriate and legal manner and must act in accordance with City policies and procedures, outlined as follows.

**Scope of Volunteer Service.** Except for short-term volunteers, a scope of volunteer service description will be provided to volunteers and/or organizations. The scope of work will include:

1. Duties of the work assigned;
2. Supervision responsibilities;
3. Orientation prior to performing work;
4. Equipment to be provided; and
5. Contact person name and phone numbers.

**Volunteer General Responsibilities.** Except for short-term volunteers and City appointed commission or committee members, all volunteers must submit time sheets. The City provides State Labor and Industries (Workers' Compensation) coverage for volunteer workers which covers medical injuries incurred by the volunteer when working for the City. It does not cover any time lost nor does it cover any permanent injuries. Volunteers need to provide their own medical insurance. Volunteers may not drive City vehicles.

**Background Investigation.** State law requires criminal background and criminal checks for volunteers who will have unsupervised access to children and/or vulnerable adults. The background check is in the form of a written questionnaire on which applicants are asked to disclose criminal convictions, adjudications of child abuse or physical abuse in civil actions, and final decisions of the Department of Licensing or disciplinary boards that include a finding of sexual or physical abuse of a minor. As RCW 43.43.834 authorizes, all persons potentially coming into contact with children or vulnerable adults will have criminal record checks through the State Patrol.

In addition, if a volunteer is performing court ordered community service, the volunteer is required to disclose the nature of the infraction or offense for which they are serving. The City may check references for any potential volunteer.

**Waiver.** Volunteers and volunteer organizations should sign agreements with the City including agreement to defend, indemnify and hold the City harmless for any claims or lawsuits which arise out of their activities. Organizational volunteer service agreements will be reviewed and approved by the City Attorney.

**Volunteer Organizations.** All organizations performing volunteer services will be asked to provide proof of Commercial General Liability insurance in an amount not less than \$500,000 per occurrence, naming the City as an additional named insured. In addition, a waiver must be signed holding the City harmless for any injuries and claims of any kind resulting from their actions. Organizations must provide necessary supervision for projects.

### **3.5 WORKING TEST PERIOD**

Upon hire or appointment, all employees enter a working test period that is considered an integral part of the selection and evaluation process. The working test period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate.

The normal working test period is six months from the employee's date of hire, rehire, or promotion. The City Manager may authorize the department head to extend the working test period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee's performance. The City Manager will indicate in writing successful completion of the working test period.

Once the working test period is successfully completed, the employee may be certified to regular employment status; however, satisfactory completion does not change the at-will status, create an employment contract, or guarantee employment with the City for a specified duration.

**Performance Evaluations.** The employee's performance will be formally evaluated in writing at the mid-point and prior to the end of the working test period.

**Use of Vacation Leave.** Working test employees may not use their accrued vacation leave until they have successfully completed their trial period. Employees in a promotional testing period may use their accrued leave.

### **3.6 EMPLOYMENT OF RELATIVES (NEPOTISM)**

The immediate family of current City employees and City Councilmembers will not be employed *except for temporary assignments* where:

1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
2. One party would handle confidential material that creates improper or inappropriate access to that material by the other; or



3. One party would be responsible for auditing the work of the other.

For the purposes of this policy, “immediate family” members are identified under Section 1.7.

**Temporary assignment.** Includes temporary employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies and regular full-time employees who are assigned to work in a higher job classification. The temporary assignment is intended to alleviate a temporary City need and will be no longer than sixty (60) calendar days in duration. During the temporary assignment, the assigned employee cannot allow an extension of the duration of the temporary assignment.

**Change in circumstances.** If two employees marry, become related, become domestic partners, or have a romantic relationship which causes one or more of the three prohibited circumstances noted above and in the City's judgment, the prohibited circumstances noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the City unless reasonable accommodations, as determined by the City Manager, can be made to eliminate the potential problem. The decision as to which employee will remain with the City must be made by the two employees within ninety (90) calendar days of the date they marry, become related, enter a romantic relationship, or become domestic partners. If no decision is made within the specified time, the City reserves the right to terminate either employee.

### **3.7 PROMOTIONS**

The City encourages promotion from within the organization whenever possible. The City Manager shall determine whether the promotional process for a position will be competitive or appointive. Before advertising a position to the general public, the City Manager may choose to circulate a promotional opportunity within the City. The City reserves the right to seek qualified applicants outside of the organization at its discretion. All openings will be posted on City bulletin boards.

**New Working Test Period.** After promotion to a new position, a new working test period of six (6) months must be completed, unless waived or reduced by the department head and/or City Manager. The City Manager may authorize a department head to extend a trial period for up to an additional six (6) months. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee if a vacancy exists.

### **3.8 RECLASSIFICATION**

Changing service demands, requirements, and job responsibilities may require periodic review and adjustment of City positions. Subject to budget appropriation and City Manager authorization, reclassification may occur when the level of responsibilities and duties of a position change and the areas of emphasis and skills required in the current position are changed.

Increased work volume and outstanding performance are not criteria which are relevant in a classification review. Positions may be reclassified to higher or lower ranges if the essential responsibilities are determined to be significantly changed from original description.

**Process.** Reclassification requests will be initiated prior to commencement of the budget process. The department head will submit to the City Manager a comprehensive job description describing in detail the duties, responsibilities, qualifications and specific changes which have been made to the position. If, after a position audit, the City Manager determines a reclassification is appropriate, the City Manager will implement the reclassification in the preliminary budget for the following Fiscal Year. In presenting the preliminary budget, the reclassification request will be presented to Council for its decision as to inclusion in the adopted budget.

## **SECTION 4 HOURS AND ATTENDANCE**

### **4.1 WORKING HOURS**

The City's work week is hours of a scheduled shift that starts between 12:01 a.m. Monday and 12:00 midnight Sunday. The scheduled shift for most full-time employees is Monday through Friday from 8:00 a.m. to 5:00 p.m., with a one-hour unpaid lunch period and two fifteen (15) minute paid rest periods. Due to the nature of the City's operations, longer hours or weekend work may be necessary in some instances.

A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules, may be established by the City to meet job assignments and provide necessary City services. Each employee's department head will advise the employee regarding his/her specific working hours.

Part-time and temporary employees will work hours as specified by their department head.

### **4.2 ALTERNATIVE WORK SCHEDULES**

Certain non-represented positions may be eligible for alternative work schedules, provided there is no appreciable disruption to department operations or service to the public during established hours when City facilities are to be open to the public. It is recognized that some positions do not lend themselves to flexible work schedules.

**Flexible Work Schedule.** Flexible work schedules permit flexible starting and quitting times other than the standard work day, equivalent to the total authorized normal hours per week for a specific position based on a departmental need. Flexible time schedules are based around an established period of work hours, excluding lunch and break periods. Arrangements must satisfy the requirements of completion of a regular work week, maintenance of full coverage for the position during specified shifts, and no overtime. Employees with flexible work schedules are encouraged to schedule personal appointments (doctor, dentist, etc.) on their scheduled time off whenever possible.

**Eligibility.** Eligibility is determined by position. Any regular full-time or part-time non-represented employee may request consideration for a flexible work schedule. Final decisions for participation in an alternative work schedule will be made by the City Manager after review of the circumstances and demands of the position. The proposed schedule must not in any way interfere with the duties required of the position, including attendance at meetings.

**Union Members.** Employees covered by collective bargaining agreements shall be subject to the specific terms of those agreements and are excluded from the provisions of this policy.

**Application Process.** The employee completes an application form which includes the proposed alternative work schedule, reasons supporting the request, potential benefits to the City, potential

problems identified and recommended solutions. The department head within ten (10) work days of receipt of the employee application will indicate whether or not the request should be approved and will forward the employee application to the City Manager for review. The City Manager within ten (10) work days of receipt of the employee application will determine whether or not to approve the request.

**Termination of Alternative Work Schedule.** The City reserves the right to terminate alternative work schedule arrangements if the City Manager deems it would be in the best interest of the City. Changes in workload, funding, legal mandates, changing legal interpretations or other needs of the City or department could cause revision or cancellation of alternative work schedule options offered.

### **4.3 HOURS OF WORK AND OVERTIME**

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations. You will be informed of your status by the City.

For most City employees, the established work period is forty (40) hours within a seven (7) day work week. All personnel are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked are subject to discipline.

**Non-Exempt employees.** Non-exempt employees are entitled to additional compensation when they work more than forty (40) hours during a work period. All overtime must be authorized in advance by the employee's department head. Failure to get overtime pre-approved may result in discipline, up to and including termination. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for all time worked beyond forty (40) hours. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is counted as hours worked.

**Non-Exempt Employees' Holiday Pay.** Employees required to work on a designated holiday shall receive payment at a rate of two (2) times their regular rate of pay in addition to their regular holiday pay for all hours worked on the designated holiday.

**Exempt Employees.** Exempt employees are not covered by the FLSA or Washington Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job which may not necessarily be completed in a normal work week. In recognition of the extra time demands of certain exempt positions, informal paid leave may be taken, as mutually agreed upon by the employee and the City Manager.

### **4.4 COMPENSATORY TIME**

No employee shall be entitled to compensatory time off in lieu of overtime pay unless specifically provided by ordinance or labor agreement.

#### **4.5 ATTENDANCE**

Punctual and consistent attendance is a condition of employment. Each department head is responsible for maintaining an accurate attendance record of his/her employees.

Employees unable to work or unable to report to work on time shall notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, up to and including termination.

#### **4.6 UNUSUAL WEATHER CONDITIONS**

During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

An employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to: vacation, floating holiday, or leave without pay. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

If, due to inclement weather, the City determines to send employees home before conclusion of their work day or determines not to have employees come to work, the employees may charge the time missed to other paid time such as vacation, or charge the time to leave without pay. If employees are authorized to perform work at home, they shall be paid their normal rate of pay for the assigned work hours.

During periods of inclement weather or natural disaster, employees may be assigned to emergency services work schedules other than their normal work assignments.

#### **4.7 BREAKS AND MEAL PERIODS**

Employees may take one fifteen (15) minute break for every four (4) hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.

Pursuant to state law, where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

Breaks are not intended to be saved in order to extend any other break period. Meal periods shall be scheduled by the employee's department head. The scheduling of meal periods may vary depending on department workload but will commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift. When an employee works three (3) or more hours

longer than a normal work day, the employee will be allowed at least one thirty (30) minute meal period prior to or during the overtime. Meal periods are unpaid.

#### **4.8 CALL BACK**

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back may be grounds for immediate disciplinary action, possibly including termination.

Non-exempt (FLSA covered) employees called back to duty will be paid their appropriate rate of pay for hours worked and paid the overtime rate for hours worked in excess of forty (40) per week. See Section 5.5 for more information on Call Back Pay.

An employee held over at the end of a shift ~~or called in early prior to a regular shift~~ is not considered called back.

#### **4.9 PAYROLL RECORDS**

The official payroll records are kept by the Finance Director. Each department head shall turn in work records to the Finance Department on the Monday morning following the last day of the two-week pay period.

Each employee shall sign their work record noting hours worked, leave taken and overtime worked. The department head shall review the work record and by his/her signature, approve the work record for processing. The City Manager shall sign work records for department heads. See Section 5.11 for more information about timesheets.

## **SECTION 5 COMPENSATION**

### **5.1 SALARY CLASSIFICATION AND GRADES**

Each job title within the City is classified into one of the City's classifications for salary purposes. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule ordinance, which is approved annually by the City Council.

### **5.2 WITHIN-RANGE SALARY ADJUSTMENTS**

The salary range is divided into six (6) steps, with five (5) percent increase between steps. Upon successful completion of one-year continuous service, an employee is eligible to progress from one pay step to the next higher pay step, provided performance has been evaluated as at least satisfactory. Employees reclassified or promoted become eligible to advance on their annual reclassification date or promotion date.

**City Manager Position Exempt.** The City Manager position is exempt from within-range salary adjustments and any salary adjustments shall be conducted pursuant to the employment agreement with the City Council.

### **5.3 EMPLOYEE PAY RATES**

Employees shall be paid within the limits of the salary range to which their positions are assigned. Usually, new employees will start their employment at Step A for their classification. However, a new employee may be employed at a higher step than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting step greater than the minimum.

Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the City Manager may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

The City Manager may propose and the City Council may grant an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

Any employee promoted or reclassified to a position in a higher classification and salary range shall be placed at the pay step in the new range which represents a pay increase.

### **5.4 OUT OF CLASSIFICATION PAY**

Any employee required by the employee's department head to work in excess of two (2) consecutive scheduled work shifts in a higher job classification shall receive pay for all time worked in the higher classification. This would apply as soon as an employee begins a third consecutive work shift.

Payment will be at the lowest pay step in the higher classification or one-hundred five (105) percent times the regular position's base rate of pay, whichever is more. Non-worked hours are not authorized for out-of-classification payment. Employees are required to record all out-of-classification pay hours on the appropriate section of their work record.

**Set-Up Required by Law.** For the Public Works Departments, if state law or regulation requires that a foreman be present on the job-site and no foreman is present, then the department director shall designate a qualified employee to assume the duty of foreman and the employee shall be paid 105% of the employee's base wage rate during the period that the employee has assumed the foreman's duties.

The Public Works Director may further determine if a lead worker/person-in-charge is required to be present at a job site for more than two hours. In such case, the qualified employee appointed as the person-in-charge shall be paid 103% of the employee's base wage rate during the period of time the employee has assumed the responsibilities of the person-in-charge.

**Live Wire Work.** Employees who perform live wire streetlight work (not including bulb and photo cell replacement), shall receive 103% of the employee's base wage with a two-hour minimum guarantee.

**Work at Altitude.** Employees required to work at least seventy-five feet above ground shall be compensated for actual time worked at two times their base wage rate.

## **5.5 CALL BACK PAY**

Any full-time employee required by the employee's department head to ~~return to~~ work after completion of the employee's regularly scheduled shift shall receive pay for all hours worked at the overtime rate of pay.

Employees called back to work shall be paid a minimum of two (2) hours at the overtime rate of pay, regardless of the number of hours worked. An employee held over at the end of a shift ~~or called in early prior to a regular shift~~ is not considered called back.

When a non-exempt employee is called at home (excluding redirecting the call to another employee) to perform City business, the employee shall be compensated for one hour at the employee's overtime rate of pay for the first emergency/response call that does not require a return to City headquarters or the worksite to address and resolve the reported problem. Subsequent calls after the first hour of paid time shall be paid at the overtime rate of pay for the actual time spent to handle the call.

## **5.6 PAYMENT OF SALARY**

City employees are paid bi-weekly on Friday. If a payday falls on a recognized holiday, pay checks will be distributed the previous day.



Employees should review the pay stubs upon receipt to ensure that the amount paid is correct. Discrepancies must be reported to the Finance Department. Employees may elect to have their paycheck deposited directly into the account of their choice. If you wish to participate in the direct deposit program, please coordinate with the Finance Department.

**Statement of Earnings.** Statement of Earnings (Paycheck Stubs) will be distributed bi-weekly in such a manner as to not interfere with the normal work day. The Statement of Earnings includes information such as Gross Pay, Regular and Overtime Hours, Vacation, Holiday, Sick, and/or Personal Day Hours used; all applicable deductions, all available leave time available. The amount of Federal or State withholdings is affected by the number of exemptions claimed on Form W-4, the Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Personnel Officer.

## **5.7 DEDUCTIONS**

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee in writing, by applicable union contract, or by statute.

## **5.8 TRAVEL AWAY FROM THE CITY**

All travel away from the City must be approved in advance by the department head and the City Manager. Employees must submit travel requests on the "Training Attendance Request" form.

## **5.9 TRAVEL EXPENSE REIMBURSEMENT**

City employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the City, including food, lodging and travel expenses while away, but excluding any expenses for alcoholic beverages.

Tips not exceeding fifteen percent (15%) for meals, taxis, or baggage handling are reimbursable. If private automobiles are used, employees will be reimbursed at a rate the Internal Revenue Service allows per mile without supporting documents.

Requests for reimbursement, including receipts, shall be submitted on a "Travel Expense Claim" form signed by the employee, department head, and City Manager.

**Meals.** Meal reimbursements shall not exceed the amount for per diem meal reimbursement. Meals included with registration costs shall not be reimbursed. The City shall not reimburse an employee of any expenses associated with the purchase of alcohol. Per diem meal reimbursement rates are:

- Breakfast: \$10.00
- Lunch: \$15.00

- Dinner: \$25.00

**Hotel/Motel.** Reasonable hotel/motel accommodations are acceptable for travel more than fifty (50) miles from the City and will be reimbursed at a maximum of the single room rate.

**Incidental Expenses.** Allowable incidental expenses include baggage checking, business telephone, and one *brief* (generally, not exceeding five minutes) telephone call home to a family member every twenty-four (24) hour period.

#### **5.10 COMPENSATION UPON TERMINATION**

When an employee's employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled payday:

1. Regular wages for all hours worked up to the time of termination which have not already been paid,
2. Any overtime or holiday pay due, and
3. A lump sum payment of any accrued but unused vacation.

#### **5.11 TIMESHEETS**

All City employees must record all hours worked and all leave hours taken on a timesheet, and submit their timesheets to the Finance Department bi-weekly. All timesheets must be in the Finance Department by 10:00 AM the Monday preceding payday in order for an employee's pay to be processed for payday. Attendance records are City records, and care must be exercised in recording the hours worked, overtime hours, and absences. Both the employee and the supervisor are responsible for carefully and honestly completing the timesheets.

## **SECTION 6**

### **PERFORMANCE EVALUATIONS AND TRAINING**

#### **6.1 PERFORMANCE EVALUATIONS**

To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions. The City Manager is responsible for developing and maintaining the City's performance evaluation program.

Employees are to be evaluated by their department head at the midpoint of and prior to the end of their working test period and usually once every twelve (12) months thereafter. Each department head will maintain a list of employee anniversary dates and timely evaluate employees in their departments.

The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

#### **6.2 TRAINING POLICY**

The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to City employment to obtain or maintain required licenses and certifications, and to develop staff resources.

Opportunities may include, but are not limited to: on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations.

Any training that requires travel away from the City must be approved in advance by the department head and the City Manager as provided by the budget. Employees must submit travel requests on the "Training Attendance Request" form.

If a utility employee is required to have special certifications or licenses in order to be able to perform the employee's job duties, then the employee is responsible for obtaining the initial certifications or licenses at the employee's expense. The City will pay the cost of maintaining the certification or license. Any costs for required physical examinations will be paid by the City directly to a City-approved vendor or as a reimbursement when an employee uses another physician. The reimbursement amount when an employee chooses another physician will not exceed the amount that would have been paid to the City-approved vendor.

## SECTION 7 BENEFITS

### 7.1 RETIREMENT BENEFITS

**Social Security.** The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

**Law Enforcement Officers' and Firefighters' Retirement System (LEOFF).** All regular uniformed employees in the police department are covered by the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington.

**Public Employees Retirement System (PERS).** Most regular full-time and part-time non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.

Employees intending to retire should notify their department head of their intent to retire at least three (3) months prior to the date of retirement.

**Deferred Compensation Plans.** The City provides two voluntary deferred compensation 457 plans for employees to contribute pre-tax dollars.

### 7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

All employees are covered by the State Workers' Compensation Program (Industrial Insurance). This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for work days lost and medical costs due to job-related injuries or illnesses. All job-related accidents shall be reported immediately to the supervisor.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for workers' compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of workers' compensation benefits.

**Coordination of Benefits.** When the employee receives workers' compensation benefits, he/she is required to repay to the City the amount covered by workers' compensation and previously advanced by the City. This policy is to ensure that the employee will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred.

Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account. Employees may supplement workers' compensation salary benefits by using accrued sick or other leaves to increase their workers' compensation disability payments up to an amount not to exceed their net pay if they were working their regular schedule. The City may require an examination at its expense, performed by a physician of its choice to determine when the employee can return to work and if he/she will be capable of performing the duties of the position.

Volunteers may be covered by the State Workers' Compensation Program. They must submit on a timely basis the hours volunteered to ensure proper contributions are made on their behalf for the time worked. Commissions, committees and boards are not covered under this provision.

### **7.3 HEALTH INSURANCE BENEFITS**

**Regular Full-Time Employees.** Regular full-time employees and their dependents are eligible to participate in the City's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire.

The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

**Regular Part-Time Employees.** Regular part-time employees will be entitled to benefits as authorized by the City Manager and City Council.

**Temporary Employees.** Temporary employees will not be eligible for insurance coverage.

### **7.4 LIFE INSURANCE BENEFIT**

The City provides life and accidental death and dismemberment insurance for regular full-time employees. This coverage is effective the first day of the month following employment. Said policy amount shall be at the sum of one (1) times the annual salary, rounded to the next one thousand (1,000) dollars plus the dollar value of the accrued sick leave as of January-December 1 of the prioreach year, rounded to the nearest one thousand (1,000) dollars (to the maximum available through the City's insurance). The City may provide the term insurance policy through any insurance company approved by the State Insurance Commissioner. The program will be explained upon hire.

### **7.5 LONG TERM CARE INSURANCE BENEFIT**

The City provides long term care insurance for eligible active and retired LEOFF I employees.

### **7.6 CONTINUATION OF INSURANCE COVERAGE**

**Workers' Compensation Leave.** An employee receiving workers' compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The City also continues to pay for

the employer's portion of health insurance premiums, provided that the employee continues to pay their share of premiums, if any.

After six (6) months, the employee's benefits shall cease unless the City Manager makes an exception based on the criteria stated in Section 1.4 of these policies. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time he/she receives workers' compensation benefits.

**Consolidated Omnibus Budget Reconciliation Act (COBRA) rights.** Upon an employee's termination from City employment or upon an unpaid leave of absence, at the employee's option and expense, the employee may be eligible to continue City health insurance benefits to the extent provided under the federal COBRA regulations.

An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA continuation rights.

**Termination, retirement, leave of absence.** For eligible employees who terminate, retire or are on an approved leave of absence, the City will pay the premium for the month the employee is leaving, provided the employee is on paid status for the first ten (10) days of the month.

## **7.7 UNEMPLOYMENT COMPENSATION**

City employees may qualify for State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met.

## **7.8 RETURN FROM UNPAID LEAVE**

Upon return from an unpaid leave, an employee's benefits, leave accruals, and insurance coverage will commence on the first day of the month following the return date.

## **7.9 EMPLOYEE ASSISTANCE PROGRAM**

As provided in the budget, the City may pay all or part of the premium cost for regular full-time and part-time employees' enrollment in an approved Employee Assistance Program (EAP). The EAP is a consultation and referral service to assist employees in resolving a variety of problems which may interfere with the employee's productivity on the job. Under the EAP, employees may seek consultation and referral for a variety of problems including emotional, marital, drug and alcohol abuse, family problems, and other situations. After consultation, the employee may be referred to sources where treatment may be obtained. The cost of the initial consultation is paid by the City; however, treatment by the referral source will be the responsibility of the employee. Some of the treatments may be covered by the City's medical insurance programs. Contact your department head or the Personnel Officer to obtain the current phone number for the EAP. Most contacts you make with the EAP are considered strictly confidential.

## **7.10 WELLNESS PROGRAM**

The City has an AWC-approved ongoing Wellness Program which focuses on health, fitness, and wellness issues by promoting positive lifestyle choices among City employees and their families (Resolution No. 1151, adopted October 26, 2010). This program helps to stabilize the cost of insurance programs and can help lower insurance premium rates. In addition, the Wellness Program can increase employee productivity and performance, reduce stress and enhance the quality of life. As provided in the budget, the City may pay a portion of wellness programs for employees.

## SECTION 8 LEAVES

### 8.1 VACATION LEAVE

Each regular full-time employee is entitled to vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
1 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours
9 years	144 hours
10 years	152 hours
11 - 14 years	160 hours
15 - 19 years	176 hours
20 years or over	184 hours

**Accrual and Use.** Vacation time accrues from date of hire and may be taken as it is accrued after successful completion of the working test period. An employee who separates from City service prior to successful completion of the working test period shall not be entitled to receive annual leave or pay for any vacation hours accrued.

**Scheduling.** Department heads are responsible for scheduling employees' vacations without undue disruption of department operations. As a general guideline, leave requests for one week or more duration should be submitted at least thirty (30) days in advance.

**Maximum Accrual.** The maximum number of vacation hours which may be accrued is two hundred forty (240) hours. Vacation time in excess of two hundred forty (240) hours shall be used or forfeited.

**FLSA Exempt Employees.** FLSA exempt employees will receive an additional forty (40) hours annual vacation.

**Employment Termination.** Employees will be paid for unused vacation time upon termination of employment.

**Vacation Time Sell-Back.** Within the limits of available resources, once annually during the last quarter of the year, an employee may request to sell back unused vacation time, provided the accrued vacation leave is not reduced to less than eighty (80) hours. The City reserves the right to



limit an employee's request if the department's budgeted appropriations, in the City Manager's opinion, appear insufficient to pay the amount requested.

**Regular Part-Time Employees.** Regular part-time employees will receive vacation on a pro-rata basis based on the established number of hours in their regularly scheduled work week.

**Casual, Seasonal, and Temporary Employees.** Employees under these classifications are not eligible for any vacation benefits.

**Leave Without Pay.** Employees do not accrue vacation benefits during a leave without pay.

## **8.2 PAID SICK LEAVE**

**Accrual and Use.** All full-time regular employees accrue paid sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular Part-Time, Casual and Seasonal employees accrue sick leave pro-rated to their Full-Time Equivalent status (i.e., a 0.5 FTE employee would earn 4 hours of sick leave per month). All employees accrue at least one hour of paid sick leave for every 40 hours worked.

**Availability.** Employees are entitled to use their accrued, unused paid sick leave beginning on the 90<sup>th</sup> calendar day after the start of their employment.

**Maximum Accrual.** Paid sick leave granted and not used shall accrue up to a total of one thousand nine hundred forty (1,940) hours. Accrued sick leave is canceled upon termination of employment.

### **Allowable Uses of Paid Sick Leave.**

Employees may use accrued, unused paid sick leave:

- To care for Their health needs or the health needs of their family members;
- When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act.
- Employers may allow employees to use paid sick leave for additional purposes (i.e. medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day); exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; use of a prescription drug which impairs job performance or safety; and additional leave beyond bereavement leave for a death in the immediate family, as authorized by the City Manager).

**Doctor's Documentation.** A doctor's certificate shall be required when an employee is absent for a period in excess of five (5) days.

The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job.

Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.

**Regular Part-Time Employees.** Regular part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked.

**Leave Without Pay.** Employees who use all their accumulated sick leave and other leave accruals and require more time off work due to illness or injury may, with their department head's prior approval, request a leave without pay. (See 8.6 Leave Without Pay.)

Employees do not accrue sick leave benefits during a leave without pay.

**Unused Sick Leave.** Employees will not be paid for any unused sick leave upon leaving City service for any reason.

**Temporary Employees.** Temporary employees do not earn sick leave benefits.

### **8.3 FAMILY AND MEDICAL LEAVE**

The City complies with the federal Family and Medical Leave Act of 1993 (FMLA) and all applicable state laws related to family and medical leave.

#### **Definitions:**

**Serious health condition (family leave)** means an illness, injury, impairment or physical or mental condition of a child, parent or spouse which warrants the participation of a family member to provide care during a period of the treatment, or supervision of the child, parent or spouse and also involves either an:

1. inpatient facility, or
2. continuing treatment or supervision by a health care provider.

**Serious health condition (employee)** means an illness, injury, impairment or physical or mental condition that involves:

1. any period of incapacity or treatment in connection with inpatient care, any period of incapacity requiring absence from work of more than three (3) calendar days, and
2. also involving continuing treatment by (or under the supervision of) a health care provider or continuing treatment (or under the supervision of) a health care provider for:

- a. a chronic or long-term health condition that is either incurable or so serious that if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or
- b. for prenatal care.

**Family Leave Eligibility.** The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees to take up to twelve (12) weeks of unpaid, job-protected in a twelve (12) month period for certain family and medical reasons.

To be eligible, an employee must have worked for the City for at least 12 months and has at least one thousand two hundred fifty (1,250) hours of service for the City during the twelve (12) month period immediately preceding the leave. There also must be at least fifty (50) employees working for the City.

**Reasons for Taking Leave.** Unpaid FMLA leave is granted for any of the following reasons:

1. The birth of a newborn child or a newly adopted child who is under the age of 18 or a child just placed with the employee for foster care. Leave must conclude within 12 months of birth, adoption, or placement.
2. To care for a qualified family member who has a serious health condition and needs the employee's care;
3. For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
4. For any qualifying exigency arising out of the fact that a qualified family member is a military member on covered active duty or call to covered active duty status.

**Substitution of Paid Leave.** At the employee's request or the employer's request, certain kinds of paid leave may be substituted for unpaid FMLA leave. Accrued vacation may be substituted for any type of FMLA leave. Accrued sick leave may be substituted only in the circumstances where the City's policies or state law allow employees to use that paid leave. Under the law, employees in Washington State are entitled to use their choice of sick leave or other paid time off, including certain disability plans to care for:

- a child with a health condition that requires treatment or supervision;
- a spouse, parent, parent-in-law, or grandparent, who has a serious health condition or an emergency health condition; and,
- children 18 years and older with disabilities that make them incapable of self-care.

The Family Care Act allows employees to use earned sick leave to care for a sick child under the age of 18 years. Employees may use available sick leave or other paid time off, including vacation time and certain disability plans, to care for immediate family members identified by RCW 49.46.210. An employer is prohibited from discharging, demoting, or disciplining employees for exercising their rights under the law. Violations of the Family Care Act provisions may result in a civil penalty. All

employees who have paid-leave benefits in Washington State are covered by this law, regardless of the size of the employer.

If an employee has any sick leave available that may be used for the kind of FMLA leave the employee is taking, the City requires use of that paid sick leave as part of the FMLA leave. Use of vacation time for FMLA leave is also an option.

If an employee uses paid leave for a purpose which FMLA leave would be available, the City requires the employee to designate their paid leave as counting against the employee's FMLA leave allowance. Employees are to notify the City if they use paid leave for a reason covered by the FMLA so that proper accounting is made for the leave.

**Advance Notice and Medical Certifications.** Employees must provide at least thirty (30) days advance written leave notice to their department head, with specific reasons for the medical leave. If circumstances do not allow giving the required notice, employees are to give notice as soon as possible.

Prior to approving the request, the City may require confirmation from a health care provider of the need for and probable duration of the leave requested for a serious health condition. Such notice must be provided within fifteen (15) days of the date of request. If planned medical treatment is required, employees are required to make a reasonable effort to schedule so as to minimize disruption to City operations.

**Intermittent Use of Leave.** If medically necessary because of a serious health condition and under some circumstances, FMLA leave may be taken in blocks of time or by reducing the normal weekly or daily work schedule.

If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to City Manager approval.

**Benefits While on Leave.** Employees will be allowed to have medical and dental coverage continued under the same conditions as before their leave commenced. Except in certain circumstances, if an employee does not return from leave, the City may recover all insurance premiums it paid to continue the employee's coverage while on leave.

Employees taking family or medical leave are required to exhaust their accrued vacation and sick leave first at the beginning of the leave.

Taking an unpaid family leave will not cause employees to lose employment benefits which accrued before the start of the leave, such as seniority. However, employees will not accrue these benefits during the unpaid family leave.

**Periodic Reporting.** Employees taking leave for more than two (2) weeks, must report to the City at least every two (2) weeks on their status and intent to return to work.

**Leave Related to Pregnancy.** Employees taking leave for the disability phase of pregnancy or childbirth while they are physically unable to work, will have the time counted against the annual twelve (12) week FMLA leave allowance. For example, if an employee takes six weeks of FMLA leave for childbirth to recover from childbirth, the employee is entitled to only six (6) weeks of FMLA leave after that to care for the new child.

Employees are entitled to unpaid leave for the full period of the physical disability resulting from pregnancy and childbirth, even if the employee is disabled for more than twelve (12) weeks, and even if the employee does not qualify for leave under the federal law.

**Return from Leave.** Upon returning from a family leave, employees will generally be assigned the same or a substantially similar position as the one held when the leave commenced or to a position with equivalent pay, benefits, and other conditions of employment.

Employees must provide a medical certification of Fitness for Duty to return to work after a medical leave that extends beyond five (5) consecutive working days, that involves a mental disability or substance abuse, or where the medical condition and employee's position are such that may present a serious risk of injury to the employee or others. See Section 9.9 for more information about the fitness for duty examination.

#### **8.4 BEREAVEMENT LEAVE**

Regular full-time and part-time employees may receive paid leave for up to three (3) days bereavement leave, which will be deducted from the employee's accrued sick leave and/or vacation leave, in the event of the death of an immediate family member as defined in Section 1.7. Additional hours may be granted upon approval of the department head and City Manager.

#### **8.5 SICK LEAVE SHARING**

A medical condition, illness or injury is defined as a physician certified case or a medical condition, illness or injury which is of an extraordinary or severe nature and which has caused or is likely to cause the employee to:

1. Go on leave of absence without pay; or
2. Terminate City employment; and
3. Will not include any mental, emotional or stress related medical condition, illness, claims or injuries except for periods during hospitalization or institutional internment.

**Authorization.** The City Manager may permit a regular full-time or part-time employee to receive sick leave donations from other qualified employees if:

1. The condition meets the definition;
2. The employee's absence and the use of shared sick leave are justified;

3. The employee has depleted or will deplete his/her annual vacation leave and sick leave accruals;
4. The employee has abided by all personnel rules regarding sick leave use, including physician certification; and
5. The employee has diligently pursued and been found to be ineligible for State Industrial Insurance benefits or other government or private disability insurance benefits.

**Process.** The City Manager will determine the sick leave amount which an employee may receive in donations which cannot exceed a total of three hundred forty-nine (349) hours of donated sick leave upon the following considerations:

1. Donated sick leave will be utilized in order of receipt in eight (8) hour increments;
2. In the instance where an illness or injury qualifies an employee for workers' compensation or other disability insurance benefits, the employee's access to shared sick leave will only be for the difference between the employee's base wage rate and the amount paid the employee by the benefits, to the extent of available shared sick leave, if any;
3. An employee with sick leave accrual more than one hundred ninety-two (192) hours may request the City Manager to transfer a specified amount of sick leave to another employee authorized to receive sick leave;
4. In no event may the employee request transfer of an amount that would result in his/her own sick leave accrual under one hundred ninety-two (192) hours; and
5. The amount of sick leave time transferred which remains unused will be returned to the employee(s) who transferred the leave when the City Manager finds the leave is no longer needed.

Employees who request donated hours will be required to submit medical documentation supporting the need for the leave completed by a board certified medical physician. Medical certification must be sufficient to document how the condition qualifies under one of the state or federal protected leave acts. Medical certification requests will be administered in accordance with relevant laws and regulations.

## **8.6 LEAVE WITHOUT PAY**

The City Manager may grant leaves of absence without pay in appropriate circumstances. In order to receive leave without pay the employee must submit a written request to the City Manager after obtaining the permission of his/her department head. Failure to return upon expiration date of the leave may be cause for negative employment action.

## **8.7 JURY AND WITNESS LEAVE**

Employees shall be granted time off with pay to serve on a jury or as a court witness. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.

It is expected that employees will report to work if there is a break during jury duty where the employee is not required to report to the courts.

You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Notification is to be given to the department head and Finance Department.

## **8.8 ADMINISTRATIVE LEAVE**

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the City as determined by the City Manager during the pendency of an investigation or other administrative proceeding.

## **8.9 MILITARY LEAVE**

**Military Training.** Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to fifteen (15) calendar days per year, or any greater period required by law, for performing ordered active duty training.

If active duty training exceeds fifteen (15) calendar days, the employee will take accrued vacation leave and then leave without pay.

Employees are required to provide their supervisor with copies of military orders as soon as possible after they are received.

**Leave for Active Duty.** Employees who are called to or volunteer for active duty military service *in excess of* fifteen (15) calendar days will be placed on an indefinite unpaid leave of absence during the time the employee is serving in active duty status with any branch of the United States Armed Forces or state militia.

The employee may, at his/her option, use any or all of accrued vacation leave prior to moving to unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the City. The employee will not earn additional vacation or sick leave during the time of unpaid leave nor will he/she be entitled to health insurance benefits except as may be provided for under COBRA.

Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

## **8.10 HOLIDAYS**

The following are recognized as paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

The employee must be on paid status the day prior and day after a holiday to qualify for holiday payment.

**Floating Holiday.** In addition to the above holidays, each regular full-time employee shall be granted eight (8) hours floating holiday time each calendar year; provided the employee has worked or is scheduled to work four (4) consecutive months in the calendar year. Accumulated holiday time shall be taken in the year it is accrued or it is lost.

**Condition of Payment.** As a condition of payment for holidays, an employee must be in a paid status the scheduled work day immediately preceding a holiday and the scheduled work day immediately following the holiday, unless excused by the City Manager.

**Holiday Work.** Non-exempt regular full-time or part-time employees will be paid for the holiday plus two (2) times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the City Manager or his/her designee.

**Regular Part-Time Employees.** A regular part-time employee is not entitled to compensation for a holiday unless the day it is observed falls on the employee's regular scheduled work day. Regular part-time employees will be paid on a pro-rata basis based on the established number of hours in their work week.

## 8.11 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the City Manager or his/her designee approval, take the day off using vacation, floating holiday, or leave without pay.

## 8.12 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES



Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

**Regular Part-Time Employees.** All leaves, including holidays are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and forty (40) hours per week. The City may pay a pro-rata cost of premiums for medical, dental or life insurance for regular part-time employees as authorized by the City Manager and provided for in the annual budget.

**Casual, Seasonal, and Temporary Employees.** Employees under these classifications are not eligible to receive benefits, including leaves, holidays and insurance, except sick leave as required by law.

## **SECTION 9**

### **EMPLOYEE RESPONSIBILITIES AND CONDUCT**

#### **9.1 GENERAL CODE OF CONDUCT**

All “ employees are expected to represent the City to the public in a professional manner which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and department head.

**Minimum standards of personal conduct.** Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct. Among the City's expectations are:

1. Basic tact and courtesy towards the public, vendors, and fellow employees;
2. Adherence to City policies, procedures, safety rules and safe work practices;
3. Compliance with directions from supervisors;
4. Preserving and protecting the City's equipment, grounds, facilities and resources;
5. Avoiding any action that might result in or create the impression of using their position for private gain, giving preferential treatment or privileged information to any person, or losing impartiality in conducting the City's business; and
6. Providing orderly and cost efficient services to its citizens.

The City is a relatively small organization. To function as efficiently as possible, employees may be asked to perform seemingly "menial" duties outside their regular assignments. It is no reflection on an employee's worth to the City, but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the City also reserves the right to change employees' work conditions and the duties originally assigned. If these arrangements become necessary, the City expects employees' best cooperation.

#### **9.2 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST**

The position that all regular employees hold with the City is viewed by the City as that employee's primary job. Due to the high standards and emergency service expectations of the public for all City employees, all outside employment will be approved in advance by the department head and City Manager.

Employees may engage in another job outside their City employment as long as it does not conflict with the best interests of the City or interfere with the employee's ability to perform his/her City job. Specifically, outside activities may not:

1. Prevent the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
2. Be conducted during the employee's work hours;
3. Utilize City telephones, computers, supplies, or any other resources, facilities or equipment;
4. Be with a firm which has contracts with or does business with the City; or
5. Be reasonably perceived by members of the public as a conflict of interest or otherwise discredits public service.

**Conflict of Interest.** No employee shall use his/her position for personal gain and shall avoid conflict of interest or the appearance of conflict of interest.

### **9.3 REPORTING IMPROPER GOVERNMENTAL ACTION**

**General Policy.** In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, and Resolution No. 494, employees are encouraged to disclose any improper governmental action taken by City officials or employees without fear of retaliation.

This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

#### **Key definitions:**

**"Improper Governmental Action"** is any action by a City officer or employee that is:

1. Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
2. In violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.
3. "Improper governmental action" does not include personnel actions (hiring, firing, complaints, promotions, reassignment, for example). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

**"Retaliatory Action"** is any material adverse change in the terms and conditions of an employee's employment.

**"Emergency"** is a circumstance that if not immediately changed may cause damage to persons or property.

**Procedure for Reporting Improper Governmental Action.** Employees who become aware of improper governmental action should follow this procedure:

1. Bring the matter to the attention of his/her supervisor, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.
2. Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the City Manager.
3. The City Manager or his/her designee, shall promptly investigate the report of improper government action. After the investigation is completed (within ten (10) work days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.
4. If the employee is not satisfied with the results of the investigation, he/she may request reconsideration in writing within five (5) work days of receipt of the City Manager's written response. The City Manager has three (3) work days to advise the reporting employee in writing whether reconsideration will be granted. If granted, the City Manager has five (5) work days from the date reconsideration is granted to complete additional investigation and provide the employee with a written response.
5. If the employee is still dissatisfied with the response, he/she may disclose the complaint to an outside agency or organization (Office of the Attorney General, Office of the State Auditor, or Office of Pierce County Prosecutor) for further review.

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper government action occurred, or that insufficient action was taken by the City to address the improper action or that for other reasons the improper action is likely to recur.

**Protection Against Retaliation.** It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper government action should follow the following procedure.

#### **Procedure for Seeking Relief Against Retaliation.**

1. Employees must provide a written complaint to the City Manager within thirty (30) days of the occurrence of the alleged retaliatory action. The written charge shall specify the alleged retaliatory action and the relief requested.
2. The City Manager shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.
3. After receiving the City's response, the employee may request a hearing before a state Administrative Law Judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the City's response to the charge of retaliatory action or forty-five (45) days of receipt of the charge of retaliation to the City Manager for response.
4. Within five (5) working days of receipt of a request for hearing the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an ALJ. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45) days after the date of the request for hearing, unless an extension is granted.

**Policy Implementation.** The City Manager or designee is responsible for implementation, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, department heads and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

#### **9.4 POLITICAL ACTIVITIES**

City employees may participate in political or partisan activities of their choosing provided that City resources, time, and property are not utilized, and the activity does not adversely affect the responsibilities of employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

Any employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours.

Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause.

An employee shall not hold an appointed or elected public office of the City when the holding of such office is incompatible with or substantially interferes with the official duties of the employee's job.

Except as noted in this policy, employees are otherwise free to fully exercise their constitutional First Amendment rights.

## **9.5 SMOKING AND TOBACCO POLICY**

It is the City's policy to maintain a safe, healthful, and aesthetically pleasing work environment by prohibiting smoking and use of tobacco products. Smoking is defined to include the use of tobacco-containing products, including cigarettes, cigars, and pipes, as well as the use of electronic cigarettes. For these considerations, smoking, including vaping, is prohibited on all City-owned property, and the City prohibits smoking, including vaping, and tobacco use by employees in all City facilities, including City-owned buildings, vehicles, work sites, and offices or other facilities rented or leased by the City, including individual employee offices. Smoking is permitted on public right-of-way or where posted "Smoking Permitted" signs are located. This policy applies equally to all employees, customers, and visitors.

Employees are expected to exercise common courtesy and to respect for the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to not abuse break and work rules and to keep smoking areas litter-free. Complaints about smoking issues should be resolved at the lowest level possible but may be processed through the City's grievance procedure.

Employees are protected from retaliatory action or from being subjected to any adverse personal action for exercising or attempting to exercise his/her rights under the smoking and tobacco policy. Any violation of this policy may result in appropriate corrective disciplinary action, up to and including termination.

Employees may contact the Personnel Officer for information regarding the effects of smoking and the availability of smoking cessation programs

## **9.6 SENSITIVITY TO FRAGRANCES AND ODORS**

Employees are asked to be considerate of those who are sensitive to fragrances and odors and avoid using scented products in the workplace. If you use a fragrance or scented product, please use it sparingly.

A general guideline for fragrances and scented products is that they should be barely detectable at an arm's length away, or if it can be smelled by a reasonable person at a distance of between three and four feet away, it is too strong. If there is a question whether a scent is too heavy, err on the side of caution.

When using products such as air fresheners in your work area, please be considerate and coordinate with your coworkers with regard to any sensitivity issues from certain scents.

## **9.7 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS**

The City furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. The City does not assume responsibility for any theft or damage to the personal belongings of employees, and reserves the right to search employee desks, lockers, and personal belongings brought onto City premises, if necessary.

## 9.8 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State Driver's license.

If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her department head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her department head.

Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action up to and including discharge.

## 9.9 USE OF CITY VEHICLES AND EQUIPMENT

**City Vehicle Use.** City-owned vehicles may be operated for authorized use only. Vehicles will not be taken home during off-duty hours except as approved by the department head and/or City Manager.

Vehicles must be legally and appropriately operated and/or parked. Violations issued to the driver will be the responsibility of the driver, not the City.

City employees will set a proper example of safe driving practices. Pursuant to Washington law, anyone operating or riding in City vehicles must wear seat belts at all times. Employees shall comply with the laws related to cell phone use and distracted driving.

Smoking, tobacco use, or vaping in City vehicles is not permitted. Transporting other persons in City vehicles will be allowed only when the person is accompanying an employee to a City meeting or official function or otherwise authorized by the department head and/or City Manager.

**Personal Vehicle Use.** Employees may use personal vehicles for official City business when no City vehicle is available and with the prior approval of the department head or City Manager. Upon authorization, employees using their personal vehicles will be reimbursed at the Internal Revenue Service rate established per mile.

**Driving Record.** Employees will be required to authorize for initial and continuous employment a driving record check if their jobs involve driving in the course of City business. A driving record check will be conducted once each calendar year by the Personnel Officer.

Employee drivers shall have and maintain a good driving record and a current, valid driver's license with proper endorsement(s), if required for the job.

Employees who drive personal vehicles in the course of City business will be required to provide information about personal automobile insurance coverage.

**Accidents.** Employees driving a City-owned vehicle or a privately owned vehicle in the performance of official duties who become involved in an accident resulting in personal injury or property damage shall:

1. Request all parties remain at the accident scene, if possible, until a law enforcement representative has released them;
2. Have all collisions regardless of the amount of property damage investigated by the police agency having jurisdiction or as they select another authority;
3. Refrain from making statements regarding the accident with anyone other than the investigating law enforcement representative, City official and insurance representative;
4. Forward a copy of all police reports with attached statements to the Risk Manager;
5. If injured, follow procedures as required for reporting of on-the-job injuries including reporting promptly to supervisor or department head for evaluation/investigation; if needed, dial 9-1-1 for medical aid and be accompanied by supervisor or department head to doctor or hospital; complete the employee's portion of the Department of Labor & Industries Accident Report Form and submit to doctor; and complete Employee's Report of Accident form and submit it to the Risk Manager or Safety Committee.

**Equipment Use.** City equipment, including vehicles, should be used by employees for City business only. An employees' misuse of City services, phones, vehicles, equipment or supplies can result in disciplinary action including termination.

**Cellular Phone and Smartphone Use.** Cellular phones and smartphones provided by the City are intended for City business. Except as allowed in this policy, employees are discouraged from using City-owned cellular phones or smartphones for personal use and must never use them for private business or political purposes. The City Manager, in consultation with the City's department heads, will determine the need for an employee to be issued a City-owned cellular phone or smartphone.

Use of City cellular phones or smartphones for illegal, unethical, or sexual purposes or that interferes with or affects the ability of the employee to perform their duties is expressly prohibited. City employees have no expectation of privacy in the use of City-owned cellular phones or smartphones. Any information or data transmitted via a City-owned cellular phone or smartphone will be captured and retained in compliance with the City's retention obligations under State law, and may be subject to public disclosure.

Any personal use of City-owned cellular phones or smartphones that results in additional costs to the City, above the City's normal costs for its cellular phone plan, must be paid by the employee. Personal use of City-owned cellular phones and/or smartphones that does not interfere with the performance of official duties and which do not result in any added costs to the City, is an allowed "de minimus" use of City resources.



The City Manager and City department heads are responsible to ensure that all City-owned cellular phones and smartphones are inventoried and a current, accurate inventory is maintained. Except where a shared cellular phone for a department is approved, responsibility for every City-owned cellular phone and smartphone shall be assigned to a City employee. The City employee assigned the phone shall be responsible for use that occurs on the phone and payment for any added cost due to personal use.

Any City employee who uses a City-owned cellular phone or smartphone inappropriately, or in violation of this policy shall be subject to appropriate disciplinary action, up to and including termination.

#### **9.10 SAFETY/SECURITY**

The safety of employees and the public is a primary responsibility of each employee. Every employee is responsible for maintaining a safe work environment and following the City's safety policies as included in the City's Accident Prevention Program.

Employees are required to promptly report all unsafe or potentially hazardous conditions to their supervisor immediately.

Endangerment of other employees or the public may result in immediate disciplinary action up to and including discharge. The City will make every effort to remedy problems as quickly as possible.

Employees assigned or provided safety clothing or equipment are required to wear or utilize that clothing or equipment. Failure to do so may result in disciplinary action.

In case of any on the job accident involving a personal injury, employees shall immediately notify their supervisor, department head or Personnel Officer.

**Bloodborne Pathogens.** Since being exposed to a bloodborne pathogen may lead to sicknesses such as hepatitis, AIDS, or malaria, and since the City wants to assure employees will have as safe and healthy work environment as possible, it is the policy of the City to comply with all statutory obligations for the prevention of exposure to bloodborne pathogens.

Employees in the Fircrest Police Department should familiarize themselves with the Department's Exposure Control Plan (Appendix C) and follow it at all times.

**Safety Committee.** The Safety Committee will function in accordance with state (WAC 296-800-130) and federal laws and will maintain direct communication with management in all areas of safety. The Committee will consist of two employees (Risk Manager and Safety Officer (Facilities staff)) appointed by the City Manager and three employees elected by employees. Meetings will be held at least every other month.

**Fitness for Duty Examination.** A fitness for duty examination may be required when the City reasonably believes that an employee's job performance may be impaired due to a health problem or the employee may pose a risk to the safety of the employee or others. This examination is a mechanism for identifying whether and to what extent an employee may be unable to perform his/her essential job functions effectively or could endanger the safety of others, him/herself, or City property. The City will choose a qualified health care professional to conduct the examination on a case-by-case basis. The employee's status during the duration of the examination will be evaluated on a case-by-case basis; options include, but are not limited to, relieving the employee of certain duties, assigning different duties, or sending the employee home under appropriate leave status. If the examination concludes that the employee is not fit for duty, the City will continue the interactive process with the employee in compliance with applicable laws, including the Americans with Disabilities Act, Washington Law Against Discrimination, and the Family and Medical Leave Act to determine if and when the employee can be returned to work or regular duties.

## **9.11 SOLICITATIONS**

Most forms of selling and solicitations for other than City sponsored events are inappropriate in the work place. Solicitations can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of City or employee property. The following limitations apply:

1. Persons not employed by the City may not solicit, survey, petition, or distribute literature on City premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor.

Exceptions to this rule may be made by the City Manager in special circumstances where the City determines that an exception would serve the best interests of the organization and employees. An example of an exception might be the United Way campaign or a similar, community-based fund-raising effort.

2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods.

Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas.

The employee lunchroom is considered a non-work area under this policy.

## **9.12 ACCEPTANCE OF GIFTS**

Employees are not permitted to solicit or receive a gift, loan, favor, entertainment, or other thing of monetary value if it is or appears to be solicited, received, or given with the intent to give or obtain special consideration or influence to any job-related action by the employee. This policy does not prohibit the following:

1. Attendance at a hosted meal provided in conjunction with a seminar, conference or gathering which relates directly to City business or which is attended as a staff representative;
2. An award publicly presented in recognition of public service;
3. An occasional non-monetary gift (such as fruit, flower, candy given to the City) having a monetary value of \$50.00 or less when the gift is offered without obligation or the appearance of obligation; and
4. Any gift which would have been offered or given to the employee regardless of City employment.

### **9.13 PROFESSIONAL AND CIVIC ASSOCIATIONS**

The City Manager may authorize department heads to be active participants in civic and service organizations whose activities may benefit or otherwise affect the citizens of Fircrest.

Department head memberships must be authorized and approved by the City Manager. Membership costs may be reimbursed for various community based groups, if provided for in the annual budget. The City Manager may limit the number of appointed officials to any given organization.

### **9.14 SUBSTANCE ABUSE**

The City's Drug-Free Work Place Policy prohibits illegal drugs, including marijuana, in the work place and provides for taking appropriate personnel action against employees who are convicted of drug related crimes.

The term "drug" shall mean a substance taken into the body, in any form, which may impair mental facilities and/or physical performance, and shall include alcohol, marijuana, and any controlled substances as identified in RCW Chapter 69.50.

The City's philosophy on substance abuse has two focuses:

1. concern for the well-being of the employee; and
2. concern for the safety of other employees and the public.

**Availability of Rehabilitation or Treatment.** As part of the City's Employee Assistance Program, employees who are concerned about their alcohol or drug use are encouraged to seek counseling, treatment and rehabilitation.

Although the decision to seek diagnosis and accept treatment is completely voluntary, the City is fully committed to helping employees who voluntarily come forward to overcome substance abuse problems. In most cases, the expense of treatment may be fully or partially covered by the City's benefit program.

Employees are encouraged to contact the EAP for more information. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination for seeking advice or treatment.

**Use of Medication.** An employee taking prescription or non-prescription medication which may affect the employee's ability to work or may affect the safety of the employee, co-workers, or the public is required to notify his/her supervisor prior to commencement of work. The supervisor will make a fitness for duty determination.

**When Job Performance is Affected.** Although the City is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job.

1. The City may discipline or terminate an employee possessing, consuming, selling or using alcohol, marijuana, or controlled substances (other than legally prescribed) during work hours.
2. The City may also discipline or terminate an employee when ongoing use of alcohol, marijuana, or controlled substances impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to the City or others.

**Substance Abuse Policy for operators of Commercial Motor Vehicles.** City employees who hold commercial driver's licenses (CDLs) and who operate commercial motor vehicles while employed by the City are subject to additional rules and regulations imposed by the federal government.

These regulations require urine drug testing and alcohol breath testing in the following circumstances:

1. Pre-employment;
2. Reasonable suspicion;
3. Post-accident;
4. Return to duty testing;
5. Random testing.

CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination. CDL holders should consult the City's Drug and Alcohol Testing Policy for Employees Who Operate Commercial Vehicles for the additional details concerning these rules.

**Drug-Free Work Place.** The City complies with the federal Drug-Free Work Place Act and has adopted policies as follows:

1. The manufacturing, distribution, dispensation, possession and use of unlawful drugs, marijuana, or alcohol on City premises or during work hours by employees is strictly prohibited.

2. Employees also must notify the City within five (5) days of any conviction for a drug violation in the workplace.
3. Violation of this policy can result in disciplinary action, including discharge. Continued poor performance or failure to successfully complete a rehabilitation program are grounds for termination.

**Drug Testing:** The City requires pre-employment drug tests and may require an employee to undergo testing for drugs when it has reasonable cause or suspicion to believe an employee may be in violation of the City's Drug-Free Work Place policy. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

#### **9.15 BULLETIN BOARDS**

The City maintains bulletin boards for posting information as required by federal or state law as well as to provide information to employees. Posting of materials on City bulletin boards is restricted to materials deemed appropriate by the City. Employees need authorization of the City Manager to post other materials on bulletin boards.

#### **9.16 EMPLOYEE ATTIRE, UNIFORMS, SPECIAL EQUIPMENT AND CLOTHING**

In order to enhance and maintain a professional image to the general public, all employees should maintain the highest standards of personal cleanliness and grooming and shall present a neat and business-like appearance during working hours. (Union employee dress codes are already covered in their collective bargaining agreements). In times of extreme weather or when you must accommodate a medical condition then exceptions to this policy may be granted.

The City may require the wearing of uniforms or special clothing or the use of special equipment. When such requirement exists, the City will pay for the purchase of such uniform, clothing or equipment. The employee is required to wear or utilize the clothing or equipment in accordance with City policy and practice. Failure to wear or utilize such uniform, equipment or clothing may result in disciplinary action up to and including discharge.

#### **9.17 CONTACT WITH THE NEWS MEDIA**

The City Manager shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The City Manager may designate specific employees to give out procedural, factual or historical information on particular subjects.

#### **9.18 USE OF CITY COMPUTERS**

While the City encourages and supports use of computer systems as a means of improving productivity, certain restrictions are necessary to avoid improprieties, ensure that established standards are met, and maintain appropriate security of computerized data.

A fundamental restriction relates to the policy that City computer systems are to be used for official City business purposes only. City computer systems are not to be used for personal correspondence or other personal use during or outside City business hours.

#### **Responsibilities:**

- **Employees:** The procedures described in this policy are to be followed by all employees who use City computer systems.
- **Supervisors:** All supervisors of employees who use computers are responsible for ensuring that subordinates adhere to this policy.
- **Information Systems Department (INS):** The INS is available to assist department users in the acquisition and use of computer systems. The City Manager is responsible for enforcing this policy.

#### **Definitions:**

**"Application"** is the system, process or problem to which a computer, program or software is applied.

**"Data File"** is the collection of data accumulated for a definite use. Examples include word processing documents, spreadsheets, databases, etc.

**"Hardware"** is the electric, electronic, and mechanical equipment used to process data. Examples include the central processing unit, keyboard, monitor, printer, etc.

**"Program"** is a unique set of instructions created by City staff or by consultants that tell the computer how to perform a function or series of functions.

**"Software"** is a set of programs that tell the computer how to perform a function or series of functions, usually created by commercial firms for sale and general use in specific types of applications. Examples include Word, Excel, AUTOCAD, etc.

**"Template"** is a stored pattern of instructions or macros, developed in software, for performing the same repetitive process on different sets of data.

#### **Procedure:**

1. **Use of Software or Hardware.** To ensure compatibility between computer systems and provisions of adequate user support, the City has established standard software and hardware for commonly used applications.

Use of specialized software or hardware other than those standard products may be authorized through a special use policy.

The use of unauthorized, non-standard software on City computer systems is prohibited. Consequently, employees shall not install or use unauthorized software or hardware, including personally owned software or hardware, on City computers. Non-standard hardware or software, if discovered, will be reported to the immediate supervisor of the user. It will be the responsibility of the supervisor to notify the City Manager.

2. **Installation of Software and Hardware.** Improper installation of software or hardware can damage a computer system or cause it to malfunction. Consequently, all software and hardware are to be installed by a competent person as directed by the Department Manager. Any moving, relocating, or rearranging of computer hardware should also be reported to the Finance Department so the E.R.R. records can be updated.
3. **Ownership and Confidentiality.** All software, programs, applications, templates, data, and data files residing on municipal computer systems or storage media or developed on municipal computer systems are the property of the City.

The City retains the right to access, copy, change, alter, modify, destroy, delete or erase this property. Computer data files containing confidential or sensitive data should be treated accordingly and should not be removed from the workplace without proper authorization.

4. **Copying Software, Programs, Applications, Templates, etc.** Users should notify the City Manager or his/her designee and receive proper authorization before attempting to copy software. In many cases, copyright laws and/or licenses for commercial software, programs, applications, and templates used by the City prohibit making multiple copies.

The City and its employees are required to abide by the federal copyright laws and to abide by all such licensing agreements.

5. **Back-Up of Data Files.** Employees are encouraged to regularly back up computer data files in order to avoid irretrievable loss through hardware failure. At a minimum, all computers should be backed up onto tape, if available, once a week.
6. **Use of Employee Computers to Work on City Data Files.** Employees who own personal computers may wish to use them for work at home. Those who choose to do so must adhere to this policy with regard to use of City-owned software or data files.

Use of outside computers introduces the risk that a "computer virus" could infect City computer systems. Data files should be checked by virus-detecting software before copying them back to City computers.

7. **Portable Computers.** The use of laptops, notebooks, or other portable computers must comply with all the aforementioned policies. When not in use, portable computers must be stored securely. If they must be left in a vehicle, they should be securely locked in the trunk. If taken offsite, portable computers must either be in direct control of an authorized employee or physically secured accessible only to authorized employees. Storage of confidential information on portable computers should be limited. If confidential data is stored on a portable computer, it must be encrypted in accordance with applicable policies and regulations. Portable computers are more susceptible to damage, both due to their portable nature and their relatively fragile construction. Users are expected to take

precautions to ensure that laptops are not stolen, lost, or damaged. If laptops are lost, stolen, or otherwise damaged such that they cannot be restored to normal working order, the employee may be responsible for the prorated cost of the laptop (first year: 100%; second year, 75%; third year, 50%; fourth year, 25%). In case of theft, damage, or loss, the user must file a report with the Information Services Manager promptly.

#### **9.19 PERSONAL PHONE CALLS**

Use of City phones for local personal phone calls should be kept to a minimum. Employees are not permitted to make personal long-distance phone calls that are charged to the City. However, if City business creates an unforeseeable need for the employee to work late, a *brief* long-distance personal call for the purpose of notifying a family member is permitted.



## **SECTION 10**

### **DISCIPLINE AND TERMINATIONS**

#### **10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION**

Employees are responsible to the public and are held to a high standard of performance to maintain the public trust. In pursuing Fircrest's goal of excellence in City service, the mission of employees is to provide efficient, courteous, professional services to enhance the quality of life for employees and the community.

The following examples of types of inappropriate work behavior that may result in discipline up to and including discharge are listed as illustrative and not comprehensive.

1. Falsification of any work, personnel, or other City records;
2. Unauthorized use of City property and taking or removal of City funds or property;
3. Unauthorized use of position for personal gain or advantage; acceptance of unlawful gratuities or bribes;
4. Insubordination or other disrespectful conduct;
5. Being on the job in possession of, distributing, selling, or using alcohol, marijuana, or controlled substances or under their influence. (The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such employee has given his/her supervisor prior notice of such use and/or possession and such use does not impair safe and/or efficient work performance.);
6. Unauthorized disclosure of confidential information;
7. Poor performance; inability, inefficiency, negligence, or concealing defective work;
8. Excessive absenteeism or tardiness or failure to report in when absent or tardy; insufficient reasons for absenteeism; loitering, shirking duties, failing to assist others in a work situation;
9. Smoking or vaping in any unauthorized area or creating of fire hazards in any area;
10. Violation of duties or personnel policies or any other City policy or rule;
11. Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the City or employees, on or off premises, including on social media, except that no employee will be subject to discipline for conduct protected by the First Amendment;
12. Disorderly conduct, including fighting on the premises, violence or threats of violence, rudeness, harassment, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees;
13. Failure to observe safety practices, rules, regulations, and instructions or failure to promptly report on-the-job injury or accident involving an employee, equipment, or property;
14. Possession of weapons in the work place, except as authorized by the City;

15. Conviction of a gross misdemeanor or felony which could adversely impact the employee's ability to perform job duties;
16. Dishonesty or lying.

This list contains examples of inappropriate work behavior and is not exhaustive. It is not intended to and does not modify the status of any employee employed "at-will." The examples are presented for guidance only and are not intended to nor do they establish or limit the basis upon which the City may make disciplinary or termination decisions.

## **10.2 POSSIBLE DISCIPLINARY ACTIONS**

These policies are furnished to all employees to inform them of expected behavior and work performance. Breaches of behavior expectations or unsatisfactory work performance may result in disciplinary action, at the discretion of the City, in disciplinary action.

The disciplinary alternatives are provided as a means of facilitating the resolution of employment issues, but are not meant to modify or alter the at-will status of an employee. Disciplinary action, in the sole discretion of the City, may include one or more of the following:

1. **Oral Warning.** The supervisor will discuss behavior and performance problems with the employee on an informal basis. Such discussion may be temporarily documented in the supervisor's file, but not in the employee's personnel file.
2. **Written Warning.** This is a formal written disciplinary action for misconduct, inadequate performance or repeated lesser infractions. Written warnings are placed in the employee's personnel file. The written warning may include the nature of the infraction, suggestions to correct the conduct or improve performance and clear warning that repeated instances or lack of improvement will result in further disciplinary action.
3. **Suspension.** This is a temporary, paid or unpaid absence from duty which may be imposed as a penalty for significant misconduct and the action is made a part of the employee's personnel file.
4. **Demotion.** An employee may be demoted to a position for which they qualify for lesser pay and responsibility as a disciplinary action when determined appropriate by the City Manager. Demotions cannot be considered if it would result in laying off another employee who would not have otherwise been laid off.
5. **Discharge.** See paragraph 10.3(5) below.

Each of these actions is independent of the other and need not follow the sequence listed above.

The choice of what discipline to apply in any particular case is solely the City's. Employees who are exempt from overtime laws will not be suspended without pay for disciplinary purposes for periods less than a full workweek, unless the infraction involves violation of safety rules of major significance.

### 10.3 TERMINATION

Termination from employment with the City may be for a number of reasons including:

1. **Resignation.** An employee may initiate termination of employment by choosing to leave City employment voluntarily.

An employee should provide two (2) weeks written notice of resignation. These time limits may be waived by the City Manager. Failure to provide appropriate notice may result in ineligibility for rehire and a resignation not in good standing.

2. **Retirement.** Voluntary retirement from active employment status initiated by the employee.
3. **Layoff.** The City Manager may lay off employees for lack of work, budgetary restrictions, reorganization or other changes that have taken place. Employees will be given two (2) weeks written notice stating the reason for the layoff.

Temporary employees or employees who have not completed their working test period will be laid off before regular employees are affected.

In determining who will be laid off, the City Manager will evaluate the needs of the City and identify which position(s) have the least impact to the City. Further consideration usually will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, as determined by the City. In the event that a layoff is expected, the City of Fircrest will attempt to communicate information about an impending layoff as soon as practicable.

Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

4. **Medical.** If an employee has a physical or mental impairment that prevents him/her from performing the essential duties of the employee's position and the employee cannot be reasonably accommodated, the employee or the City may institute termination for medical reasons.

The City may require an examination at its expense performed by a physician of its choice prior to termination. Failure to submit to such a request may result in a discharge from employment.

5. **Discharge.** It is hoped employment relationships with the City will be long-term; however, it is recognized that at times things do not develop as hoped and the City may decide to terminate the employment relationship. An employee may be involuntarily discharged from City employment for any of the reasons listed below:
  - a. During or at the end of employee's working test period with or without cause;
  - b. At-will; and

- c. For-cause employees may be discharged as a result of disciplinary action for unsatisfactory performance, for inappropriate conduct; or due to loss of skills certification or other conditions which would make the employee unable to satisfactorily perform the job or be unfit for service.

Prior to termination of employment, the employee may participate in an exit interview normally conducted with the department head and/or City Manager during which the employee's benefits, rights and responsibilities following termination are explained. At the exit interview employees are expected to return all City property.

#### **10.4 PRE-TERMINATION HEARING**

In the case of involuntary termination of an employee for cause, other than working test employees, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and as an opportunity for an employee to furnish additional facts before a termination decision is finalized. The employee shall be provided with a notice of the recommendation for termination. The notice shall include an explanation of the charges on which the recommendation is based, and the time and date for a pre-termination hearing. If the employee fails or refuses to appear, the termination may proceed.

Pre-termination hearings will be presided over by the City Manager or a designated representative. The hearings are intended to be informal. The employee may show good reason(s) why he/she should not be terminated. The employee may bring one person to the hearing as a representative.

Usually within five (5) working days after the pre-termination hearing, the City Manager will issue a decision on whether there are reasonable grounds to believe the charges against the employee are true and support termination. A longer review period may be required in more complex situations.

#### **10.5 DEMOTION**

If qualified, an employee may be demoted to another position of lesser pay and responsibility as a disciplinary action when determined appropriate by the City Manager. Demotions cannot be considered if it would result in laying off another employee who would not have otherwise been laid off.

#### **10.6 RETURN OF CITY PROPERTY**

Prior to release of a terminated employee's final pay check, the employee will be required to return to the City all property in his/her possession or assigned to him/her including but not limited to:

1. Equipment, tools, and cellular phones;
2. Keys;
3. Manuals and written or electronic materials/computer access codes; and
4. Protective equipment and uniforms.

The property not returned or lost will result in appropriate legal action being taken to reclaim the property or recover the value of the property not returned.

## **SECTION 11**

### **COMPLAINT PROCEDURES**

#### **11.1 COMPLAINT PROCEDURES**

A "complaint" is defined as an action by an employee alleging that he/she has not been treated fairly concerning the administration of these personnel policies or other administrative policies of the City. No punitive action will be carried out against an employee for using the following procedure.

This complaint procedure does not apply to claims of discrimination, sexual harassment, or reports of improper governmental action. Separate procedures apply to these types of complaints. (See 2.6 Harassment/Discrimination Complaint Procedure, or 9.3 Reporting Improper Government Action.)

#### **Complaint Procedures.**

1. Employees discuss the problem with their supervisor. The supervisor will reply within five (5) work days, unless mutually agreed that additional time is needed.
2. Employees who feel the problem is not resolved to their satisfaction with the supervisor or they disagree with how personnel policies have been applied, should discuss the matter with their department head. He/she will respond within five (5) work days after receipt of complaint unless it is mutually agreed that additional time is needed.
3. Employees who remain dissatisfied with the response from the department head can submit the problem in writing to the City Manager. The written complaint needs to include a description of the problem and the remedy sought and must be filed within twenty (20) work days after first becoming aware of the circumstances.

The City Manager may meet with the parties involved and will prepare a written response within ten (10) work days of the meeting unless mutually agreed that additional time is needed. The City Manager may bring in a third-party to help resolve the problem. The City Manager's response and decision are final and binding.

**NEW BUSINESS:** IT Services  
**ITEM 8.**

**FROM:** Scott Pingel

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**RECOMMENDED MOTION:** For discussion purposes only.

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**BACKGROUND:** Over the last several months, City staff have been looking at the City's information technology needs. We have had 2 I.T. companies come and scan the City's I.T. systems and infrastructure. We have had particular concerns over cybersecurity with the various attacks on all levels of government. Each company was able to provide good insight about the state of our system and how to improve it and make it more secure. Each also provided a proposal after they had a chance to get to know our system better. We put out an RFP in November 2019. We received 3 proposals. City staff scored Right Systems, Inc. the highest due to their cost/cost structure as well as their experience in the public sector and with local governments.

**ATTACHMENT:** [Proposal](#)



# Proposal for Managed Services

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Prepared for:

City of Fircrest

*December 11, 2019*



## EXECUTIVE SUMMARY

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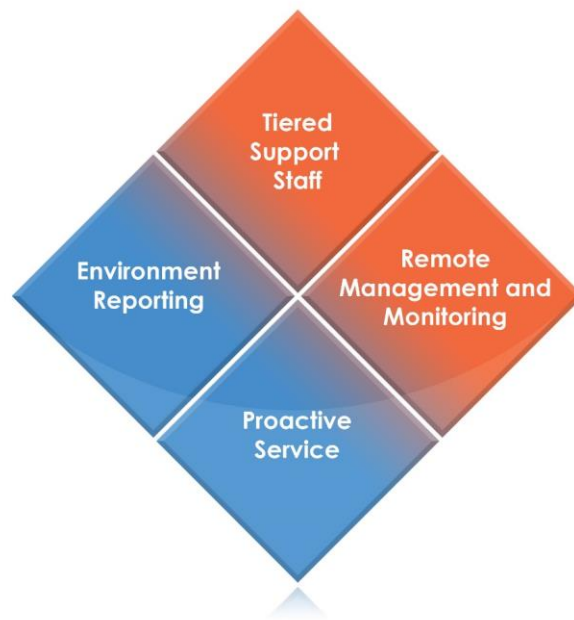
Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership.

Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

The goal of RSI's Managed Services is to free your IT professionals from burning countless hours putting out fires, troubleshooting issues, and supporting your environment. Offload the day to day maintenance of your technology stack and empower your team to engage in continual improvement.

# The RSI Support Diamond

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## **Tiered Support Staff:**

RSI utilizes a 3-tiered support staff of local engineers based in the Pacific Northwest. Our tiers are designed to help our customers get access to the engineering resources they need-right when they need it.

## **Remote Management and Monitoring**

At the core of RSI's managed service practice is our remote management platform. RSI is able to monitor and alert on thresholds defined by both RSI and the customer, with absolutely no agents to install on your servers. This allows our support staff to actively monitor your environment and make sure everything is running as expected. Alert histories are preserved for a year, allowing us to look at trends, and forecast possible outages in the future.

## **Environment Reporting**

Included with all RSI managed service contracts is your company's entitlement to reports delivered on a regular basis.

## **Proactive Service**

Utilizing all the previously outlined areas of RSI's managed service practice, Right Systems is able to get ahead of issues we see on the horizon. We look at your infrastructure's service dashboards each day and notate areas that might pose potential issues down the road. We prefer to deal with issues from a proactive perspective, making recommendations for upgrades and future projects when applicable, rather than rely solely on reactive.

## Scope of Offering

The following section defines the activities, services levels and procedures associated with the Managed Service offering for City of Fircrest.

Supported Devices/ Users	
Cloud-Based Servers, Desktops, & Infrastructure	Y
Network Devices (Route/Switch/APs)	12
End Users	33






Services	
Proactive Management	8am-5pm, Monday-Friday
24x7x365 monitoring & critical issue support	Y
Monthly Reporting	Y
Technology Business Reviews	Y

	Service
Onboarding	<ul style="list-style-type: none"><li>RSI will review environment, setup alerting functionality, and including remote monitoring and management as appropriate.</li><li>RSI will deliver a 1-page contact document, and review process for reaching RSI during and after business hours.</li></ul>






	Support
<b>Standard Operating Procedure</b>	<ul style="list-style-type: none"> <li>• Tickets are defined as issues and problems that are user-impacting and not administrative in nature.</li> <li>• Tickets can be initiated via email or phone, from technical contacts previously designated by the customer.</li> <li>• Tickets will be addressed by severity.</li> <li>• Tickets may be auto-generated from the RSI monitoring and management solution.</li> <li>• Vendor-initiated communication will be determined and managed by RSI based on ticket cause and severity.</li> <li>• Tickets determined not to be related to the managed technologies will be sent back to City of Fircrest. Repeated events where tickets are not related to supported equipment may result in additional charges or termination of the agreement.</li> <li>• Proactive Change Management. As determined by RSI, with schedule and approval coordinated by City of Fircrest, RSI may perform changes necessary to maintain the appropriate level of service in the environment.</li> <li>• Emergency Change Management. For changes necessary to resolve user impacting system outages or other emergency situations where immediate action is required to prevent a user impacting outage, approval is granted retroactively by the customer. After the emergency or outage situation has been resolved, RSI will promptly notify the customer contacts and provide sufficient detail regarding the issues, the changes implemented, and the recommended preventative measures.</li> <li>• It is understood that any services requested by City of Fircrest that fall outside of the terms of this agreement will be quoted and billed as separate services.</li> <li>• City of Fircrest grants RSI authorization to view any data within the regular routine of the repair and support of the environment. City of Fircrest also authorizes RSI to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or support that is consistent with the standards and practices in the industry.</li> </ul>

MANAGED SERVICE SLAS

8:00 am - 5:00 pm

				RESPONSE TIME	ESCALATION
P1	Service not available. (all users affected)	Critical		15 minutes	30 minutes
P2	Significant Degradation of service (large number of users affected)	High		15 minutes	1 hour
P3	Limited degradation of service	Medium		15 minutes	1 day
P4	small service degradation (business process can continue)	Low		15 minutes	2 days
P5	Reserved for special requests / changes	No SLA		~	~

After Hours, Weekends,  
Federal Holidays

				RESPONSE TIME	ESCALATION
P1	Service not available. (all users affected)	Critical		1 hour	1 hour
P2	Significant Degradation of service (large number of users affected)	High		1 hour	2 hours
P3	Limited degradation of service	Medium		1 hour	2 days
P4	Small service degradation (business process can continue)	Low		1 hour	3 days
P5	Reserved for special requests / changes	No SLA		~	~

	Support
<b>Ticket Priority Levels</b>	<ul style="list-style-type: none"> <li>• <u>Priority level 1</u> tickets are for errors or defects that render the supported environment (or any portion thereof) inoperative, or materially impairs the use of the environment for the entire company (all users and functions unavailable).</li> <li>• <u>Priority level 2</u> tickets are for errors or defects that substantially impair the use of the environment (large number of users or business critical functions affected).</li> <li>• <u>Priority level 3</u> means an error that has some impact on the performance or operation of the environment (limited number of users or functions affected, business process can continue).</li> <li>• <u>Priority level 4</u> classifies a small service degradation (business process can continue, one user affected).</li> <li>• <u>Priority level 5</u> is reserved for requests for change to the existing environment.</li> <li>• <u>Hardware failure resolution time will be dependent on vendor hardware warranty status and terms.</u></li> <li>• <u>Customer-led changes in the environment that lead to service tickets may result in additional charges</u></li> </ul>

	Support
Support Tiers	<p><b>TIER 0 – Customer Technical Contacts</b></p> <ul style="list-style-type: none"> <li>All Managed Service requests begin in Tier 0, where the initial request is formulated, either from the customer’s end user or the customer’s technical support. In the case of the end user, the issue is escalated to in-house technical support, if applicable, or a designated Customer Technical Contact. Basic troubleshooting and documentation of the issue is provided by in-house support and Tier 0 escalates to RSI Tier 1 when an issue cannot be resolved internally.</li> </ul> <p><b>TIER 1 – RSI Support Services</b></p> <ul style="list-style-type: none"> <li>All incidents that need escalation from Tier 0 route through RSI’s Tier 1 technicians. Via email or phone, our Tier 1 resources triage the service ticket and either resolve it immediately or route to the next tier. RSI’s Tier 1 will perform routine discovery on the issue and possibly escalate directly to vendor support, if applicable. RSI will deliver Tier 1 technical support to the Customer Technical Contacts (Tier 0).</li> </ul> <p><b>TIER 2 – RSI Support Services</b></p> <ul style="list-style-type: none"> <li>Complex assistance and troubleshooting of service tickets will be performed by the Tier 2 engineers. Tier 1 is responsible for all escalation of tickets to Tier 2. Our experienced, certified engineers can also perform ongoing administration as described in the offering above. RSI will deliver Tier 2 technical support to the Customer Technical Contacts (Tier 0).</li> </ul> <p><b>TIER 3 – RSI Project Services / Subject Matter Experts</b></p> <ul style="list-style-type: none"> <li>Any tickets that cannot be resolved by Tier 1 or Tier 2 are escalated to RSI’s Tier 3, which includes our resident, certified Subject Matter Experts. Our Tier 3 resources have over 10 years of experience supporting large complex environments. Escalation to Tier 3 is at the discretion of Tier 1 and Tier 2 resources. Collaboration with vendor Technical Support and other 3<sup>rd</sup> party vendors may be applicable in some instances. RSI will deliver Tier 3 technical support through Tier 1 and Tier 2 resources, who will interact directly with the Customer Technical Contacts (Tier 0).</li> </ul>

	Support
<b>Service Escalation Procedure</b>	<p><b>Origin of Issue</b></p> <ol style="list-style-type: none"> <li>1. Support Request is received</li> <li>2. Ticket is created</li> <li>3. Issue is identified</li> <li>4. Issue is qualified to determine if it can be resolved through TIER 1 support</li> </ol> <p><b>If issue can be resolved through TIER 1</b></p> <ol style="list-style-type: none"> <li>5. Issue is worked to successful resolution</li> <li>6. Issue is verified to be resolved</li> <li>7. Ticket is marked complete and customer notified</li> </ol> <p><b>If issue cannot be resolved through TIER 1</b></p> <ol style="list-style-type: none"> <li>8. Issue is escalated to TIER 2</li> <li>9. Issue is qualified to determine if it can be resolved through TIER 2 support</li> </ol> <p><b>If issue can be resolved through TIER 2</b></p> <ol style="list-style-type: none"> <li>10. Issue is worked to successful resolution</li> <li>11. Issue is verified to be resolved</li> <li>12. Ticket is marked complete and customer notified</li> </ol> <p><b>If issue cannot be resolved through TIER 2</b></p> <ol style="list-style-type: none"> <li>13. Issue is escalated to TIER 3</li> </ol> <p><b>If issue can be resolved through TIER 3</b></p> <ol style="list-style-type: none"> <li>14. Issue is worked to successful resolution</li> <li>15. Issue is verified to be resolved</li> <li>16. Ticket is marked complete and customer notified</li> </ol>

## Out of Scope Technologies and Services

Any technologies other than those specifically noted in the Scope of Offering section of this proposal are not included as part of this agreement.

This agreement includes the subscription costs associated with hosted exchange licenses through Office 365 for the city of Fircrest Police Department. This agreement does not cover the troubleshooting of any hardware or software owned and operated by the city of Fircrest Police Department.

## Agreement Pricing and Conditions

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The following table represents the firm committed pricing related to this managed service. This agreement is effective upon the date signed, and shall remain in force for a period of three (3) years, to be reviewed at the customer's request and the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly price for the services rendered under this agreement, these will be negotiated and agreed upon by City of Fircrest and RSI in advance.

Offering	Length of Contract	Price Per Month (Excludes cloud usage services)
Managed Services	36 Months	3,350.00

Upon receipt of this signed agreement, RSI will issue an invoice for the first month's coverage as defined by the start date outlined above. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew.

Cloud Usage Services: Prices billed for a service or item based on City of Fircrest consumption or usage, rather than a fixed price for a specified service, item, or period of time. City of Fircrest is required to pay for the services or items used in Azure ("usage-based services"). Usage-based services include, but are not limited to, Virtual Servers (per Virtual Server), Virtual CPU's (per virtual CPU), Memory (RAM, per GB), Storage (per GB), and data ingress/egress.



# TERMS AND CONDITIONS

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## 1. PURPOSE AND MEANING OF SIGNATURES

Customer and RSI signatures on this document indicates that Customer and RSI agree that the Terms and Conditions contained herein apply to any subsequent Statement of Work. In the event of any conflict between the Terms and Conditions set forth in this Master Services Agreement, and any terms set forth in any subsequent Purchase Agreement, the terms of this Master Services Agreement shall control, unless the Parties clearly indicate in writing their intent to amend these Terms and Conditions.

## 2. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this Agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of Customer against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

Customer Warranties. Customer represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

## 3. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and Customer mutually agree to a progressive invoicing schedule on a weekly or bi-weekly basis. If Customer requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. Customer shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If Customer fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by Customer to RSI. In addition, failure of Customer to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve Customer from paying past undisputed due fees plus interest and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from Customer, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

#### **4. TRAVEL AND EXPENSE**

In the event that RSI is required or requested to travel during any service engagement, it is expected and agreed upon that Customer will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to Customer. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

#### **5. NO HIRE**

During the course of this Agreement and for a period of twelve months following the conclusion of this Agreement, Customer shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with Customer.

#### **6. CONFIDENTIAL INFORMATION**

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

#### **7. LICENSE AND PROPRIETARY RIGHTS**

Proprietary Rights of Customer. As between Customer and RSI, Customer information shall remain the sole and exclusive property of Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Customer hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer information as necessary to render Services to Customer under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the

Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively “RSI Materials”) shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to RSI all rights, title and interest which Customer may have in and to the RSI Materials. Customer acknowledges and agrees that RSI is in the business of providing professional services, and that RSI shall have the right to provide to third parties’ services which are the same or similar to the RSI, and to use or otherwise exploit any RSI Materials in providing such services.

## **8. INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party’s representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party’s negligence or willful misconduct; or (iii) hereunder results or arises from a party’s violation of the law or any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party’s written consent, which shall not be unreasonably withheld.

## **9. LIMITATION OF LIABILITY**

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, Customer data files, programs, or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to Customer for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by Customer under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

## **10. INSURANCE**

At all times during the term of this Agreement, RSI shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed below:

- i. Workers Compensation and Employer's Liability Insurance with limits not less than the statutory requirements of applicable state and federal law. All personnel employed by third parties performing services on behalf of Customer shall be covered by workers compensation insurance.
- ii. Comprehensive General Liability Insurance, including contractual liability, with minimum limits of liability for injury, death, or property damage of \$2,000,000.00 combined single limit per occurrence.
- iii. Automobile Liability Insurance covering owned, hired, and non-owned vehicles used by Provider, with minimum limits of liability for injury, death, or property damage of \$1,000,000.00 combined single limit per occurrence.

RSI's initial compliance with this requirement shall be evidenced by the Certificate of Insurance issued by RSI's insurers to Customer every year, which when submitted to Customer shall be deemed to be incorporated herein. The amount of insurance required in this Section may be satisfied by the purchase of separate Primary and Umbrella (or Excess) Liability policies which, when combined together, provide the total limits of insurance specified.

Upon advance written notice, RSI shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Customer from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available, and provided Customer pays the cost of said coverage.

The above-required insurance shall be maintained by RSI during the term of this Contract and shall not be canceled by RSI without thirty (30) days advance written notice to Customer. RSI agrees to have its insurance carrier furnish Customer a certificate or certificates evidencing insurance coverage in accordance with the requirements of this Agreement, if applicable.

## **11. TERMINATION AND RENEWAL**

It is understood that the quoted monthly payment amount consists of both a service and equipment component. In the event that RSI fails to meet the contracted SLA for service, and fails to remedy the deficiency within 30 days, City of Fircrest may terminate the RSI service component of the agreement upon 30 days written notice. Regardless of reason for termination, City of Fircrest is unconditionally obligated to pay all amounts due and remaining for the equipment component through the entirety of the Agreement.

RSI may terminate the service component of this Agreement at any time and for any reason by providing thirty (30) day written notice of termination to City of Fircrest.

Termination and Payment. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew. Notification of intent not to renew by City of Fircrest will include timely return of equipment to a location designated by RSI at the conclusion of this Agreement. If equipment is not immediately available for use by another without the need for repair, City of Fircrest will reimburse RSI for all repair and expense for return. City of Fircrest cannot pay off this Agreement or return equipment prior to the end date without prior authorization from RSI. Upon any termination or expiration of this Agreement, Customer shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

## 12. MISCELLANEOUS

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between Customer and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of any services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Customer.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify Customer as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by Customer, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of laws' provisions, and Customer and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and Customer and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver or failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to Customer warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, Customer indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

## AGREEMENT

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The signatures below indicate that Right! Systems, Inc. and City of Fircrest agree to all of the terms and conditions detailed in this Proposal; and, if a City of Fircrest Purchase Order number is required for invoicing by Right! Systems, Inc., City of Fircrest agrees to provide Purchase Order number and/or copy of Purchase Order with signed Proposal.

This Proposal is valid for 30 days from December 11, 2019.

City of Fircrest	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Please sign and email this entire document to [managed@rightsys.com](mailto:managed@rightsys.com)