

CHEHALIS CITY COUNCIL AGENDA

CITY HALL
350 N MARKET BLVD | CHEHALIS, WA 98532

Vacant
Mayor

Anthony E. Ketchum Sr., District 3
Jerry Lord, District 1
Daryl J. Lund, District 2, Mayor Pro Tem

Kate McDougall, Position at Large No. 1
Dr. Isaac S. Pope, District 4
Robert J. Spahr, Position at Large No. 3

Regular Meeting of Monday, January 10, 2022 5:00 pm

1. Call to Order. (Mayor Pro-Tem)
2. Pledge of Allegiance. (Mayor Pro-Tem)
3. Approval of Agenda. (Mayor Pro-Tem)

SPECIAL BUSINESS

4. Swearing in of Re-elected and Newly Elected Council Members. (Municipal Court Judge)
5. Election of Mayor and Mayor Pro Tem. (Mayor Pro Tem)
6. Preliminary Review of Council Committee and Board Appointments. (Mayor)

PRESENTATIONS

7. Water Banking – Lindsey Pollock, Lewis County Commissioner

CITIZENS BUSINESS (PUBLIC COMMENT)

Individuals wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Kiley Franz at 360-345-1042 or at kfranz@ci.chehalis.wa.us. Public comments will be limited to five (5) minutes.

ITEM

| CONSENT CALENDAR | | |
|--|---------|----|
| 8. <u>Minutes of the Regular City Council Meeting of December 13, 2021.</u> (City Clerk) | APPROVE | 5 |
| 9. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$576,382.38 Dated December 15, 2021.</u> (City Manager, Finance Director) | APPROVE | 8 |
| 10. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$339,299.36 Dated December 30, 2021.</u> (City Manager, Finance Director) | APPROVE | 9 |
| 11. <u>Vouchers and Transfers – Payroll in the Amount of \$863,521.79 Dated December 30, 2021.</u> (City Manager, Finance Director) | APPROVE | 11 |
| 12. <u>On-Call Agreement with Gibbs and Olson for Engineering Review Services.</u> (City Manager, Planning and Building Manager) | APPROVE | 12 |

ITEM

| NEW BUSINESS | | |
|---|------------------------|----|
| 13. <u>Vacant City Council Seat – Update on the Application Process.</u> (City Council) | DIRECTION REQUESTED | 21 |
| 14. <u>Parking Lot B Lease Agreement with JoAnn Kuehner, Sole Trustee of the Kuehner Trust.</u> (City Manager, Facilities Manager) | APPROVE | 23 |
| 15. <u>Resolution No. 1-2021, First and Final Reading – Update to Chehalis Personnel Policies Manual.</u> (City Manager, HR/Risk Manager) | APPROVE | 32 |

ITEM

| ADMINISTRATION AND CITY COUNCIL REPORTS | | |
|--|------------------|-----|
| 16. <u>Administration Reports.</u> | INFORMATION ONLY | --- |
| a. City Manager Update. (City Manager) | | |
| a. Update on the Impacts of the January 7, 2022 Flood | INFORMATION ONLY | --- |
| 17. <u>Councilor Reports/Committee Updates.</u> (City Council) | | |

EXECUTIVE SESSION

| | | |
|--|--|--|
| 18. Pursuant to RCW: | | |
| a. 42.30.110(1)(i) – Litigation/Potential Litigation | | |
| b. 42.30.110(1)(h) – Evaluate Qualifications of a Candidate for Appointment to Elective Office | | |
| c. 42.30.110(1)(c) – Sale/Lease of Real Estate | | |

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JANUARY 24, 2022.**

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Kiley Franz, City Clerk

MEETING OF: January 10, 2022

SUBJECT: Preliminary Review of City Council Committee and Board Assignments

INTRODUCTION

City Council committee and board assignments are reviewed on a two-year basis.

A full list of council committees, boards, and current assignments is attached for the review by members of the City Council. It is anticipated that the City Council will make the new assignments at the January 24, 2022 meeting.

As the City Council reviews the list, it is recommended that the creation of a Capital Improvement Planning Committee be considered to address the City's current and future capital improvement requirements.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

It is suggested that the City Council review the attached list of committees and boards.

SUGGESTED MOTION

There is no suggested motion.

Council Committee/Board Assignments

Approved 2/10/2020

Updated 9/14/2020

Updated 2/8/2021

Updated 2/22/2021

Updated 3/8/2021

Updated 10/11/2021

| Board/Committee | Council | Staff | Meeting Info |
|--|-----------------------------------|---|---|
| 911 Dispatch Committee | Dawes Pope Lund | City Mgr Police Chief Fire Chief | TBD |
| Beautification Committee | Pope Spahr Lund | Planning & Building Mgr Police Chief | TBD |
| CARES COVID-19 Community Program | Lund Pope Bannan/Harris | City Mgr | As needed |
| Centralia-Chehalis Transportation Cooperative | Ketchum Spahr Bannan/Harris | City Mgr Public Works Dir | Does not currently meet |
| Chehalis Basin Flood Authority | | Public Works Dir | 3rd Thurs of each month 9:00 AM |
| Chehalis Community Renaissance Team | Ketchum Lord Pope | City Mgr City Mgr's Admin Asst | 2nd Fri of each month 8:30 AM City Hall |
| Chehalis Foundation | Pope | | 3rd Tues of each month 11:30 AM City Hall |
| Chehalis-Napavine-LCSD No. 4 Sewer Operations | Pope Spahr | | As needed |
| Chehalis Parks Subcommittee | Lord Lund Pope | City Mgr Recreation Mgr | As needed |

| Board/Committee | Council | Staff | Meeting Info |
|---|----------------------------------|-------------------------------------|--|
| Chehalis River Basin Partnership | City Rep: Terry Harris | Wastwater Supt Water Supt | 4th Fri of each month 9:30 AM Lucky Eagle Casino, Rochester |
| Council Budget Committee | Dawes Lord Spahr | City Mgr Finance Dir | Quarterly |
| Council GMA Committee | Pope (Chair) Dawes Ketchum | | As needed |
| Council Parking Committee | Lord Lund Spahr | | As needed |
| Council Voucher Committee | Dawes Pope Spahr | | Twice per month to review and sign vouchers Finance Department |
| Fire Consolidation Subcommittee | Dawes Lund Spahr | City Mgr Fire Chief | As needed 6:00 PM Lewis County Fire District 6 Station |
| Lewis County Historical Museum Board | Ketchum | | 3rd Tues of each month 5:00 PM Historical Museum |
| Lewis County LEOFF Disability Board | TBD | | 3rd Fri of each month 3:00 PM Lewis County Commissioner' Office |
| Lewis County Planned Growth (GMA) Committee | Spahr | City Mgr Planning & Building Mgr | Annually |
| Lewis County Public Transportation Benefit Area Authority (Twin Transit) | Ketchum Dawes - alt. | | 3rd Tues of each month 8:00 AM TransAlta Commons (Centralia College) |

| Board/Committee | Council | Staff | Meeting Info |
|--|---------------------------------|-----------------------|--|
| Lewis County Solid Waste Advisory Committee | Lord | | 1st Wed of each month 1:30 PM Lewis County Public Services |
| Lewis County Solid Waste Disposal District Executive Committee | Lord | | Once per year to approve budget |
| Lewis County Transportation Strategy Council | Bannan/Harris Ketchum - alt. | City Mgr | 3rd Mon of each month 2:00 PM Lewis County Public Services |
| Lewis EDC Board | Spahr | | 2nd Thurs of Jan, Mar, May, Jul, Sept, Nov 7:00 AM Holiday Inn Express |
| Lodging Tax Advisory Committee | Lord | City Mgr's Admin Asst | Annually or as needed City Hall |
| Pt. 09 Committee | Mayor | | 2nd Fri of Mar, Jun, Sept, Nov 8:30 AM Lewis EDC |
| Sister City Committee | Ketchum | City Mgr's Admin Asst | Currently suspended |
| SWW Economic Development Commission | Spahr | City Mgr | Twice per year in Jan, Jun |
| SWW Regional Transportation Planning Organization Board | Bannan/Harris | | 2nd Wed of Feb, May, Sept, Dec Various member locations |

Chehalis City Council

Meeting Minutes
December 13, 2021

The Chehalis City Council met in regular session on Monday, December 13, 2021. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following members present: Jerry Lord, Dr. Isaac Pope, and Bob Spahr. Councilors Ketchum and Lund were absent, excused. Staff present included: Jill Anderson, City Manager; Tammy Baraconi, Planning and Building Manager; Kiley Franz, City Clerk; Cassie Frazier, City Manager's Administrative Assistant; Erin Hillier, City Attorney; Randy Kaut, Police Chief; Trent Loughheed, Public Works Director; Dale McBeth, Municipal Court Judge; Devlan Pool, Wastewater Superintendent; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; and Lilly Wall, Recreation Manager.

1. **Approval of Agenda.** A motion to approve the agenda as presented was made by Councilor Pope. The motion was seconded by Councilor Spahr and carried unanimously.

2. **Recognition of Mayor Dawes.** Councilor Spahr clarified that the Mayor was retiring from the City Council. Councilor Pope expressed his pleasure working with and his respect for Mayor Dawes. Councilor Pope presented Mayor Dawes with a plaque of appreciation for his time spent on the City Council. Councilor Spahr presented Mayor Dawes with a plaque of appreciation for his time spent as Mayor. Councilor Spahr presented flowers to Mayor Dawes' wife, Kathy, and thanked her for the support she provided during his time on the Council.

Annalee Tobey, Executive Director for the Chehalis Community Renaissance Team, thanked the Mayor for his years of service, his support, and his dedication to the community. She expressed her appreciation for Mayor Dawes' support of the CCRT and the community. Mayor Dawes acknowledged the work of the Council, the staff, and the community in the success of the CCRT.

Peter Laman of the Lewis County Historical Society thanked Mayor Dawes for his honesty, his logical approach, and his support of the Lewis County Historical Museum.

Pam Beaber of Congresswoman Jaime Herrera-Beutler's office read a statement submitted to the Congressional Record by Jaime Herrera-Beutler for Mayor Dawes. The statement acknowledged Mayor Dawes' service to the community through his police work, his time spent on the school board, his time as a referee, and his time spent on the City Council.

Mayor Dawes informed the Council that he had been asked how much time he had spent on community service boards and the like. For his time on the school board, over 24 years, he estimated 577 regular meetings and approximately 700 other meetings; for his 13 years spent on the airport board, he estimated 306 regular meetings and around 200 special meetings; for his time spent on the Chehalis City Council, there have been 436 regular or special meetings, 425 of which he attended; and for council related meetings, he had documented 1,040 since 2010.

3. **Swearing in of Dale McBeth as Municipal Court Judge.** Dale McBeth was sworn into the position of Municipal Court Judge by Mayor Dawes.

4. **Chehalis Community Renaissance Team.** Annalee Tobey explained that in 2021, the Chehalis Community Renaissance Team focused support for small businesses, creating and enhancing partnerships, the rebranding of the CCRT, and improvement of the downtown area. The digital marketing grant, which began at the onset of the pandemic, has been well received. Grants for façade improvement continue; design projects continue to add color throughout the city; and the new service club sign has been installed. The Chehalis Coworks has seen a growth in memberships due to the increased number of people working from home in need of highspeed internet.

Councilor Spahr inquired about the membership at the Chehalis Coworks. Annalee Tobey explained that memberships were available for a daily rate, a weekly rate, and a monthly rate. Many members choose to utilize the daily rate since their need is lower.

5. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular City Council meeting of November 22, 2021; and
- b. November 30, 2021 Claim Vouchers in the amount of \$1,259,031.52; and

- c. November 30, 2021, Payroll Vouchers in the amount of \$811,071.54; and
- d. Cancellation of the December 27, 2021 City Council meeting; and
- e. Project Close-out and Acceptance for the Emergency Temporary Fire Station Site Preparation Project; and
- f. Confirm Mayor's appointment of Gladis Mendez, Melissa Cox, and Jessica Armistead to the Planning Commission.

The motion was seconded by Councilor Lord and carried unanimously. Councilor Spahr asked for clarification regarding the consideration of cancellation of the December 27, 2021 meeting; he asked if moving to accept the consent calendar constituted a cancellation of the meeting. City Manager Anderson confirmed that it did.

6. Vacant Position on the City Council. City Manager Anderson explained that the election results had been certified; the position filled by Terry Harris had become vacant again upon certification of the election. She explained that the Council needed to decide if they would like to appoint someone to the position or open it to applications again.

Discussion regarding the process ensued. Councilor Pope expressed his belief that Terry Harris was a qualified candidate to fill the open position. Councilor-Elect Kate McDougall expressed her support for Terry Harris.

Councilor Spahr made a motion to appoint Terry Harris to the vacant position on the Council. Councilor Pope seconded the motion. The motion failed to pass; a unanimous vote of all four council members present was required. Councilor Lord disapproved the motion.

Applications will be accepted for the vacant position.

7. Temporary (Interim) Fire Station – Request for Additional Budget Authority for Project Completion. City Manager Anderson informed the Council that this request had been discussed in depth with the budget committee prior to being presented to the full council.

City Manager Anderson explained that progress was being made at the fire station site; construction on the temporary bays has begun, geotechnical work, underground infrastructure, and paving has been completed. Movement of the mobile home and other site improvements were still needed. The estimated remaining expenses totaled \$422,03; previous budget authority remaining is \$93,025; additional budget authority in the amount of \$329,010 is needed. Costs in this request include: realtor fees, lease/rent of the mobile structure, leasehold tax, relocation and installation of the mobile structure, the apparatus bay construction, and site preparation work. Approximately one third of the requested allocation is for the relocation and installation of the mobile structure.

City Manager Anderson further explained that revenues had remained strong throughout 2021, and general fund expenses had remained lower than projected. Approval of this request would not reduce the general fund balance below 10%. Mayor Dawes expressed his desire to see the project completed. Councilor Spahr clarified that the temporary apparatus bay would provide long-term temporary shelter for the apparatus and the mobile structure would provide living quarters for the firefighters; structures would not be abandoned upon completion of the permanent fire station and could be utilized elsewhere by the city.

Councilor Spahr made a motion to approve the additional appropriation of \$329,010 to complete the temporary fire station; including costs associated with realtor fees; leases and taxes; site plan engineering and construction; the mobile home and apparatus building; and the relocation of the mobile structure, and to authorize the City Manager to sign project related documents, including pay authorizations and contract amendments for services provided to complete the project not exceeding the authorized project budget. The motion was seconded by Councilor Lord and carried unanimously.

8. Bid Award – Relocation of Premanufactured Mobile Structure (for Temporary Fire Station) Project. City Manager Anderson asked if additional information was desired regarding the moving of the mobile structure; the council stated it was not.

Councilor Spahr made a motion to award the relocation of the premanufactured mobile structure project in the amount of \$69,345.80 and authorize an additional 25% contingency budget in the amount of \$17,336.45, authorize the expenditure of

\$7,000 for the installation of a fire sprinkler system in the mobile structure, and authorize the City Manager to execute the contract documents and change orders that do not exceed the total project budget of \$93,682.25 for the relocation and installation of the mobile structure. The motion was seconded by Councilor Lord and unanimously.

9. **Ordinance Number 1026-B, First and Final Reading – Amending the 2021 Budget.** Chun Saul provided an overview of the final budget amendment for 2021. She explained that general fund revenues were increased by \$128,225 decreased expenditures by \$523,815, and increased transfers out by \$445,530; for a new ending balance of \$2,038,970.

Many budgeted positions were not filled in 2021, strategic planning was cancelled for the year, and personnel changes led to reduced expenditures in the general fund. Revenues for the Transportation Benefit District Fund were increased due to higher sales tax revenues received, and the revenues for the lodging tax and REET funds were also higher than anticipated. She explained a \$2,000 typo had been located and corrected for the final ordinance.

Mayor Dawes explained that the ending fund balance of approximately \$24 million was largely attributed to enterprise funds, which have restricted uses by law.

A motion waiving the City Council's requirement of two readings of an ordinance for final passage was made by Councilor Pope. The motion was seconded by Councilor Lord and carried unanimously.

A motion to pass Ordinance No. 1026-B on first and final reading was made by Councilor Spahr. The motion was seconded by Councilor Lord and unanimously.

10. **Administration Reports.**

- a. **City Manager Update.** City Manager Anderson thanked Cassie Frazier for her assistance setting up the reception for the Mayor. She announced that the election results had been certified by the county and Council Position At-Large No. 1 had been won by Kate McDougall. She thanked Mayor Dawes for his wise counsel, availability, integrity, and his time on the City Council.

11. **Councilor Reports/Committee Updates.**

- a. **Councilor Pope.** Councilor Pope reiterated his thanks to Mayor Dawes for his service to the community. Councilor Pope informed the Council that he had received two letters regarding the construction of properties on 21st Street and hoped that a solution could be found. City Manager Anderson informed the Council that the project in question was still in review and would need to be reviewed by the Hearings Examiner.
- b. **Councilor Spahr.** Councilor Spahr congratulated Mayor Dawes on his retirement from the Council.
- c. **Mayor Dawes.** Mayor Dawes informed the Council that he had attended the legislative round table, conducted planning commission interviews, attended the Santa parade, a business after hours event, and will be attending the growth management meeting on December 16th. Two transportation improvement grants have been awarded to the City for the overlay of National Avenue and the Main Street project. Mayor Dawes thanked members of the school board, the airport board, City Council, and those that served on those boards. He thanked his wife, Kathy, and wished everyone well.

There being no further business, the meeting was adjourned at 6:27 pm.

Dennis L. Dawes, Mayor

Kiley Franz, City Clerk

Approved:

Initials: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director

MEETING OF: January 10, 2022

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$576,382.38

ISSUE

City Council approval is requested for Vouchers and Transfers dated December 15, 2021.

DISCUSSION

The December 15, 2021 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claims Vouchers including Electronic Funds Transfer Checks No. 1709 - 1744 and 32 and Voucher Checks No. 133175 – 133300 in the amount of \$576,382.38 dated December 15, 2021, which included the transfer of:

- \$ 221,168.92 from the General Fund
- \$ 75.00 from the LEOFF 1 OPEB Reserve Fund
- \$ 285.07 from the Garbage Fund
- \$ 142,915.32 from the Wastewater Fund
- \$ 97,390.17 from the Water Fund
- \$ 5,632.71 from the Storm & Surface Water Utility Fund
- \$ 100,040.49 from the Airport Fund
- \$5,143.75 from the Custodial Court Fund
- \$3,730.95 from the Custodial Other Agency Fund
- \$576,382.38 Total Vouchers for December 15, 2021

RECOMMENDATION

It is recommended that the City Council approve the December 15, 2021 Claims Vouchers including Electronic Funds Transfer Checks No. 1709 -1744 and 32 and Voucher Checks No. 133175 – 133300 in the amount of \$576,382.38.

SUGGESTED MOTION

I move that the City Council approve the December 15, 2021 Claims Vouchers including Electronic Funds Transfer Checks No. 1709 -1744 and 32 and Voucher Checks No. 133175 – 133300 in the amount of \$576,382.38.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director

MEETING OF: January 10, 2022

SUBJECT: Vouchers and Transfers – Accounts Payable in the Amount of \$339,299.36

ISSUE

City Council approval is requested for Vouchers and Transfers dated December 30, 2021.

DISCUSSION

The December 30, 2021 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claims Vouchers including Electronic Funds Transfer Checks No. 1745 – 1773 and 33-34 and Voucher Checks No. 133301 - 133390 in the amount of \$339,299.36 dated December 30, 2021, which included the transfer of:

- \$ 115,855.07 from the General Fund
- \$ 2,376.67 from the Dedicated Street Fund
- \$ 82,337.25 from the Transportation Benefit District Fund
- \$ 27,891.13 from the Tourism Fund
- \$ 9,025.05 from the LEOFF 1 OPEB Reserve Fund
- \$ 72,730.55 from the Public Facilities Reserve Fund
- -\$67,090.87 from the Wastewater Fund
- \$84,211.53 from the Water Fund
- \$1,416.30 from the Storm & Surface Water Fund
- \$9,465.21 from the Airport Fund
- \$1,081.47 from the Firemen’s Pension Fund
- \$339,299.36 Total Vouchers for December 30, 2021

RECOMMENDATION

It is recommended that the City Council approve the December 30, 2021 Claims Vouchers including Electronic Funds Transfer Checks No. 1745 - 1773 and 33 - 34 and Voucher Checks No. 133301 – 133390 in the amount of \$339,299.36.

SUGGESTED MOTION

I move that the City Council approve the December 30, 2021 Claims Vouchers including Electronic Funds Transfer Checks No. 1745 - 1773 and 33 - 34 and Voucher Checks No. 133301 – 133390 in the amount of \$339,299.36.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Deri-Lyn Stack, Payroll Accounting

MEETING OF: January 10, 2022

SUBJECT: Vouchers and Transfers – Payroll in the Amount of \$863,521.79

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated December 30, 2021.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 41876-41904, Direct Deposit Payroll Vouchers No. 14270-14373, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 372-376 dated December 30, 2021, in the amount of \$863,521.79, which include the transfer of:

- \$583,317.66 from the General Fund
- \$4,147.97 from the Arterial Street Fund
- \$5,197.50 from the LEOFF1 OPEB Reserve Fund
- \$106,901.00 from the Wastewater Fund
- \$110,154.51 from the Water Fund
- \$21,996.08 from the Storm & Surface Water Utility Fund
- \$31,807.07 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the December 30, 2021 Payroll Vouchers No. 41876-41904, Direct Deposit Payroll Vouchers No. 14270-14373, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 372-376 in the amount of \$863,521.79.

SUGGESTED MOTION

I move that the City Council approve the December 30, 2021 Payroll Vouchers No. 41876-41904, Direct Deposit Payroll Vouchers No. 14270-14373, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 372-376 in the amount of \$863,521.79.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Tammy Baraconi, Planning and Building Manager

MEETING OF: January 10, 2022

SUBJECT: On-call agreement with Gibbs and Olson for engineering review services.

ISSUE

The City is in need of additional assistance with engineering review services.

DISCUSSION

The City is experiencing a larger than anticipated number of permits. That, coupled with retirements, is challenging staff to provide timely review for development. By using Gibbs and Olson as a back up to provide additional engineering services, including the review of development plans, the City will be in a better position to provide the timely review of plans for developers.

In addition, the City is in the second attempt to recruit a new water superintendent due to the retirement of Dave Vasilauskas after 30 years of service to the City. This is a position requiring an individual with experience and certifications that are becoming more and more difficult to find. Therefore, it is anticipated that there may be a need for some water related engineering services, particularly with the City's work with the City of Centralia to secure water rights from TransAlta.

The City Attorney has reviewed the contract, which is attached for your reference.

FISCAL IMPACT

The attached contract includes a list of costs associated with the various professionals used that may be used to provide services needed by the City. The costs associated with any work performed will be charged to the appropriate division.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign the On-call Agreement with Gibbs and Olson to obtain engineering review services.

SUGGESTED MOTION

I move that the City Council approve the On-call Agreement with Gibbs and Olson for engineering review services and authorize the City Manager to execute the documents.

**GENERAL AGREEMENT
FOR
ON-CALL PROFESSIONAL ENGINEERING SERVICES**

This Agreement, made and entered into this 23rd day of November, 2021, by and between the City of Chehalis, Washington (Client), and Gibbs & Olson, Inc., Longview, Washington (Engineer). Client and Engineer may be referred to herein individually as "Party" and together as "Parties". The Agreement shall be from November 23, 2021 through November 30, 2022.

BACKGROUND

- A. The Client wishes to have Engineer perform on-call technical review of engineering and surveying documents prepared by third parties for conformance with City of Chehalis public works standards and development code.
- B. Engineer represents that is has the professional expertise needed to perform the engineering and surveying services that the Client may typically require.
- C. Engineer shall perform all the requested technical review services on a time and material basis at the Engineer's standard rates as shown in Exhibit A. Engineer's work shall be accomplished in accordance with terms and conditions within this Agreement.
- D. The parties are entering into this Agreement to completely set forth the terms and conditions upon which the Engineer is retained to provide the on call engineering and surveying technical review services services as may be requested by the Client.

THE PARTIES AGREE AS FOLLOWS:

A. ENGINEER'S SERVICES

The Engineer shall be on call to perform professional engineering and surveying services for the Client. For each specific task or project requested, the Engineer shall prepare a scope of work, a schedule and a budget for the task or project in a form as set forth in Exhibit A - Notice of Authorization attached herewith. The Engineer shall perform all work as described in any approved and signed Notice of Authorization.

B. TERM OF THIS AGREEMENT

The term of this Agreement shall be for the period identified above. By mutual consent of both parties the Agreement may be modified and/or renewed at any time prior to the above date of termination.

C. STANDARD OF PRACTICE

Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions at the time the services are performed. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

D. MAINTENANCE OF PROFESSIONAL STANDARDS AND ETHICS

The Client recognizes that the Engineer's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or

regulations that apply specifically to the Engineer. If a situation emerges that causes the Engineer to believe compliance with the Client's wishes could result in the Engineer violating an applicable provision or aspect of professional standards or ethics, laws or regulations, the Engineer shall so advise the Client, and the Client and the Engineer shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminate this Agreement in accordance with termination provisions stated herein.

E. NO THIRD-PARTY BENEFICIARIES

Engineer's services are intended for the Client's sole use and benefit and solely for the Client's use on this Project and shall not create any third-party rights. Except as agreed in writing, Engineer's services and work products shall not be used by or relied upon by any other person or entity.

F. ASSIGNMENT

The Engineer shall not assign this Agreement in whole or in part nor subcontract any portion of the work to be performed hereunder, except that the Engineer may use the services of persons and entities not in his or her employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants, and testing laboratories. The Engineer's use of others for additional services shall not be unreasonably restricted by the Client provided the Engineer notifies the Client in advance.

G. INDEPENDENT CONSULTANT

The Engineer is an independent consultant. The Engineer and Engineer's employees or agents performing work under this Agreement are not employees or agents of the Client. The Engineer will not hold itself out as nor claim to be an officer or employee of the Client. The Engineer will not make any claim of right, privilege, or benefit which would accrue to an employee of Client under law. The Client shall neither be liable for nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other payroll taxes as due. Industrial or any other insurance which is purchased for the benefit of the Engineer shall not be deemed to convert this Agreement to an employment contract.

It is recognized that the Engineer may or will be performing professional services during the term for other parties and that the Client is not the exclusive user of the Engineer's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Engineer's ability to perform the services to be performed under this Agreement.

H. INSURANCE

The Engineer maintains: 1) worker's compensation and employer's liability insurance of a form and in an amount as required by state law; 2) comprehensive general liability and automotive liability insurance; and 3) professional liability insurance to cover negligent errors or omissions for which the Engineer becomes legally obligated to pay. Certificates of Insurance (COI) shall be provided to the Client upon request. The Client will be named as an additional insured if required on the comprehensive general liability and automotive liability insurance COI.

I. INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Engineer's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, other consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Engineer shall be obligated to indemnify or defend the other party in any manner whatsoever for the other party's own negligence.

The provisions of this section shall survive the expiration or termination of this Agreement.

J. BILLING AND PAYMENT

1. BUDGET FOR SERVICES: The budget estimate included in each specific task or project authorization is only for those services identified within the specific scope of work identified. The budget and proposed Scope of Work are based on information available to the Engineer at the time the Scope of Work is developed for each specific task or project authorization. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the budget estimate may require modification. Similarly, if the work efforts are completed quicker than the time estimated or direct expenses are less than estimated, the Engineer will bill the Client only for the time and expenses required to complete the identified Scope of Work.

Monthly billings will be submitted on a time and materials basis but will not exceed the estimated budget for the identified Scope of Work without the Client's prior authorization. For work performed beyond the calendar year in which the Agreement was executed the Engineer's billing rates are subject to adjustment each January.

2. REIMBURSABLE EXPENSES: Expenses incurred in connection with project tasks such as out-of-town subsistence, long distance telephone, reproduction costs and similar, will be invoiced at direct cost plus Ten (10%) percent. Mileage will be invoiced at the current IRS rate per mile.

3. SERVICES BY OTHERS: If this project requires the specialized services of consultants and other technical companies, then such services will be utilized only with the Client's written approval, with the cost of such services included at the invoice cost plus Ten (10%) percent.

4. INVOICES: The Engineer will submit monthly invoices to Client or Client's Representative and a final bill upon completion of services. Payment is due upon receipt of the invoice and is past due Thirty (30) days after the invoice date. Client agrees

that the invoice balance is correct unless Engineer is notified in writing within Fourteen (14) days of the invoice date. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Client will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until it is mutually resolved. A service charge of 12% per annum (1% per month) will be added on all unpaid balances over Sixty (60) days old. If the account becomes delinquent, Engineer will perform no further services on the project until the Client pays the outstanding balance plus applicable interest or, at the Engineer's sole discretion, until satisfactory written payment arrangements have been made between the Engineer and the Client.

K. CHANGES IN THE AGREEMENT

If during performance of this Agreement, the Client requests additional services to be performed, or if conditions or circumstances are discovered which were not contemplated by the Engineer at the commencement of this Agreement, then the Engineer shall notify the Client in writing of the additional services to be performed or the newly discovered conditions or circumstances. The Client and Engineer shall renegotiate in good faith, the budget, schedule and other applicable conditions of this Agreement. Unless otherwise agreed to, the Client and Engineer shall have Thirty (30) days after the notice to reach agreement on the amended terms and conditions.

L. RIGHT OF ENTRY

The Client shall provide for right of entry to the project site. Such right of entry shall be for the Engineer and others, and necessary equipment for the Engineer to fulfill the scope of services indicated in this Agreement. While the Engineer will take all reasonable precautions to minimize damage to the property, the Client understands that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

M. OPINION OF CONSTRUCTION COST

The Engineer shall submit to the Client an opinion of the probable cost required to construct work recommended, designed, or specified by the Engineer. The Engineer is not a construction cost estimator or construction contractor, nor should the Engineer's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The Engineer's opinion will be based solely upon his or her own experience with construction. This requires the Engineer to make assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the Engineer has no control. Given the assumptions which must be made, the Engineer cannot guarantee the accuracy of his or her opinion of cost, and, in recognition of that fact, the Client waives any claim against the Engineer relative to the accuracy of the Engineer's opinion of probable construction cost.

N. OWNERSHIP OF DOCUMENTS

All reports, field data, field notes, test data, calculations, Drawings, specifications, cost opinions, quantity estimates, electronic files, and other documents (Document) prepared by the Engineer are instruments of service and the Engineer retains an ownership and property interest (including the copyright, if applicable, and the right of reuse) in such Documents, whether or not the Project is completed. Upon payment in full to Engineer, Engineer grants Client a license to use the Documents on the project and extensions of the project, subject to the following limitations: 1) Client may make and retain copies of Documents for information, reference and submittal to regulatory agencies; 2) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer; 3) any reuse or modification of the Documents by any party other than Engineer is at Client's sole risk and without any liability whatsoever to Engineer; and 4) Client shall release, defend, indemnify and hold harmless Engineer from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use of Documents other than completion of the specific Project for which they were prepared.

O. DISPUTES

In the event of a dispute arising under this Agreement and if the dispute cannot be settled through direct discussions, the parties agree to first attempt to settle the dispute by non-binding mediation before recourse to a judicial forum. If the dispute is settled by litigation, the substantially prevailing party shall be awarded its reasonable costs incurred, including staff time at current billing rates, court costs, expert witness fees, attorney's fees upon trial, or appeal, collection or lien fees, late payment charges and interest, and other claim related expenses. Venue for any litigation shall be the Superior Court of the County in which the project is located.

P. TERMINATION

The Client may terminate this Agreement by giving the Engineer Thirty (30) days written notice. The Client or the Engineer may terminate this Agreement for reasons identified elsewhere in the Agreement or for other reasons which may arise.

Either party may terminate this Agreement if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within Five (5) workdays of written notice and diligently complete the correction thereafter. If corrective action is not taken within Five (5) workdays, termination will become effective Fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall affect termination or the cause therefore, or if the Client suspends work on the project for more than three (3) months, the Client shall within Thirty (30) calendar days of termination or suspension remunerate the Engineer for services rendered and costs incurred, in accordance with the Engineer's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination or suspension, as well as those associated with termination or suspension itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination or suspension, as well as those associated with termination or suspension and post-termination or suspension activities.

Q. GOVERNING LAW

Unless otherwise provided in an addendum, the laws of the state in which the project takes place will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to the Agreement.

R. SEVERABILITY

The Client and the Engineer have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

S. INTEGRATION

This Agreement, including attachments incorporated herein by reference, comprises a final and complete repository of understandings between the Client and the Engineer. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Each party has advised the other to read this document thoroughly before accepting it to help assure it accurately conveys meanings and intents. Acceptance of this Agreement as provided for signifies that each party has read the document thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The Client and the Engineer agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

T. AGREEMENT DOCUMENTS

General Agreement for Professional Engineering Services
Exhibit A - Engineer's Current Rate Schedule

The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by electronic mail in .pdf form shall be deemed to be their original signatures for all purposes.

U. LIMITATION OF LIABILITY:

Client agrees to require Engineer be named as an additional insured for all insurance policies carried by contractors, subcontractors and suppliers on which Client has been or will be named as an additional insured. Regardless of the presence or absence of coverage, Engineer shall not be liable for loss or damage occasioned by delays beyond Engineer's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. Engineer's liability hereunder, whether in tort

or in contract, for any cause of action, inclusive of legal costs, shall be limited to 100 percent of the fee earned by Engineer under any specific authorization issued under this Agreement.

This Agreement and all subsequent signed authorizations for Engineering or Surveying Services in a form as indicated in Exhibit A, represent the entire understanding between the Client and the Engineer.

GIBBS & OLSON, INC.

CITY OF CHEHALIS, WASHINGTON

By Richard A. Gushman
Richard A. Gushman, President

By Jim Anderson
Signature

Jim Anderson
Name

CITY MANAGER
Title

November 22, 2021
Date

11-23-21
Date

**Exhibit A
GIBBS & OLSON, INC.
2021 Standard Rate Schedule**

| <i>Labor Category</i> | Hourly Rate |
|---|----------------|
| Principal | \$205 |
| Project Manager | \$185 |
| Engineer VI | \$170 |
| Engineer V | \$160 |
| Engineer IV | \$145 |
| Engineer III | \$130 |
| Engineer II | \$120 |
| Engineer I | \$110 |
| Design Technician II | \$100 |
| Sr. Land Surveyor | \$125 |
| 1 Man Survey Crew | \$110 |
| 2 Man Survey Crew | \$185 |
| 3 Man Survey Crew | \$265 |
| Senior Technician III/Resident Project Representative III | \$110 |
| Senior Technician II/Resident Project Representative II | \$100 |
| Senior Technician I/Resident Project Representative I | \$85 |
| Technician I | \$60 |
| Environmental/Grant/Contract/Financial Specialist | \$120 |
| Administrative Assistant | \$73 |
| | |
| <i>Equipment Rates</i> | |
| Digital Level/Total Station | \$10 |
| Robotic Total Station | \$25 |
| GPS Equipment per unit | \$35 |
| Laser Scanner/Robotic Total Station | \$75 |
| GPS & Sonar | \$95 |
| 16' Aluminum Boat w/ Outboard Motor | \$125/Day |
| Rotohammer & Generator | \$20 |
| ATV | \$125/Day |
| | |
| Mileage @ Current IRS Rate | \$0.56 |
| | |
| Expenses At Cost Plus | 12% |
| | |
| Subconsultants | |
| (Geotech, Elect., Structural, Lab, Etc.) Invoice Plus | 12% |

Expert Witness Fees are 150% of listed rates above.
Rates subject to change January 1st of following year.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

MEETING OF: January 10, 2022

SUBJECT: Vacant City Council Seat – Update on Application Process

INTRODUCTION

At the December 13, 2021 City Council Meeting, the City Council considered avenues for filling the vacant seat on the City Council. Direction to staff was given to conduct a process to invite applications from individuals interested in serving on the City Council using the previous candidate application process as a model. The deadline for submitting an application was Thursday, January 6 at 5 pm. No applications were received by the City.

This agenda item has been scheduled to provide the City Council the opportunity to provide direction to staff regarding how it would like to proceed. The options available to the City Council include, but are not limited to: Repeating the process of inviting applications from interested applicants and conducting interviews to make an appointment; appoint a previous applicant without an interview process; or appoint a person that has not participated in the process previously.

If the City Council does not make a decision by Tuesday, February 21, 2022, the authority to make the appointment transfers to the Lewis County Board of Commissioners.

BACKGROUND

After the resignation of Michael Bannan in September, the City Council appointed Terry Harris to fill the remainder of the term, which ended on the date of certification by the County, which was November 23, 2021. The vacancy became effective on November 23 instead of January 1, 2022 because Mr. Harris was appointed, rather than elected, to complete the term.

Therefore, the At-Large No. 2 position became vacant again on November 23, 2021 because Michael Bannan received the most votes for the position in the November 2, 2021 election. Mr. Bannan does not meet the residency requirement to serve the four-year term to which he was elected and has declined the position.

ELIGIBILITY REQUIREMENTS

Eligibility to hold a City Council position is addressed in Chehalis Municipal Code 2.08.050, which requires that an individual has been a registered voter and resident of Chehalis for at least one year. State statute provides that the vacancy be filled by the remaining members of the governing body and that the person elected to fill a vacancy shall hold office for the remainder of the unexpired term or the next general election at which there is usually a council seat on the ballot. In this case, the person appointed to fill the At-Large Position No. 2 would serve until the City Council meeting following the certification of the November 2023 general election results by Lewis County.

OPTIONS

The City Council has discretion in how an appointment to the City Council is made and is not required to use a specific process. When Michael Bannan was appointed in March 2021 and Terry Harris was appointed in October 2021, the City Council invited applications from eligible and interested individuals; conducted interviews; and then made the appointment. Five individuals participated in the first process and three in the second. Councilor McDougall and former Councilor Harris applied for consideration during each process. Mr. Harris was appointed to the Council in the October process and Ms. McDougall was elected to fill At-Large Position No. 1 with a term that began on January 1, 2022.

As noted previously, the options available to the City Council include but are not limited to: Repeating the process of inviting applications from interested applicants and conduct interviews to make an appointment; appoint a previous applicant without an interview process; or appoint a person that has not participated in the process previously.

STATE LAWS AND GENERAL GUIDANCE

Consistent with state law, all interviews, nominations, and votes shall be conducted by the City Council in open session. During the process of evaluating the qualifications of the candidates in executive session, MRSC (Municipal Research & Services Center) cautions that a City Council must take care not to take any kind of preliminary votes (even if it is a non-binding straw vote) or narrow the field of candidates.

The City Council has 90 days from the date of the vacancy to make the appointment of a new council member, which would be Tuesday, February 21, 2022. If the appointment does not occur by then, the City Council loses its authority to fill the seat. If that occurs, the County legislative authority, the Lewis County Board of County Commissioners, has the authority to make the appointment within 180 days of the vacancy's occurrence. If the County Board of Commissioners does not make the appointment within that period, the governor may be petitioned by the City Council or the County Board of Commissioners to do so.

FISCAL IMPACT

There is no fiscal impact related to the filling of this City Council member vacancy.

RECOMMENDATION

It is requested that the City Council determine how it would like to fill the At-Large Position No. 2 vacancy on the City Council and provide direction to staff as needed.

SUGGESTED MOTION

There is no suggested motion.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Lilly Wall, Recreation Manager
Andrew Hunziker, Parks and Facility Manager

DATE: December 15, 2021

SUBJECT: Parking Lot B Lease Agreement with JoAnn Kuehner, sole Trustee of The Kuehner Trust.

ISSUE

The City of Chehalis owns Parking Lot B located on NW Boistfort St. adjacent the San Juan Arms Apt Building. JoAnn Kuehner, sole Trustee of The Kuehner Trust approached the City regarding purchase or leasing the property. A proposed lease agreement has been prepared for consideration by the City Council.

INTRODUCTION

City staff has been working with JoAnn Kuehner to address concerns about the condition of Parking Lot B that borders her apartment building. It is a 24-hour free parking lot that has become a safety concern. There have been abandoned cars, drugs use, theft, and people staying overnight in their vehicles, using it as a living space. It is also in need of repair and maintenance. She would like to have the option of entering into a lease agreement for the sole use of the parking lot for her tenants. In turn she will pay a rental use fee, make improvements to the parking lot, be responsible for daily maintenance and all necessary repairs during the length of the lease.

TERMS OF THE PROPOSAL

For convenience, this section summarizes the fundamental terms of the Lease.

- Lessee: JoAnn Kuehner, sole Trustee of The Kuehner Trust.
- Lease Term: The initial term of this Lease will be for a five (5) year period, the Lease will be automatically renewed for one (1) additional five-year term, unless terminated earlier.
- The current monthly rental rate for city parking spaces, that are not free parking, is \$20 per month.
- The proposed monthly rental rate in this agreement is \$10 per space, per month. Reduced by 50% to compensate for the lessee's obligation to make initial improvements to the parking lot and for the on-going maintenance and repair work for the duration of the lease. Annual lease hold tax will be the responsibility of the lessee.
- The proposed annual rent is \$1,809.72, which includes the lease hold tax fee of \$369.72.

- Initial Improvements: Lessee will clean and restripe all the parking stalls in Lot B, fix the broken fence and provide signage as deemed appropriate in Lessee's sole discretion, all at Lessee's sole cost.
- Annual Maintenance: Lessee will be responsible to keep the premises in a neat and safe condition, this includes daily maintenance and any repairs as needed, at Lessee's sole cost.
- Lot B will be used as parking for the San Juan Arms Apartment tenants.

FISCAL IMPACT

The city will receive revenue of \$1,809.72 in rental/leasehold tax fees as the proposed parking spaces are currently 24-hour free parking spaces. The parking lot is in much need of maintenance and repair work and the lessee will be responsible for those initial improvements and for the on-going upkeep for the duration of the lease. This will create a savings in staff time and facility repair and maintenance cost for the duration of the lease.

RECOMMENDATION

It is recommended that the City Council approve the Lease Agreement between the City of Chehalis and JoAnn Kuehner, sole Trustee of The Kuehner Trust, and authorize the City Manager to execute said agreement.

SUGGESTED MOTION

I move that the City Council approve the Lease Agreement between the City of Chehalis and JoAnn Kuehner, sole Trustee of The Kuehner Trust, and authorize the City Manager to execute said agreement.

LEASE AGREEMENT – PARKING LOT B
City of Chehalis
and
JoAnn Kuehner, sole Trustee of
The Kuehner Trust

THIS LEASE AGREEMENT - PARKING LOT B (the "Lease") is entered into and effective as of the ___ day of January, 2022 (herein the "Effective Date"), by and between the City of Chehalis, a municipal corporation (the Lessor, hereinafter referred to as "City"), and JoAnn Kuehner as sole Trustee of the Kuehner Trust, a trust (the "Lessee"). City and Lessee are sometimes referred to herein collectively as the "parties".

I. Recitals

WHEREAS the City is a municipal corporation duly formed and existing under the laws of the State of Washington, with City Hall located at 350 N. Market Blvd., Chehalis Washington 98532;

WHEREAS the Lessee is a family trust duly formed and existing under the laws of the State of Washington, with principal place of business located at 75 NE Cascade Avenue, Apartment Z, Chehalis, Washington 98532; and

WHEREAS the City owns, operates and maintains property, more particularly described below, which are adequate and available for parking of vehicles. City and Lessee desire to enter this Lease, whereby City will make available to Lessee the described parking lot for parking of vehicles for the tenants of the San Juan Apartments.

II. Agreement

NOW THEREFORE in consideration of the mutual covenants, conditions and benefits in this Lease, the City and the Lessee agree as follows.

1. The Premises. The City hereby leases to the Lessee, and the Lessee hereby leases from the City, the following parcel situated in the City of Chehalis, Lewis County, Washington (called the "Premises"), and as further shown on the map attached hereto as Exhibit "A," which Exhibit "A" is hereby incorporated herein by this reference:

(A) Parking Lot B:

Lots 17, 18, 19 and 20, Block 6, Chehalis Land and Timber Company's Addition to the city of Chehalis, Lewis County, Washington, EXCEPTING THEREFROM the following described property, to -wit: The Northeasterly 54 feet of Lot 17 and the Southeasterly 9 feet of the Northeasterly 54 feet of Lot 17 and the Southeasterly 9 feet of the Northeasterly 54 feet of Lot 18 of Block 6, Chehalis Land and Timber Company's Addition to the City of Chehalis, Lewis County, Washington.

Grantors also reserve unto themselves an easement for ingress and egress to a building located on said premises, which easement is situated on the Southwesterly 58 feet of Lot 17 and the Southeasterly 9 feet of the Southwesterly 58 feet of Lot 18, Block 6, Chehalis Land and Timber Company's Addition.

The Easement herein reserved unto the Grantors is a nonexclusive easement and the Grantee is reserved the right to use said premises described by this easement for ingress and egress to other properties of the Grantee and with the further right to so occupy, pave, landscape and maintain said area so long as the same does not interfere with the easement reserved unto the Grantors herein.

Lewis County Tax Parcel No. 004597-001-000

2. Term. The term of this Lease will commence upon the date that is written above. The initial term of this Lease will be for a five (5) year period ending on the second (5th) anniversary date of the Effective Date, subject to administration on a month-to-month basis until termination as set forth below.

Unless earlier terminated in accordance with the terms hereof, this Lease shall be automatically renewed for one (1) additional five-year term; provided that, the final term shall in any event end no later than December 31, 2031. Either party shall have the right to terminate this Lease in its entirety upon sixty (60) days prior written notice in accordance with and pursuant to Section 17 below. Either party may elect nonrenewal of this Lease, or modification of this Lease by delivering written notice of nonrenewal to the other party at least sixty (60) days prior to the date of the expiration of the then term of this Lease.

3. Use. Lessee shall use the Premises as parking lot for the tenants of the San Juan Apartments and for no other use or purpose. Lessee shall not allow its employees or any other persons to use the Premises for any use or purpose other without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Lessee shall have the sole right and authority to regulate and control use of such parking lot for the tenants of the San Juan Apartments during the term of this Lease, and may post appropriate signage governing allowable purposes and parking times. Lessee shall not permit anything to be done in or about the Premises that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Provided that, notwithstanding the foregoing, Lessee may permit its tenants and its guests the non-exclusive use of Parking Lot B.

4. Rent. The annual value of the leased lot is \$2,880.00 based upon current rates charged in City-owned and permitted parking lots. There are twelve parking slots on the Premises. Lessee will pay rent no less frequently than quarterly in the amount of One Hundred Twenty dollars and 00/100 (\$120.00) per month, which equals \$10.00 for each parking slot. Though this is a reduced cost for the value of the premises, the City agrees and acknowledges that performance of Lessee's improvements, maintenance and repair obligations, as well as other mutual benefits, as set forth

herein and below, constitute good and sufficient consideration supporting this Lease. Lessee will pay additional leasehold tax as identified in Section 9: Property Taxes.

5. Lessee Improvements. Lessee will restripe all of the parking slots comprising Parking Lot B, repair and maintain the existing fence, and will provide signage as deemed appropriate in Lessee's sole discretion, all at Lessee's sole cost.

6. Security Deposit. None

7. Utilities. Not applicable.

8. Maintenance and Repair; Upkeep of Premises; Hazardous Substances. Lessee is solely responsible for all maintenance and repair of the Premises, including but specifically not limited to snow removal. Lessee shall keep the Premises in a neat and safe condition. The Lessee shall maintain the Premises in compliance with all laws, ordinances, or regulations governing the Premises and the Lessee's use of the Premises. The City shall have no obligation to make any repairs or improvements to the Premises from and after the Effective Date and during the term of this Lease. Lessee's duties to repair and maintain the Premises shall not include any duty or responsibility to replace pavement on the Premises, or to repair damage to such pavement caused by ordinary wear and tear.

Lessee shall not keep on or around the Premises, for the use, disposal, treatment, transportation, generation, storage or sale, any substances designated as or containing components designated as hazardous, dangerous, toxic or harmful, and/or which are subject to regulation as hazardous substances by any federal, state or local law, regulation, statute or ordinance (collectively referred to as "Hazardous Substances"). Without limiting the foregoing Lessee shall with respect to any such Hazardous Substance comply promptly, timely, and completely with all governmental regulations regarding Hazardous Substances. In the event Lessee shall be found to have violated any of the above covenants, any and all costs incurred by City as a result of Lessee's non-compliance, including City's attorney's fees and costs, shall be additional rent and shall be due and payable to City immediately upon demand by City. Without limiting the foregoing, Lessee shall be fully and completely liable to City for and shall indemnify, defend and hold City harmless from and with respect to any and all cleanup costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to the use, disposal, treatment, transportation, generation and/or sale of Hazardous Substances, in or about the Premises.

9. Property Taxes. Lessee shall be responsible for paying a leasehold tax of 12.84% of the total contract value amount of \$2,880.00, which is \$369.79 per year. This amount should be remitted to the City no later than January 1st each year. Lessee is receiving a 50% reduction in the contract payments in exchange for repair and maintenance of the premises.

10. Condition. Lessee has had the opportunity to inspect the Premises prior to signing this Lease and accepts the Premises in their "AS IS" condition without any representation from the City as to its condition or suitability for Lessee's intended use.

11. Alterations. Except as set forth above in Paragraph 5 of this Lease, Lessee shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of the City, which consent may be withheld in the City's sole discretion.

12. Liability; Indemnification; Release. Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and City. The provisions of this section shall survive the expiration or termination of this Lease.

13. Insurance.

A. Insurance Term. The Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. No Limitation. The Lessee's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as additional an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance. The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Any combination of Commercial General Liability and umbrella/excess liability insurance may satisfy the required liability insurance limits.

E. Other Insurance Provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage

maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage. The Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

H. Notice of Cancellation. The Lessee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

J. City Full Availability of Lessee Limits. If the Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Lessee.

14. Assignment; Sublease. Lessee shall not assign this Lease and Lessee shall not sublease the Premises in whole or in part.

15. City's Right of Access. The City, or the City's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to Lessee to inspect the Premises or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide Lessee with advance notice. The City shall use reasonable efforts to minimize any disruption of Lessee's activities.

16. Default. Each of the following shall constitute an Event of Default:

A. The Lessee fails to maintain at all times the insurance required by this Lease.

B. Either party fails to comply with any agreement or requirement in this Lease, other than the obligations listed in subsection (a), for a period of thirty (30) days after notice from the City.

If an Event of Default has occurred and continues, the non-defaulting party may terminate this Lease and pursue any other remedies available under Washington state law. In any litigation, the substantially prevailing party shall be entitled to collect from the other party, in addition to any damages, all reasonable costs, fees, and expenses, including reasonable attorneys' fees, incurred by the prevailing party in pursuing its remedies.

17. Termination. Either party may terminate this Lease in whole or in part by delivering at least sixty (60) days' advance written Notice of Termination to the other party. For avoidance of doubt, the Lessee or City may terminate this Lease in its entirety or only in part by terminating the lease with respect to Parking Lot B as defined and described in Section 1 above. On the expiration of the Term, or any earlier termination of this Lease, the Lessee shall: (a) immediately vacate the Premises (or the portion thereof terminated); (b) repair all damage to the Premises (or the portion thereof terminated) caused by the Lessee's removal of its equipment and property from the Premises; and (c) restore the terminated Premises to the general condition that existed at the commencement of the Term, reasonable wear and tear excepted. The Lessee's indemnity obligation shall survive the termination or expiration of this Lease.

18. Entire Agreement, Applicable Law, Venue. This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and no representations or agreements not included in this Lease shall be enforceable unless in writing and signed by the party to be charged. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for any action arising out of the performance, breach or enforcement of this Lease shall lie in Lewis County, Washington.

IN WITNESS WHEREOF, the City and the Lessee have caused this Lease to be executed by their duly authorized agents as of on the date first written above.

LESSEE:
JOANN KUEHNER, SOLE TRUSTEE OF
THE KUEHNER TRUST

CITY:
CITY OF CHEHALIS

By: _____
JoAnn Kuehner, sole Trustee

By: _____
Jill Anderson, City Manager

ATTEST:

By: _____
Kiley Franz, City Clerk

ATTESTATION

STATE OF WASHINGTON)
) ss.

Lewis County)

At Chehalis, Washington, this ____ day of _____, 2021, personally appeared JOANN KUEHNER, duly authorized and sole Trustee of the KUEHNER TRUST, and acknowledged this instrument, by said Trustee sealed and subscribed, to be said Trustee’s free act and deed and the free act and deed of the CITY named above.

NOTARY PUBLIC in and for the State of
Washington, residing at:_____
My Commission Expires:_____

STATE OF WASHINGTON)
) ss.
Lewis County)

At Chehalis, Washington, this ____ day of _____, 2021, personally appeared JILL ANDERSON, City Manager of the City of Chehalis, CITY named above, and acknowledged this instrument, by said officer sealed and subscribed, to be said officer’s free act and deed and the free act and deed on behalf of the CITY named above.

NOTARY PUBLIC in and for the State of
Washington, residing at:_____
My Commission Expires:_____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Glenn Schaffer, HR Manager

MEETING OF: January 10, 2022

SUBJECT: Resolution No. 1-2022, First and Final Reading – Update to Chehalis Personnel Policies Manual

ISSUE

The current version of the Chehalis Personnel Policies Manual, previously referred to as the City Rules and Regulations, was created in 1999 and needs updates and revisions due to new and changing laws and practices.

DISCUSSION

The City of Chehalis Rules and Regulations document was adopted in 1999. Over the past 22 years the document has undergone some minor updates and changes with new and changing laws, but overall, the document is drastically out of date.

The new City of Chehalis Personnel Policies Manual was written with the assistance of the City's labor attorney. Along with the addition of new policies required by law and the deletion or correction of policies that are no longer applicable, one of the biggest changes throughout the manual is the correction of the language used to explain the policies to the reader. The changes in language help to form a more clear, legal description of the policies and to clarify terms and definitions such as those for at-will employees, Equal Employment Opportunity, Reasonable Accommodation, performance evaluations, discipline, and the City's right to change the policies as needed.

Listing all the changes made to the Personnel Policies Manual in this report would be a daunting task, but some of the more important changes include policies on the following:

- Reasonable Accommodation of Disabilities and Religious Beliefs
- Anti-Discrimination, Harassment, and Retaliation and the reporting policy
- Workplace violence
- Immigration Law Compliance
- Sick Leave Laws to include Domestic Violence Sick Leave
- Washington Paid Family Medical Leave laws and the Family Medical Leave Act
- Vehicle Usage Policies
- Workplace Safety
- Whistleblower and Retaliation Protection

Employment laws change, and new ones are added every year. The new policy manual and format will make annual reviews and updates easier. Keeping up with employment law and ensuring the City's policies reflect the current requirements is important in the City's day-to-day business and helps provide clear guidance for employees and managers.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 1-2022 on first and final reading, to adopt the updated Chehalis Personnel Policies Manual on first and final reading.

SUGGESTED MOTION

I move that the City Council adopt Resolution No. 1-2022 on first and final reading.



City of Chehalis
Personnel Policies Manual

January 3, 2022

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CHAPTER 1 - PURPOSE AND SCOPE

1.1 INTRODUCTION

The City of Chehalis places the highest value on its employees and believes that clear, consistent personnel policies contribute to job success and satisfaction. All current and newly hired employees are required to read and review this manual and to be familiar with these policies. If you have questions, please begin by discussing them with your supervisor or department head.

1.2 INTENT OF POLICIES

This Manual does not constitute an employment contract, expressed or implied, or any type of promise or guarantee of specific treatment in specific situations upon which an employee may rely, or a guarantee of employment for any specific duration. Although the City desires long-term employment relationships, it is recognized that this may not always occur and either the employer or employee may decide to terminate employment. Unless specific rights are granted in collective bargaining agreements, written employment contracts, civil service rules or elsewhere, all employees of the City are considered at-will employees, which means that the employment relationship can be terminated by the City or the employee at any time, for any reason not otherwise prohibited by applicable law, without cause or prior notice. Nothing in this Manual is intended to modify the at-will relationship between each employee and the City.

No supervisor or other City representative, other than the City Manager, has authority to enter into any agreement with an employee for employment for any specified period or duration, to modify an employee's at-will status or to make representations, either verbal or written, that are inconsistent with the policies in this Manual.

This Manual contains only general information and guidelines and is not intended to address every aspect of employment in detail. In some cases, details may be found in other controlling documents such as the summary plan descriptions of benefit plans. In addition to the policies included in this Manual, departments or work groups may have policies, procedures or other work rules that apply to certain employees and operations. Those rules and procedures supplement the policies included in this Manual. It is the City's intent that these policies be interpreted as providing a reasonable approach to specific problems and situations in the workplace. These rules and procedures should be considered as a total set of working procedures rather than interpreting each section, subsection, sentence or phrase separately and out of context.

1.3 SCOPE OF POLICIES

The policies in this Manual apply to all City of Chehalis employees. In cases where these policies conflict with any civil service rules and regulations, provisions of a collective bargaining agreement, employment

agreement, City ordinance or state or federal law, the terms of that law, rule, agreement, etc. will control. In all other cases, the policies in this Manual apply. In the future, if an ordinance, rule, or law incorporated in this document or upon which a policy relies is amended; these policies shall be deemed amended in conformance with those changes.

1.4 CHANGING THE POLICIES

The City reserves its right to rescind, amend, modify, supplement, or clarify any policy in this Manual at any time, with or without advance notice, as it deems necessary in its sole discretion unless otherwise prohibited by law. Please also note that this Manual revokes and supersedes any prior summaries or statements of employment policies and procedures. The City further reserves the right to deviate from the policies in this Manual at any time as determined appropriate in its discretion in order to further its best operational interests.

1.5 DEFINITIONS

Anniversary Date: The date of appointment of a regular full or part-time employee to a specific position in the City (see also Date of Hire).

Appointing Authority: The person empowered with authority to appoint and/or remove employees from City positions, or persons delegated by such appointing authority to perform duties that legally may be delegated. The City of Chehalis appointing authority is the City Manager.

At-will Employee: Unless specific rights are granted to an employee in a collective bargaining agreement, civil service rules, or written employment agreement, all employees of the City are considered “at-will” employees. “At-will” employment means that either the City or the employee can terminate their employment relationship at any time, with or without prior notice, for any reason not otherwise prohibited by applicable law.

Bumping: The displacement of one employee by another employee who is subject to layoff.

Casual Employee: An individual hired to perform work on an as-needed basis averaging fewer than twenty (20) hours per week.

Cause: Any action or inaction that is a legal justification for disciplinary action (limited to circumstances when demonstration of “cause” is legally required).

City: The City of Chehalis.

City Business: Includes, without limitation, work or job duties arising out of a work assignment or work duties for the City, as well as activities that have a nexus to an individual’s employment with the City.

City Facility: All areas within the ownership and/or control of the City including, but not limited to, offices, buildings, parking lots associated with a City building, city vehicles and equipment.

Class/Classification: A group of positions sufficiently similar in duties, responsibilities, authority and minimum qualifications with common standards for selection and compensation.

City Management: Overtime-exempt, non-represented employees who either report to and are evaluated by the City Manager or report to a department head, and whose responsibilities include evaluating, leading and disciplining employees (or who have significant input into the foregoing activities and/or otherwise satisfy the state and federal definitions of an overtime-exempt employee).

COBRA Rights: COBRA is a federal law which permits qualifying employees who are terminating from City employment to continue eligible group medical coverage at their personal expense for a specified period of time (as determined by federal law).

Compensation: Salary, wages, fringe benefits and all other forms of valuable consideration earned by, or paid to or on behalf of, any employee for service in any position in the service of the City.

Compensatory (“Comp”) Time: Paid time off from work taken by non-overtime exempt employees in lieu of payment for overtime worked.

Date of Hire: The original date of employment with the City as a regular full or part-time employee (and without a break in service, unless otherwise excepted).

Days: References to “days” in these policies shall mean calendar days unless otherwise stated.

Department Director or Department Head: A person duly appointed by the City Manager to head one or more City departments.

Disciplinary Action: Imposition of certain personnel actions in response to misconduct or unsatisfactory performance.

Emergency: A circumstance that, if not immediately addressed, may cause injury or damage to persons or property (or another type of emergent situation).

Employee Assistance Program: A program designed to assist City employees and their eligible family members to address problems and issues through professional counseling and referrals.

Examination: Any device or procedure used in the selection process to measure an applicant’s abilities and suitability for a position including, but not limited to, oral interviews, written tests, performance tests, evaluation of performance during probation and scored evaluation of education and experience.

Exempt Employee: An employee who is not eligible for overtime pay for hours worked in excess of 40 hours per designated workweek as provided in the Fair Labor Standards Act (FLSA) (and applicable

Washington State law) because the employee works in a bona fide executive, administrative, professional or other exempt capacity covered by the FLSA and the Washington Minimum Wage Act.

Grievance Process: A process established through collective bargaining agreements or civil service rules to address employee issues and concerns.

Immediate Family: Unless otherwise specified, "Immediate Family" includes the following: spouse, registered domestic partner, parent, step-parents, child, stepchild, brother or sister or step-sibling, mother or father-in-law, son or daughter-in-law, grandparent or grandchild, whether related by blood, marriage or adoption, or other members of the employee's household.

Longevity: Compensation paid to regular employees for continuous City service for a specified length of time.

Non-exempt Employee: An employee who is eligible for overtime pay for hours worked beyond 40 hours (or the applicable overtime threshold), in the City's designated workweek in accordance with the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act. The amount of overtime pay is one and one-half times the regular rate of pay for actual hours worked, unless provided otherwise in a collective bargaining agreement.

Non-represented Employee: An employee who is not a member of a collective bargaining unit/union and is not represented by a collective bargaining agreement in matters of wages, benefits, and working conditions.

Other Part-time Employee: Includes seasonal, casual, and other hourly non-benefited employees.

Probationary Employee: An employee who has not yet completed a probation period in a regular position. Unless otherwise specified, when regular employees are referred to in these policies, the reference includes probationary employees.

Pro rata Basis: The ratio between the number of hours in a part-time employee's normal work schedule and forty (40) hours per week, as it applies to leaves and benefits.

Regular Full-Time Employee: An employee hired in a budgeted, authorized position who has successfully completed a probationary period as defined in these policies and who regularly works a minimum of forty (40) hours a week on a regular year-round schedule.

Regular Part-Time Employee: An employee hired in a budgeted, authorized position who has successfully completed a probationary period as defined in these policies and who regularly works less than forty (40), but at least twenty (20) hours a week on a regular year-round schedule.

Represented Employee: An employee who is a member of a collective bargaining unit/union and is represented by a collective bargaining agreement in matters of wages, benefits, and working conditions.

Temporary Employee: An employee hired to work a fixed or flexible schedule of hours for a specified period of time, or an employee who is hired on an intermittent, seasonal or as-needed basis working less than 30 hours per week, and less than 130 per month.

CHAPTER 2 - GENERAL POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The City of Chehalis is an equal employment opportunity employer. All employees and potential employees will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, color, national origin, religion, marital status, citizenship status, military or veteran status, age, pregnancy, sexual orientation (to include gender expression and gender identity), mental or physical disability, genetic information or any other category protected by law. The City also prohibits unlawful discrimination and harassment against employees and applicants based upon their association with a person who is a member of a protected class. This policy applies to all terms, conditions, and privileges of employment.

In addition, any employee or applicant who believes that he/she needs a reasonable accommodation because of a physical or mental disability in order to perform the essential functions of his/her job or to complete the application process should contact the Human Resources Manager. (See also Policy 2.2 below for additional information). Similarly, any employee or applicant who believes he/she needs a reasonable accommodation to perform their job duties due to his/her sincerely held religious beliefs should also contact the Human Resources Manager. (See also Policy 2.3 below). The employee or applicant should advise, in writing, of the basis for their accommodation request, the nature of their work limitations, and any suggested reasonable accommodations.

The Human Resources Department, in conjunction with City management, is responsible for implementing this policy. Any person with questions or concerns regarding Equal Employment Opportunities with the City should contact the Human Resources Manager. Furthermore, all persons should carefully review Policy 2.4 (“Anti-Discrimination, Harassment and Retaliation”) which supplements this policy and works to further effectuate the goals of the City’s Equal Employment Opportunity Policy.

2.2 REASONABLE ACCOMODATION OF DISABILITIES

The City of Chehalis fully complies with the Americans with Disabilities Act (ADA), related Washington State law, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Applicants and employees with a disability must be able to perform the essential functions of the job with or without a reasonable accommodation. Applicants or employees who have a disability that limits their ability to apply for a position or perform their job should contact Human Resources to inform the City of their work limitations and to request an accommodation. The City will then interactively discuss the matter with the applicant/employee and determine what, if any, reasonable accommodations are appropriate, and whether a suggested accommodation imposes an undue hardship upon the City. Depending on the employee’s particular circumstances, the City may discuss different potential accommodation options with the employee. At the conclusions of the foregoing interactive discussion process with the employee, if it is determined that the employee is unable to return to work

within a reasonable timeframe and perform the essential functions of his/her position (with or without a reasonable accommodation), and no other options for reasonable accommodation have been found, the employee may be subject to separation from employment with the City.

In order to effectuate the process to determine if a reasonable accommodation is appropriate, the City may seek to communicate with the employee's medical provider to gain a better understanding of any work limitations they possess, and given those limitations, the means by which an accommodation would allow the employee to perform the essential functions of his/her position. In some cases, the City may also ask an employee to submit to a medical examination by an independent medical provider to confirm their disability and any resulting work limitations. Similarly, if an employee is returning to work from a leave occasioned by his/her health condition, the City may request that an employee undergo a fitness for duty examination to ensure that they are capable of safely performing the essential functions of their job (with or without a reasonable accommodation).

2.3 REASONABLE ACCOMODATION OF RELIGIOUS BELIEFS

As stated above in Policy 2.1, the City of Chehalis respects the sincere religious beliefs and practices of all employees and, upon request, will endeavor to make a reasonable accommodation for such observance. Employees who would like to request reasonable accommodation should contact Human Resources Manager in order to initiate an interactive discussion to evaluate the need for, and options for providing reasonable accommodation. This accommodation process shall be similar to the accommodation process described in Policy 2.2 above for disabilities and shall, of course, comply with all applicable law.

2.4 ANTI-DISCRIMINATION, ANTI-HARASSMENT AND ANTI-RETALIATION POLICY

The City of Chehalis is committed to providing a work environment free from all forms of unlawful harassment and discrimination. We expect every employee to treat their co-workers, citizens, and others with whom they come into contact while representing the City with respect, dignity, and decency. The City strictly prohibits all forms of harassment and discrimination by or against any employee, citizen, or other individual, whether due to sex/gender, sexual orientation (including gender identity and gender expression), genetic information, pregnancy, marital status, military or veteran status, race, color, national origin, citizenship status, religion, age, physical or mental disability, or any other reason protected by federal, state, or local law. The City also strictly prohibits unlawful discrimination and harassment against employees and applicants based upon their association with a person who is member of a protected class.

Harassment means unwelcome and offensive conduct that is based upon any of the protected classifications set forth in the paragraph above. By way of example, offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets, or name-calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Offensive conduct can turn into unlawful harassment/discrimination when:

- A. Submission to the conduct at issue is made, either explicitly or implicitly, a term or condition of employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- C. The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Non-exclusive examples of the type of conduct the City prohibits under this policy include:

- a. Slurs, derogatory comments, negative stereotyping or threatening, intimidating or hostile acts that relate to a person's membership in one of the categories listed above.
- b. Written or graphic material in our workplace that denigrates or shows hostility toward an individual or group because of the categories listed above.
- c. Using the City's resources (such as voicemail, e-mail, or Internet access) to obtain, circulate, or store offensive material.
- d. All forms of harassing or discriminatory electronic communication, including through e-mail, text messages, and social networking websites.

Sexual harassment is a form of unlawful discrimination and is also strictly prohibited. Sexual harassment may include behavior that is unwelcome, personally offensive, and which interferes with our working environment. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. By way of example, the type of conduct the City prohibits under this sexual harassment policy includes, without limitation:

- a. Vulgar or sexual comments, gestures, jokes, stories, and innuendo.
- b. Suggestive comments about someone's body or manner of dress.
- c. Gossip about someone's sexual conduct or orientation.
- d. Leering, inappropriate touching, and obscene or suggestive gestures.
- e. Displaying, accessing, or circulating in the workplace (including by e-mail or Internet) sexually suggestive material.
- f. Unwelcome and repeated flirtations and advances.
- g. Subtle pressure for sexual activity, dates, etc., including unwelcome but apparently sanction-free sexual advances by a supervisor to a subordinate.
- h. Solicitation or coercion of sexual activity dates, etc. through an implied or expressed

promise of preferential treatment and/or punishment.

- i. Verbal abuse of sexual nature; sexually degrading/demeaning words used to describe an individual; suggestive or obscene letters, notes, e-mails, invitations, etc.
- i. Sexual assault, inappropriate touching, impeding or blocking movements.

The City is also committed to maintaining a safe and healthy work environment, and will take appropriate health and safety precautions, when necessary, which are consistent with current medical knowledge. Accordingly, employees may not refuse to work with or otherwise harass, or isolate a coworker because of a known or suspected disability or disease, or because of a coworker's association with a person with a disability or disease.

Harassment and discrimination are serious offenses and must be distinguished from other forms of workplace behaviors that are not unlawful - even though an individual or group of individuals may find them annoying or frustrating. For example, the following types of behavior are not considered unlawful harassment or discrimination in violation of this policy:

- a) The imposition of disciplinary measures in accordance with City policies and procedures.
- b) The appropriate use of managerial authority in directing day-to-day activities that serve legitimate work-related purposes.
- c) Workplace stress and organizational changes.
- d) Disagreements, arguments, or minor personality clashes between co-workers that do not interfere with the workplace.

Because of the potential for miscommunication, misunderstandings, and conflicts of interest, the City does not permit supervisors to engage in amorous relationships with those employees whom they directly or indirectly supervise. This policy applies to all employees who have the authority or practical power to supervise, appoint, remove, or discipline another employee or who are responsible for auditing the work of another employee. Should such a relationship develop, the involved employees shall report the situation to the Human Resources Manager, so that the City may appropriately address the situation.

Sometimes, harassment and discrimination can be difficult to define. For this reason, the City strongly urges all employees to use the reporting procedure set forth below without worrying about whether the conduct involved would be considered harassment or discrimination in a legal sense. If you consider the conduct to be inappropriate, report it. This policy is intended to assist the City in addressing not only unlawful harassment and discrimination, but also any conduct that is offensive or inappropriate.

Reporting Harassment or Discrimination

Employees who believe that they have been subjected to harassment or discrimination in violation of this policy should inform the perpetrator (preferably at the time of the conduct) that their behavior is unwelcome and request that the perpetrator stop. In addition, the employee must promptly notify their

supervisor and/or the Human Resources Manager. If both the employee's supervisor and the Human Resources Manager are involved in the alleged misconduct, then the employee shall report the matter directly to the City Manager. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of the employee's job (i.e., supervisors, co-workers, citizens, vendors, or others). Employees must also report any harassment or discrimination directed at another person of which they have knowledge or if he/she believes another employee has received more favorable treatment because of discrimination. Supervisors who receive complaints of discrimination or harassment, or who are made aware of such conduct, must immediately notify the Human Resources Manager. (If the Human Resources Manager is involved in the alleged misconduct, then the supervisor shall immediately report the situation to the City Manager).

The City shall promptly investigate all reported complaints to the extent appropriate under the following guidelines:

- a. All complaints will be kept confidential to the fullest extent possible. This means they will be disclosed only as the City deems necessary for it to investigate and respond to the complaint, to management, and as may be required by law. While the City may be obligated to disclose the name of the complaining employee to the employee accused of harassment/discrimination as part of an investigatory or disciplinary process, the City will not permit any type of retaliation against any employee who makes a complaint in good faith (see discussion below in regard to the City's anti-retaliation policy).
- b. Any employee whom the City concludes has violated its Anti-Harassment, Anti-Discrimination and Anti-Retaliation Policy is subject to, among other things, disciplinary action up to and including termination of employment. Disciplinary action will depend upon the circumstances, including the gravity of the offense. The City will take whatever action it deems necessary to prevent the misconduct from being repeated.
- c. As stated above, the City will not permit retaliation against anyone who makes a good faith complaint or who cooperates in good faith in an investigation. Retaliation includes, without limitation, acts of reprisal such as: open hostility to the complainant, participant or others involved; exclusion/ostracism of the complainant or others; creation of or the continued existence of a hostile work environment; and taking adverse actions against the complainant or others related to the complaint.
- d. The person who initiated the complaint will be informed of the findings of the investigation at its conclusion and, to the extent appropriate, any remedial steps to address the matter.
- e. It shall be the obligation of any employee accused of harassment or discrimination, to fully cooperate with the City in its investigation of the same and to strictly refrain from any type of retaliation. Any employee who engages in retaliatory behavior will be subject to disciplinary action, up to and including termination of employment (regardless of whether the underlying complaint of harassment/discrimination is sustained).

In summary, employees must report all incidences of harassment, discrimination, or other inappropriate behavior as soon as possible. The City wants to provide every employee with a pleasant and productive working environment, but we cannot do that if these issues are not brought to our attention. Please join the City in its efforts to make this an enjoyable place to work for all employees.

2.5 POLICY PROHIBITING WORKPLACE VIOLENCE

The City is committed to creating an environment that enables employees to contribute to their full potential thereby increasing our effectiveness in serving the citizens. We recognize that our potential is maximized when employees can work in a positive, engaging, and supportive work environment. The City of Chehalis has no tolerance for workplace violence, including acts of bullying or intimidation, against any employee (or any other person). For purposes of this policy, the workplace includes, but is not limited to, the physical work site, washrooms, breakrooms, training sessions, vehicles, field locations, conferences, work-related social gatherings, or any other place where the employee is required to be in service to the City (or which otherwise has a nexus to an employee's employment with the City). Employees shall always treat others with courtesy, respect, and dignity.

"Workplace Violence" for purposes of this policy includes, without limitation, the following types of behavior:

- a) Physical attacks such as fighting, hitting, shoving, pushing or kicking;
- b) Verbal, written, or implied threats/intimidation that express an intent to inflict harm;
- c) Threatening behaviors such as shaking fists, destroying property or throwing objects;
- d) Any other act (to include communication made through electronic means, third persons, or in any other manner) that would arouse fear in a reasonable person in the same circumstance.

Any person who makes a threat, exhibits threatening behavior, or engages in a violent act on City property (or whom engages in such behavior off City property but in a manner that has a nexus to their employment with the City) may be removed from the situation and prohibited from returning to the work site pending the outcome of an investigation.

Threats, acts of violence, and physical assault will be investigated thoroughly, and may result in disciplinary action (up to and including termination of employment) and/or criminal penalties depending on the circumstances.

With the exception of commissioned law enforcement officers, possession and/or use of unauthorized firearms in the workplace is not permitted.

Anyone who experiences or witnesses acts of workplace violence must immediately report the situation to their supervisor or the Human Resources Manager. This includes conduct by City employees, as well as by citizens, vendors, or other third parties. The City will promptly investigate all such reports to the extent necessary and take appropriate action to address the situation.

The City also encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or the Human Resources Manager before the situation escalates. The City

is eager to assist in the resolution of employee disputes to promote a positive and safe working environment.

2.6 EMPLOYEE PERSONNEL RECORDS

The Human Resources Department maintains and secures a personnel file for each employee. Employee personnel files are the property of the City and contain work related information including: application for employment, the employee's name; title and/or position held; position description; department to which the employee is assigned; salary; changes in employment status; training received; performance evaluations; personnel actions affecting the employee, including discipline; accommodation and other pertinent information. Employee medical information is contained in a separate confidential file. Employees are required to keep information up to date by notifying the Human Resources Manager of changes in address or telephone number, as well as changes in marital status, dependents or other information relevant to insurance or other employer provided benefits.

Personnel files are kept confidential to the extent permitted by law. Except as required by law or business necessity, access to an individual employee's personnel file will be limited to the employee and those City employees/agents who have a legitimate business reason for such access. In addition, as a public employer, the City is obligated to comply with Washington State's Public Records Act. Consequently, the City shall produce such portions of an employee's personnel file and other employment records if/when required by applicable law.

Employees have the right to review their own personnel files. An employee may request, through Human Resources, removal from his/her personnel file of information the employee believes to be irrelevant, erroneous or outdated. Determination of the retention of such material shall be made by the City Manager or his/her designee and could be restricted by Washington State's record retention laws.

2.7 EMPLOYMENT REFERENCES AND VERIFICATION OF EMPLOYMENT

To ensure that individuals who join the City's team are well qualified and have a strong potential to be productive and successful, the City shall check the employment references of all applicants to the extent the City determines appropriate in its discretion.

The City will respond to reference check inquiries from other employers regarding its current or former employees by providing: dates of employment, position(s) held, and job duties. All reference inquiries shall be handled by the City Manager or his/her designee. No inference, either positive or negative, should be made from the City's uniform application of this policy. If an employee or former employee desires the City to provide additional information (and which is beyond what is mandated by Washington's Public Records Act), he/she, as well as the prospective employer/third party requesting the information, must sign a release, in a form satisfactory to the City in its discretion, which authorizes the disclosure of additional information.

2.8 PROFESSIONAL ATTIRE POLICY

While working and representing the City, the personal appearance of all employees, especially those who come into contact with the public, is important and should conform to professional standards and expectations. Dress should be appropriate to the type of work performed, including safe work practices, and the location in which an employee works. This may include required uniforms or safety attire. All employees should, to the extent reasonable for their job duties, be neat and clean in dress and personal appearance (and clothing should fit properly), and convey a professional appearance while engaged in City business. The City Manager, department heads or supervisors may establish reasonable standards of appearance and clothing which are appropriate for the job assignment. These standards may be verbal or in writing. Any accommodations must comply with safety requirements and overall professional appearance standards.

Those employees provided uniforms by the City must maintain the uniform in good, clean condition and wear the uniforms as instructed and, in the manner, and circumstances intended.

A professional appearance, as well as good hygiene and grooming, are essential job requirements. The professional image of the City is maintained, in part, by the image our employees present to the public.

Under no circumstance may employees wear halter tops, strapless tops, spaghetti straps, tank tops, cropped tops, clothing with offensive content, clothing that reveals undergarments, torn clothing, or clothing with holes in it. Simply put, unprofessional clothing is prohibited.

The City reserves the right to determine appropriate dress at all times and in all circumstances. The City may send employees home to change clothes should it be determined, in the City's discretion, that the employee's dress is not appropriate.

2.9 EMPLOYEE PROGRAMS

The City Manager may establish employee Wellness, Recognition and other programs and policies as needed, and may curtail or terminate these programs at his/her discretion.

Unless otherwise approved by the City Manager, expenses for certificates, plaques, awards or other gifts and refreshments for a retiring employee should not exceed \$200.00 total.

2.10 BREASTFEEDING POLICY

The City will comply with federal, state and local laws pertaining to employees who are nursing. For two years after the birth of a child, employees who are nursing are entitled to breaks of reasonable duration each time the employee has a need to express milk. An employee may utilize her standard (paid) 15-minute rest breaks for this purpose. Use of other time periods will require the employee to take accrued vacation, sick leave or comp time (unless the employee is designated "exempt"), or may be done during the employee's unpaid lunch hour. The City will provide a location, other than a bathroom, that is free from intrusion from co-workers or members of the public, which may be used for this purpose. Employees will not be retaliated against for exercising their rights under this policy.

CHAPTER 3 - RECRUITMENT, APPLICATIONS, AND SELECTION

3.1 GENERAL PROVISIONS FOR APPOINTMENT

The City Manager is the official authorized to appoint all City employees. Vacancies may be filled by original appointment, promotion, demotion, re-employment, transfer, recall or reinstatement.

3.2 RECRUITMENT

Prior to posting or advertising a vacancy, the department head and Human Resources will review and update the position description as needed, and must obtain the approval of the City Manager to fill the position. The City will use a variety of recruiting and advertising practices, as determined appropriate in its discretion, with the goal of attracting a sufficient number of qualified applicants for job vacancies, complying with applicable contractual and legal requirements.

Applicants must complete and sign a City of Chehalis Application Form in order to be considered for a position. Applications are accepted only for open positions and will be retained according to records retention requirements. Applications received which are not in response to an open position will not be retained (unless otherwise required by applicable law). The City may choose to require resumes, cover letters, supplemental questions and other information in addition to, or in lieu of, the City application form.

Applicants who make false or misleading statements in application materials or at any stage of the hiring process may be eliminated from consideration for employment at the City. Any employee who is discovered to have made a false or misleading statement or has practiced any deception, fraud or misconduct in connection with his/her application materials may be subject to disciplinary action, up to and including termination.

The City Manager may authorize the expenditure of City funds to cover all or a portion of expenses incident to employee recruitment, including candidate travel and lodging for interviews and moving expenses for newly hired employees. The employee may be required to enter into an agreement obligating the employee to reimburse all or a portion of the moving expenses paid by the City if the employee fails to remain in the service of the City for a specified period of time.

3.3 FILLING OF VACANCIES

Methods of evaluating applications and criteria for selection will be established by the department head and Human Resources with approval by the City Manager, and will be in accordance with any applicable collective bargaining agreements and/or civil service rules. Evaluation and selection will include such factors as the City determines appropriate in its discretion. This may include, without limitation: (1) the applicant's previous training, education, experience and qualifications relative to the requirements of the position; (2) the applicant's ability to perform the essential functions of the job, either with or

without reasonable accommodation; (3) information obtained through any reference and/or background investigation process; and (4) other evaluation methods including, but not limited to individual and panel interviews, written and skills tests, and competitive examinations. The City may utilize other agencies or individuals to prepare and/or administer examinations.

The City may use a variety of methods (as determined appropriate in its discretion) to conduct reference and background investigations including, but not limited to: verifying education, training and previous employment; contacting references provided by the applicant/employee; contacting current and previous employers; and requiring applicants/employees to consent to criminal history background checks to include possible fingerprinting. Applicants/employees seeking employment in sensitive or high security jobs (such as police and fire), must meet any additional special security requirements identified for those jobs. These requirements may include more extensive background checks, fingerprinting, bonding, or other special security measures.

As a condition of employment for certain job classifications within the City, after a conditional offer of employment has been made and prior to commencement of employment, applicants/employees may be required to undergo a medical evaluation or testing to determine their physical and/or mental fitness to perform work in the position to which appointment is to be made. The purpose of the evaluation is to determine whether an individual is physically and mentally capable of performing the job with or without a reasonable accommodation and to ensure his/her physical and/or mental condition will not endanger the health, safety or well-being of other employees or the public. Any such testing/evaluation will be directly related to the job duties of the particular position. In the event that such testing/evaluation is deemed necessary by the City for a particular job classification, all applicants for that position shall be required to undergo the same testing/evaluation process. The City may condition its offer of employment upon the successful results of the evaluation/testing.

Applicants/employees being considered for positions which require a Commercial Driver's License (CDL) must, after a conditional offer of employment is made, submit to and pass a pre-employment urine drug screen and, upon employment, participate in the CDL Drug and Alcohol Testing Program required by the federal Department of Transportation (DOL). Pre-employment drug testing may be required of other positions in compliance with federal, state and local laws.

A candidate may be disqualified from consideration for a position for a variety of reasons that may include but are not limited to, if he/she:

- Is found to lack the requirements/qualifications established for the position;
- Is physically or mentally unable to perform the essential duties of the position either with or without reasonable accommodation;
- Refuses to submit to a medical examination or provide the medical authority with the required medical history and information;
- The medical exam reveals current abuse of alcohol and/or illegal use of controlled substances under state or federal law (note, marijuana use is illegal under federal law);

- Has made a false or misleading statement in any part of the application, review or selection process;
- Has used or attempted to use political pressure or bribery to secure advantage in the selection process;
- Has failed to submit the application correctly or within the prescribed time limit;
- Has directly or indirectly obtained information regarding the testing materials which gives the applicant an unfair advantage; or
- Such other reasons determined appropriate by the City in its discretion.

3.4 EMPLOYMENT OF RELATIVES (NEPOTISM)

Business necessity requires the establishment of policies regarding the employment of immediate family and members of the same household in order to avoid conflicts of interest or the perception of favoritism and to assure and maintain accountability.

The immediate family (as defined in Section 1.5 Definitions), or any member of the same household of any current City employee will not be employed by the City under any of the following circumstances:

- When one of the parties would have authority or practical power to supervise, appoint, remove, influence salary or compensation decisions, or discipline the other;
- When one party would handle confidential material that creates the potential for improper or inappropriate access to that material by the other;
- When one party would be responsible for auditing or evaluating the work of the other; or
- When other circumstances exist that might lead to potential or perceived conflict among the parties or conflict between the interest of one or both parties and the best interests of the City.

Change in Circumstances: If two employees marry, begin sharing living quarters with one another, or become related by marriage or adoption, they are required to immediately notify the City and, if in the City's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to remain employed by the City unless appropriate action can be taken to reduce or eliminate the potential conflict, as determined by the City Manager. The decision as to which employee will remain with the City must be made by the two employees and communicated to the City within ten (10) business days following the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the City reserves the right to terminate either employee.

The City reserves the right to determine, in its discretion, in all cases if a close enough familial relationship exists to prohibit a supervisory relationship or even employment with the City.

3.5 TEMPORARY APPOINTMENTS

The City Manager may authorize temporary appointments for reasons including, but not limited to:

- To meet workload needs when a regular employee is on vacation, leave of absence, other leave or reassignment;
- To fill a vacancy until a regular employee is hired;
- To meet temporary, seasonal and/or peak workload needs including grant-funded projects, non-routine and special projects;
- Internships and/or job training programs;
- In response to emergencies, disaster or other urgent circumstances as determined by the City in its discretion.

As authorized by the City Manager, temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with applicable state and federal laws.

All temporary employees are employed on an at-will basis and are not entitled to any of the procedural protections set forth in this manual and may be terminated without cause. Temporary employees are paid on an hourly basis and may be eligible for medical insurance under the terms of the Affordable Health Care Act. They are not represented under any collective bargaining agreement and are not eligible to receive City benefits such as vacation, additional sick leave beyond what is required by State law, dental/vision insurance, or paid holidays.

Individuals previously employed as a temporary employee must complete an application form and participate in the evaluation process in order to be considered for rehire.

3.6 TRANSFERS AND PROMOTIONS

An employee may request a transfer to a vacant position of the same classification in the same or another department. Requests will be reviewed by the department head(s) with final approval by the City Manager. The City is under no obligation to agree to the request or allow the employee to transfer into the vacant position. The City Manager may transfer an employee to another position without a competitive hiring or selection process so long as the employee meets the qualifications, requirements and conditions of the position and can perform the essential functions of the job, either with or without

reasonable accommodation. Transfers must be in compliance with all other policies, collective bargaining agreements, civil service rules, and other written agreements.

The City Manager may promote an employee to another position without a competitive hiring or selection process. The employee must meet the qualifications, requirements and conditions of the position and be able to perform the essential functions of the job, either with or without reasonable accommodation. Promotions must be in compliance with all other policies, collective bargaining agreements, civil service rules, and other written agreements. The City reserves the right to seek qualified applicants outside of the organization at its discretion.

Transferred or promoted employees shall undergo a probationary period as described in Section 3.7 Probation Period.

3.7 PROBATION PERIOD

All newly hired employees shall enter a 12-month probation period that is considered an integral part of the selection and evaluation process. The probation period is designed to give the employee time to learn the job and the supervisor time to evaluate the employee and determine whether the match between the employee and the job is appropriate. The City Manager may authorize a department head to extend the probation period beyond the 12-month period due to circumstances including, but not limited to, an extended absence or a continued need to evaluate an employee's performance. If extended, "probation period" means the initial 12-month period plus any extensions. During the probation period the employee is not entitled to any of the procedural protections set forth in this Manual and may be terminated without cause or prior notice.

Once the probationary period is satisfactorily completed, the employee is considered a "regular" employee. Satisfactory completion of the probation period does not alter the at-will status, nor does it create an employment contract or in any way guarantee continued employment with the City. Unless specific rights are granted in collective bargaining agreements, civil service rules or elsewhere, the employee is considered an at-will employee and may be terminated from City employment at any time, with or without cause and with or without prior notice.

New Probation Period: All employees who are promoted, transferred, or demoted from their current position shall serve a new 6-month probation period unless waived or reduced by the City Manager. The City Manager may authorize a department head to extend the probation period beyond the 6-month period due to circumstances including, but not limited to, an extended absence or a continued need to evaluate an employee's performance. If extended, "probation period" means the initial 6-month period plus any extensions.

If at any time during the new probation period a promoted or transferred employee's performance in the new position is deemed unsatisfactory, the employee may be transferred back to the previous position held by the employee, if vacant, or to another position fitting the employee's skills and qualifications, within the limits of vacant authorized positions and subject to the discretion of the City

Manager. If the employee's previously held position is now occupied by another regular employee, the promoted or transferred employee may be separated from employment.

3.8 VETERANS PREFERENCE IN EXAMINATIONS

Veterans who apply for employment with the City shall receive preference in scoring of competitive examinations in accordance with applicable federal and state laws and civil service rules, if any.

3.9 MEDICAL EXAMINATIONS AND TESTING

The City may require applicants and current employees to undergo medical tests, procedures, or examinations whenever required by law and/or it is determined that these procedures are necessary for the safe or efficient operation of the organization and are job-related and consistent with business necessity. The City shall comply with all applicable law in making this determination.

As a condition of employment, after a conditional offer of employment has been made and prior to commencement of employment, applicants/employees may be required to undergo a medical evaluation or testing to determine their physical and/or mental fitness to perform work in the position to which appointment is to be made. See Section 3.3 Filling of Vacancies.

Employees may be required to have a medical examination or testing on other occasions when the examination is job-related, required by law and consistent with business necessity. For example, a medical examination may be required to ensure an employee can safely wear a respirator, when an employee is exposed to toxic or unhealthful conditions, requests an accommodation for a particular disability, is exposed to high noise levels in the workplace, returns from a leave due to a medical condition, or has a questionable ability to perform essential job functions due to a medical condition.

Medical examinations required by the City will be performed by a health care professional or licensed facility designated or approved by the City. Required examinations will be paid for by the City and the examination records will be treated as confidential to the extent required by law and kept in separate medical files.

3.10 IMMIGRATION LAW COMPLIANCE

Federal law requires that the City comply with the Immigration Reform and Control Act of 1986 and any amendments thereto. Accordingly, all new employees must complete an I-9 Form and provide proof of their identity and their eligibility to work in the United States. The City or its designee is responsible for obtaining the I-9 form from each employee and verifying his/her eligibility to work in the United States. Employees will be expected to complete the I-9 Form during their first day of work. The City will then properly complete the Employer Section of the I-9 Form. If a new employee is unable to provide the necessary documentation within three working days from the date of hire, he/she must provide proof

that he/she has applied for the required documents. If this is not provided, the employee will be terminated if required by law.

The City shall retain the I-9 form for at least three years after the date of hire or one year after the date of the individual's termination, whichever is later. Former employees rehired by the City must also complete the I-9 Form if they have not completed the Form within the past three years, or if their previous I-9 Form is no longer retained or valid.

CHAPTER 4 - HOURS AND ATTENDANCE

4.1 WORK DAYS AND WORK WEEK

Standard work days for the majority of regular non-exempt City employees are Monday through Friday, 8 a.m. to 5 p.m., with a one-hour unpaid lunch period, or 8 a.m. to 4:30 p.m. with a 30-minute unpaid lunch period. For most City employees, the designated workweek is forty (40) hours and begins on Monday at 12:01 a.m. and runs through 12:00 p.m. (midnight) Sunday. In order to meet job assignments and provide necessary City services, some departments such as Police and Fire, work groups, or individual positions may use a different designated workweek and have different scheduled work days and/or hours. The days and/or hours an employee is scheduled to work may be permanently or temporarily changed to meet City needs as determined by the supervisor or department head. Temporary employees will work hours as specified by their supervisor or department head. Additional Washington State Department of Labor and Industries work rules and restrictions apply for teenage temporary workers.

4.2 HOURS OF WORK AND OVERTIME

Matters involving wages and hours, including but not limited to minimum wage and overtime compensation, shall conform to applicable requirements of the federal Fair Labor Standards Act (FLSA), the Washington Minimum Wage Act (WMWA), Chapter 49.46 RCW, and any other applicable authority. All City of Chehalis positions are designated as either "exempt" or "non-exempt" according to the FLSA and WMWA regulations. Each employee's status may be obtained from Human Resources. Positions identified as "exempt" under the FLSA and WMWA are not entitled to overtime. Official payroll records are maintained by the Finance Department.

For non-exempt employees, timesheets must accurately document all time worked, all time taken off and charged to the employee's leave bank (vacation, sick leave, etc.), as well as any other pay category such as paid holidays or approved bereavement hours. Time worked and time taken off must be recorded on the actual days worked and/or taken off and should be recorded to the nearest quarter hour. Employees are required to report all of their time worked. Employee timesheets shall be created and submitted for payroll processing in accordance with the schedule created by the Finance Department. Due dates for submitting timesheets may be modified to accommodate payroll staff

workload and scheduling. Separate deadlines may also be established for requesting cash out of accrued compensatory time or other special payroll processes.

An employee's signature on his/her timesheet constitutes his/her verification that the time reported as worked, or as paid or unpaid leave taken away from work, was in accordance with City policies and all time has been recorded accurately. A supervisor's or department head's signature on an employee's timesheet constitutes his/her confirmation that appropriate effort has been made to verify the information on the timesheet and that to the best of the supervisor's or department head's knowledge, all time on the employee's timesheet has been recorded accurately and in accordance with City policies and terms of any applicable collective bargaining agreement. Falsifying or misrepresenting information of time worked or leave taken on timesheets or other time tracking reports, and working without recording time worked is strictly prohibited and may result in discipline up to and including termination.

Overtime pay and compensatory time off for non-exempt employees: Any City employee may be required, as a condition of employment, to work overtime when necessary as determined by his or her supervisor or department head. All overtime must be authorized in advance by the employee's supervisor or department head. Working overtime hours without proper authorization may result in employee discipline, up to and including termination.

Unless provided otherwise in a collective bargaining agreement, non-exempt employees are entitled to additional compensation, either in pay or compensatory time off (if compensatory time off is requested by the employee and approved by the City), when they work more than the maximum number of hours during an established workweek under applicable requirements of FLSA. Typically, this is forty (40) hours of work during a workweek (unless an alternative overtime threshold applies for police and fire department employees). Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the applicable overtime threshold. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time) is not counted as hours worked and therefore does not count towards overtime unless provided otherwise in a collective bargaining agreement.

Exempt employees: Exempt employees are not covered by the FLSA or WMWA overtime provisions and do not receive overtime pay or compensatory time regardless of the number of hours worked in any given workweek. An exempt employee is paid to perform a job; which may not necessarily be completed during regular work hours or within a normal workweek; and are not compensated based upon specific time worked. They are expected to be available for early morning and evening meetings and work outside of regular work hours, including weekends and holidays. While exempt employees have flexibility in their work schedules, they are expected to maintain good work habits, be accountable and available to their staff, department head and the City Manager, show demonstrated accomplishments, and make themselves regularly available during working hours to allow City business to be accomplished.

FLSA Exempt employees need not use leave banks for personal absences from work of less than four hours. If an FLSA exempt employee works fewer than four hours during a regularly scheduled workday, the actual number of hours of absence for that day will be deducted from the employee's leave bank

and the hours are recorded as an exception. No exception hours are recorded for an FLSA Exempt employee who works four hours or more during a regularly scheduled work day.

An exempt employee's signature on his/her exception form constitutes verification that the time reported as paid or unpaid leave taken away from work, is accurate and in accordance with City policies. A department head's or City Manager's signature on an exempt employee's exception form is his/her confirmation that to the best of the department head's or City Manager's knowledge, all information on the employee's exception form has been recorded accurately and in accordance with City policies.

The City Manager may require any employee to separately track their hours worked for purposes other than compensation. These purposes include, but are not limited to: project and/or grant management and tracking, productivity assessments, workload assessments, and cost allocation among departments.

4.3 COMPENSATORY TIME FOR NON-EXEMPT EMPLOYEES

Unless provided otherwise in a collective bargaining agreement, regular non-exempt employees may request the accrual of compensatory time ("comp time"), in lieu of overtime pay. Approval will be made on a case-by-case basis by the employee's supervisor or department head and the City is under no obligation to grant the accrual of comp time in lieu of overtime pay. If comp time accrual is approved, the non-exempt employee is credited in the payroll system with comp time at the rate of one and one-half times the hours worked. All earned and used comp time must be accounted for on the employee's time sheet. Maximum accruals of comp time shall be limited to eighty (80) hours and must be used within twelve (12) months of the time it was earned. Any comp time not used within twelve (12) months of its accrual will be cashed out in the next payroll process. All comp time cashed out for any reason will be paid at the employee's pay rate in effect at the time of payment. Employee comp time balances may be reviewed periodically as part of the City's financial process. The City retains the right to periodically cash out an employee's accrued comp time or any portion thereof.

Requests for the use of accrued comp time hours shall follow the same rules and guidelines as for Scheduling of Vacation Time in Section 8.2 Vacation Leave.

4.4 ATTENDANCE

Regular, reliable and punctual attendance is a condition of employment and is considered an essential function of the job for all City employees. All employees are expected to report to work as scheduled and perform productive work for the City during their scheduled work shifts. Employees must request and obtain prior permission from their supervisor for any use of accrued vacation, comp time, floating holiday or planned use of sick leave.

Employees unable to work or unable to report for work on time should follow departmental procedures for notifying their supervisor. Employees may be subject to discipline up to and including termination for being absent without authorization on a scheduled work day, for failing to report to work without notice or with insufficient notice, for excessive absenteeism or tardiness, or for other attendance and

tardiness problems. An employee who is absent without notification or authorization for three (3) consecutive scheduled work days shall be considered as having abandoned his or her job and will be separated from employment.

If an employee's ongoing attendance is impacted by a medical condition, the affected employee is expected to notify his or her supervisor or department head, and contact Human Resources to discuss reasonable accommodations such as a leave or temporary change in work schedule that may enable the employee to perform the essential functions of his/her position, including maintaining regular attendance.

4.5 EMERGENCY CONDITIONS

Reporting to work: It is the intent of the City that all City offices shall be open and in operation during established working hours. During times of inclement weather, natural or man-made disaster or other emergencies, it is essential that the City continue to provide vital public services. Unless the City notifies employees otherwise, employees are expected to make every reasonable effort to report to work and/or remain at work without endangering their personal safety or the safety of others. Should conditions exist that prevent an employee from reporting to work due to an emergency or extreme weather conditions, it is the employee's responsibility to contact his or her supervisor or department head to report the anticipated absence or late arrival to work. Regular non-exempt employees unable to work will be given the option of using accrued vacation or comp time for the hours missed. Supervisors and department heads may allow employees to make up the lost time by working additional hours within the same workweek.

Unauthorized absences, including failure to notify the City of an absence from work, may be subject to discipline.

Workplace Closures: The City may close any or all its offices and facilities and cease operations on any regular work day or portion of a work day, for reasons including but not limited to extreme weather conditions, natural and man-made disasters, emergencies that threaten the welfare or safety of employees and/or the public, or for any other reason as determined by the City Manager or his/her designee. Regular non-exempt employees unable to work due to such closure will be given the option of using accrued vacation or comp time for the hours missed. Under exceptional circumstances, the City Manager may authorize regular pay for non-exempt employees unable to work due to such closure or may allow employees to make up the lost time by working additional hours within the same workweek.

Employees are subject to call-back during disasters and other emergencies. See section 4.7 Call Back.

4.6 REST AND MEAL PERIODS

As required by the Washington State Department of Labor and Industries, all non-exempt City employees are entitled to take one (1) paid ten-minute rest period, near the midpoint of each work period, for every four (4) hours worked. Where the nature of the work permits, intermittent rest

periods equivalent to ten minutes every four hours may be taken in lieu of scheduled rest periods. All rest periods shall be arranged so they do not interfere with City business or service to the public and must be coordinated with other employees. Rest periods should not be combined with or added to lunch periods and may not be used to justify either a late arrival or an early departure from work. Misuse of rest periods may result in disciplinary action, up to and including termination of employment.

Employees who work for more than five (5) consecutive hours in a workday are allowed an unpaid meal period of at least 30 minutes and up to a maximum of 60 minutes, depending on the scheduled shift, beginning no less than two (2) hours or more than five (5) hours from the beginning of the shift. Meal periods shall be scheduled by the employee's supervisor. The scheduling of meal periods may vary depending on department workload and coordination with other employees. Employees must request and receive prior permission from their supervisor to waive their unpaid meal period. Previously approved requests may be revoked by the supervisor at any time.

Rest and meal period requirements may differ for employees who are under age eighteen (18) and/or employees covered by collective bargaining agreements.

4.7 CALL BACK

All employees are subject to being called back to work due to emergencies or as needed by the City to provide necessary services to the public. Unless provided otherwise in a collective bargaining agreement, non-exempt employees called back to duty will be paid their regular rate of pay for actual hours worked with a guaranteed minimum of two (2) hours. Overtime rules apply as outlined in Section 4.2 Hours of Work and Overtime. A refusal to respond to a call back may result in disciplinary action, up to and including termination.

Unless provided otherwise in a collective bargaining agreement, non-exempt employees who are contacted by phone while off duty to solicit information that is beneficial to the City will be paid their regular rate of pay for the duration of the call, if the duration of the call is more than de minimus.

4.8 STAND-BY

Employees on scheduled stand-by duty shall receive an allowance at the rate established for each stand-by hour or other established period of time. Stand-by duty time is not to be counted as hours worked for purposes of computing overtime hours or the earning of other benefits. If an employee on scheduled stand-by fails to respond to an attempt to make contact with the employee, the employee shall forfeit his/her stand-by allowance for the time period scheduled and may be subject to disciplinary action. If an employee is contacted while on stand-by duty, call back and contact terms of Section 4.7 Call Back shall apply, however the stand-by-duty allowance is suspended during this time.

CHAPTER 5 - COMPENSATION

5.1 SALARY CLASSIFICATION AND WAGE ASSIGNMENT

Each job title within the City of Chehalis is structured into a salary classification system. Each position is assigned a particular salary or salary range and becomes part of the City's salary and wage schedule, which is maintained by Human Resources. No employee shall be assigned to a salary range not conforming with the City's salary and wage schedule unless specifically approved by the City Manager in advance and in writing. Most, but not all salary ranges for the City consist of a series of five (5) "steps", A through E, with incremental increases in pay with each step. Compensation for each classification shall be set as to reflect, in the City's discretion, the differences in duties and responsibilities between positions. Wages for represented positions are negotiated in the collective bargaining process and are approved by the City Council for the contractual period of the agreement. Wages for non-represented positions are approved by the City Council through the annual budget process. The City Manager may set employee compensation and provide for raises and/or decreases in employee compensation based on performance, merit, longevity, additional tasks, cost-of-living adjustments and any other factors considered relevant by the City Manager.

5.2 POSITION DESCRIPTIONS AND RECLASSIFICATION

Position descriptions are intended to present a descriptive list of the representative duties, responsibilities and supervisory relationships of a classification, however descriptions are not intended to reflect all duties performed within a job. The position description sets forth basic information for each position including: title, summary of nature of work, essential duties and responsibilities, minimum requirements and qualifications, tools and equipment used in performing the job, and a summary of the physical demands and work environment an employee may encounter while performing the essential functions of the position. The City reserves its right to use or not use position descriptions as it determines appropriate in its discretion.

The content of any position description is intended to be descriptive rather than restrictive and shall not be construed to limit or modify the authority of the City Manager to take from, add to, eliminate entirely or otherwise change the job content of any position or position description. On either a temporary or permanent basis, the City reserves the right to change or modify an employee's work conditions and duties from those originally assigned and expects the employee's cooperation with the changes.

The City Manager may approve the reclassification of a position after review and consideration of operational needs, budgetary implications and any other factors considered relevant by the City Manager.

5.3 EMPLOYEE PAY RATES

Initial employment: Employees shall generally be paid within the limits of the wage range to which their positions are assigned. New employees will typically begin employment at the beginning wage rate (step A). However, with approval of the City Manager, a new employee may be employed at a higher rate than the beginning wages when the employee's experience, training or proven capability, or prevailing market conditions warrant the higher starting wage. Additionally, the City Manager may negotiate and authorize leave accrual rates and balances for a new employee above entry-level rates.

Step increases: An employee's eligibility to advance from his or her current salary step to the next step in the range will depend upon the employee's performance. Step increases are not granted automatically but may be recommended annually; typically on or near the anniversary date of the employee's entry into the position, for any employee who consistently meets or exceeds the standard requirements of the position. Step increases are subject to approval by the City Manager after consideration of performance evaluations and other information relevant to the employee's work performance provided by the supervisor and/or department head. The City Manager may authorize a step increase on a sooner than annual basis for an employee with exceptional work performance. No further step increases will occur once the employee has reached the top step of the assigned range. Step increases may be delayed or suspended for budgetary reasons at the sole discretion of the City Manager. No employee is entitled to receive a step increase at any particular time.

If an employee's performance is unsatisfactory, no step increase will be awarded until improvement is shown and additional evaluation is performed. If improvement is shown and a step increase granted, the City Manager will determine the effective date of the increase and the schedule for consideration of any future step increases.

Promotions: Any employee promoted to a position in a higher classification and salary range will normally be placed at the lowest step in the new range that results in a pay increase for the employee of at least 5%. The City Manager may authorize placement at a different step within the established range, however no employee's rate shall exceed the maximum rate of the new range.

Reinstatement to Former Position: When an employee is reinstated to a former position after an unsuccessful probationary period from a promotion or transfer, the employee will return to the salary step held prior to the promotion or transfer. When an employee who has been laid off returns to the same classification occupied immediately prior to layoff, the employee will return to the same salary step held at the time of layoff. Upon recommendation of the department head, the City Manager may authorize placement at a different step within the established range.

Compensation for Temporary Assignments: An FLSA non-exempt employee who is temporarily assigned as and performs the duties of another FLSA non-exempt position with a higher pay range for a period of sixteen (16) consecutive work hours or more shall be compensated at the top step of the higher pay range, or five percent (5%) over his or her existing base wage, whichever amount is less, for all hours worked during the temporary assignment. The City Manager may approve alternative compensation depending upon the conditions surrounding the temporary assignment. Such assignments will be in writing.

Any employee who is temporarily assigned by the supervisor, department head or City Manager and

performs the duties of an FLSA exempt (management) position with a higher pay range for a period of thirty-nine (39) consecutive work hours or more shall be compensated at the top step of the higher pay range, or fifteen percent (15%) over his or her existing base wage, whichever amount is less, for all hours worked during the temporary assignment. The City Manager may approve alternative compensation depending upon the conditions surrounding the temporary assignment. Such assignments will be in writing.

Performing the duties of the higher paying position means that during the majority of work hours, the employee is performing duties normally assigned to the higher paying position. During a temporary assignment to a higher position, the employee may also be expected to continue to perform some or all of his or her regularly assigned duties in addition to fulfilling the duties of the higher position. Some duties may be deferred. Temporary assignments may be due to the absence of another employee, a vacancy, an operational need or other conditions. The City is under no obligation to create temporary assignments, regardless of the absence of another employee, and temporary assignments shall not result in a classification change. Temporary assignments expected to last more than two weeks require prior approval by the City Manager.

Payroll Change Notices: Increases in employee base and longevity pay will typically be effective the beginning date of a pay period unless otherwise authorized by the City Manager. If an employee's anniversary date falls within the second half of the pay period, authorized step and longevity pay increases will become effective on the beginning date of the next pay period. Events decreasing an employee's pay, such as the end of an approved temporary assignment, will typically be effective the date the assignment ends unless otherwise authorized by the City Manager. Payroll change notices with appropriate signatures must be received and processed by the Finance Department before a pay change will take effect.

5.4 LONGEVITY PAY

As a way to recognize their long-time service, regular part-time and full-time employees receive longevity pay based upon the length of continuous employment with the City. Unless otherwise provided by a collective bargaining agreement, employees receive ten dollars (\$10.00) per pay period after completing five (5) continuous years of service and an additional ten dollars (\$10.00) per pay period for every continuous five (5) year period completed until employment with the City ends.

5.5 PAYDAYS, PAY PERIODS AND SALARY DRAWS

Employees will generally be paid on the last working day of the month for compensable hours from the 25th day of the preceding month through the 24th day of the current month. Any activity occurring after the 24th day of the month which impacts overtime or any other amount of pay owed will be reflected in the following payroll process.

5.6 DEDUCTIONS AND GARNISHMENTS

The City will withhold from the employee's paycheck those deductions required by law, applicable union contract, or statute, along with approved voluntary regular deductions authorized in writing by the employee.

Human Resources or the Finance Department will notify an employee if a writ of garnishment is being executed against the employee's earnings. No employee shall be discharged solely for having wages or salary subject to a writ of garnishment.

5.7 REPORTING COMPENSATION ISSUES

It is the City's policy to strictly comply with the requirements of the FLSA and WMWA and any other laws, collective bargaining agreements or employment contracts regarding compensation and deductions. The City prohibits improper deductions from the wages of its employees. While the City strives to ensure that every employee's paycheck is completely accurate, if an employee believes an error has been made in his or her paycheck, it should be immediately brought to the attention of the employee's supervisor and the Finance Department. The City will investigate the situation and correct any errors. The City reserves the right to correct errors in pay at any time, regardless of how or when the error was discovered or whether the error resulted in the overpayment or underpayment of the employee. In the event of overpayment(s) to the employee, the City Manager may allow the employee to enter into an agreement with the City to reimburse the City in a series of deductions or payments over a specified period of time until the City is fully repaid.

5.8 COMPENSATION UPON TERMINATION OR DEATH

Unless provided otherwise in a collective bargaining agreement, when employment with the City of Chehalis is terminated for any reason, the employee will receive the following compensation on the regularly scheduled payday corresponding to the date employment ended:

- Regular wages for all hours worked up to the time of termination which have not already been paid;
- Any accrued overtime or holiday pay;
- Accrued and unused vacation leave and compensatory time unless specifically disallowed elsewhere in this manual.
- Accrued and unused sick leave in accordance with Section 8.3 Sick Leave
- Less any benefits or previous payments made which are to be pro-rated based on the employee's termination date.

- Less any deductions for any unpaid personal expenses, for any expenses due to the failure to return City property as required prior to the date of termination or any other funds owed to the City as authorized by this manual or a separate agreement.

See Section 8.3 Sick Leave for payment of accrued and unused sick leave.

In case of an employee's death, payment shall be made in accordance with the provisions of RCW 49.48.120 pertaining to payment on employee's death.

CHAPTER 6 - EMPLOYEE DEVELOPMENT

6.1 PERFORMANCE EVALUATIONS

The City may conduct performance evaluations of regular full and part-time employees as it determines appropriate in its discretion. The purpose of the evaluation process is to provide employees with feedback on their performance and to establish whether or not an employee has demonstrated the ability to satisfactorily perform the duties of his/her position, including maintaining regular, reliable and punctual attendance, with or without a reasonable accommodation. The performance evaluation process provides a structured setting for employees and supervisors to discuss and clarify work expectations, set goals for the future and create plans for improvements, if needed. Employees are given the opportunity to express agreement or disagreement with the evaluation by writing in the comment section of the evaluation form and/or attaching an additional page, which will become part of the evaluation.

Performance evaluations are normally conducted by department heads or direct supervisors. The City endeavors to conduct performance evaluations on multiple occasions during an employee's probationary period, and once every twelve (12) months thereafter. However, the City reserves the discretion to alter the foregoing timeframes and conduct (or not conduct) performance evaluations as it determines appropriate in any particular circumstance. A current (within the previous 12 months), performance evaluation is required prior to the awarding of any merit based step increase unless waived by the City Manager or his/her designee. As noted above, performance evaluations may be conducted more frequently at the discretion of the department head or supervisor, including, but not limited to situations where an employee who has been subject to disciplinary action or where an employee has not demonstrated satisfactory work performance.

In the event an employee is not performing up to the City's and the supervisor's standards, the supervisor may identify the specific improvements needed and establish a time frame for improvement. If the employee fails to improve in the time frame specified, the employee may be subject to discipline, including but not limited to demotion or termination.

Performance evaluations are part of an employee's personnel records. Employee performance evaluations are not subject to grievance or complaint procedures.

6.2 TRAINING

Within the limits of available resources and operational needs, the City may offer training to increase employee skills, knowledge and abilities directly related to City employment; to obtain or maintain stipulated licenses and certifications; to meet legal and regulatory requirements; and to develop staff resources. Employees must receive prior approval by the employee's department head or supervisor to enroll in and attend training.

The department head or supervisor may establish training requirements and program standards,

recommend fiscal policies for training expenditures, maintain records of achievement for all City-sponsored training and evaluate training methods and results. When an employee is sent to training, he/she is expected to attend and actively participate in all aspects of the training.

Whenever possible, City-sponsored training will take place during regularly scheduled work hours; however a department head or supervisor may temporarily change the standard work hours to accommodate required attendance at training activities during normally off-duty hours. Schedules may also be adjusted to allow employees to attend non-required training, provided the training activity is designed to increase the knowledge, skills and abilities of an employee for the position he/she presently occupies. Interpreted in accordance with the FLSA, attendance at pre-approved training is generally considered time worked except where the training is voluntary, occurs outside regular business hours, is not directly related to the employee's job, and/or the employee performs no work during the training. (See also Section 9.10 Compensation for Travel Time)

6.3 TUITION REIMBURSEMENT

With prior approval of the City Manager, partial reimbursement of tuition may be granted for a formal study course from an accredited school, college or university provided the course is related to the employee's work and will increase his or her knowledge, skills and abilities to perform the work. Time spent in attendance at these courses shall be considered the employee's personal time. If approved by the City Manager, the affected employee's work schedule may be altered so the course does not occur during his/her regularly scheduled working hours. Books and supplies will be at the expense of the employee unless the City Manager approves otherwise. All of the following conditions, as well as any other conditions approved by the City Manager, must be met in order to receive tuition reimbursement:

- 1) The employee must be a regular full-time employee of the City;
- 2) The department head must determine that funds to reimburse the employee for tuition are available through appropriations in the current department budget;
- 3) Prior to enrollment, the City Manager and the department head must have approved the employee's course choice and educational institution;
- 4) Receipts and other documentation required for reimbursement must be submitted within sixty (60) days following the completion of the individual course of study or end of the semester; and,
- 5) The employee must complete the course with a minimum grade of "C" or equivalent.

The City reserves the right to grant or deny any request for tuition reimbursement as determined appropriate in its discretion.

6.4 EMPLOYEE'S TRAINING AND TUITION OBLIGATIONS

Prior to the approval of tuition reimbursement, the department head and the City Manager may negotiate an agreement with an employee that he/she will maintain employment with the City for a specified period of time as a condition for receiving tuition reimbursement as described above.

Employees who fail to maintain employment with the City for the specified period of time shall reimburse the City for all educational assistance provided to the employee on the basis of that agreement, and any amount owing may be deducted from the employee's final paycheck.

CHAPTER 7 BENEFITS

7.1 RETIREMENT BENEFITS

All City employees in eligible positions will participate in either the Public Employees Retirement System (PERS) or Law Enforcement Officers' and Firefighters' Retirement System (LEOFF), administered by the Washington State Department of Retirement Systems (DRS). Eligibility, benefit levels and employer/employee contribution rates for each system are established by the State of Washington. Employee contributions are made through payroll deductions.

The City of Chehalis makes contributions on behalf of all eligible employees to the Social Security System. Employee contributions are made through FICA payroll deductions. By prior election, Fire Department employees participating in the LEOFF retirement system do not participate in the Social Security System and therefore no employer or employee contributions are made on their behalf.

7.2 INSURANCE BENEFITS

Regular full and part-time employees may be eligible for medical, dental, vision and life insurance benefits as provided by applicable insurance policies, contracts or self-insurance programs maintained by the City. The City contributes towards the cost of premiums or expenses in the amounts authorized by the City Council through the approval of collective bargaining agreements for represented employees, and through the budgeting process for non-represented employees. The remainder of the premiums or expenses, if any, shall be paid by the employee through payroll deduction or direct payment to the vendor. The City reserves the right to make changes in the carriers and provisions of these policies, contracts or programs when it deems necessary or advisable, and shall provide notice as soon as practical to employees.

Temporary, seasonal and hourly employees are usually not eligible for insurance coverage unless required under the terms of the Affordable Health Care Act or other applicable authority.

7.3 DISABILITY BENEFITS AND WORKERS COMPENSATION

Regular, temporary, seasonal and hourly employees may be covered for on-the-job injuries or job-related illnesses by the Washington State Workers' Compensation Program. Eligibility, benefit levels and employer/employee contribution rates are established by the State of Washington Department of Labor and Industries (L&I). Employee contributions are made through payroll deductions.

Employees are required to immediately report all job-related accidents and injuries to their supervisor. Supervisors should notify Human Resources of all incidents and complete a City Accident/Incident Report. See Section 9.11 Accident Prevention and Safety.

7.4 RETURN TO WORK

Before being allowed to return to work, an employee who has been away from work due to an injury or illness may be required, when determined appropriate by the City, to provide a written statement from an appropriate health care provider certifying that the employee is able to return to work and perform the essential functions of his/her job, either with or without a reasonable accommodation.. If restrictions or limitations are placed on the employee's ability to perform the essential functions of his/her job, the City's ability to reasonably accommodate the employee's restrictions will be evaluated in full compliance with applicable law. See Section 2.2 Reasonable Accommodation of Disabilities.

Workers Compensation Leave: Unless provided otherwise in a collective bargaining agreement, the City will discontinue the health care benefits of an employee continuing to receive Workers Compensation time loss benefits who has exhausted all other City provided leave benefits (such as, for example, accrued vacation and sick leave, and donated leave), unless an exception is made by the City Manager. The employee may continue health insurance benefits by self-paying insurance premiums for the remainder of the time he/she receives Workers Compensation benefits, unless that time frame exceeds the period provided under COBRA. See also Section 8.8 Family and Medical Leave (FMLA) and Section 8.10 Donated Leave.

COBRA Rights: Upon an employee's termination from City employment or upon commencement of 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 may be charged to the employee or his/her dependents electing to exercise their COBRA continuation rights. Employees should contact Human Resources for more information and procedures for requesting COBRA benefits.

7.5 UNEMPLOYMENT COMPENSATION

Individuals may qualify for unemployment benefits following separation from employment with the City. Eligibility for unemployment benefits is determined by the State Employment Security Department.

7.6 EMPLOYEE ASSISTANCE PROGRAM

The City of Chehalis provides a contracted Employee Assistance Program (EAP) to assist employees and household members through a variety of confidential mental, physical, financial and legal support services. Employees are encouraged to use this helpful program and should contact their supervisor and Human Resources for more information and contact information for EAP.

CHAPTER 8 - HOLIDAYS AND LEAVES

8.1 HOLIDAYS

The following are recognized as paid holidays for all regular full and part-time employees unless provided otherwise in a collective bargaining agreement:

| | |
|-------------------------------------|--------------------------|
| New Year's Day | January 1st |
| Birthday of Martin Luther King, Jr. | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving | Day after Thanksgiving |
| December 25 | |

Recognized holidays falling on a Saturday shall be observed by the City on the preceding Friday. Holidays falling on a Sunday shall be observed by the City on the following Monday. When a holiday falls within an employee's approved period of paid leave, the employee will be paid for the holiday and the employee's absence will not be charged against the employee's accrued leave benefits.

When a recognized holiday falls on an employee's regularly scheduled day off, the employee shall receive compensation for the holiday and shall take eight (8) hours off (pro rata for regular part-time employees) on another day during the same work week in which the holiday was observed. Scheduling of the alternate day off must be approved by the employee's supervisor.

Temporary, seasonal and hourly employees routinely working fewer than twenty (20) hours per week are not entitled to holiday pay. Temporary, seasonal and hourly employees who are required or approved to work on a holiday will be paid only for hours actually worked on the holiday and those hours will be paid at the employee's regular rate of pay, except when FLSA overtime pay would apply.

Floating Holiday: In addition to the holidays specified above, each regular full and part-time employee shall receive one (1) floating holiday each calendar year. Floating holidays for newly hired employees shall be available for use in the pay period following the completion of seven (7) continuous months of employment. Floating holidays for all other eligible employees will be awarded and available for use as of January 1st each calendar year. Any unused floating holiday hours shall be forfeited without compensation at the conclusion of the last day of the calendar year or upon separation of employment for any reason. Requests for the use of floating holiday hours shall follow the same rules and guidelines as for Scheduling of Vacation Time.

Compensation for Holidays: Unless provided otherwise in a collective bargaining agreement, regular full-time employees will receive eight (8) hours of compensation for recognized holidays and the floating

holiday, regardless of the length of the employee’s regular work schedule. Non-exempt employees working alternative schedules (example 10-hour days), shall use accrued vacation hours to cover those hours not compensated by holiday or floating holiday pay hours. Regular part-time employees will receive holiday and floating holiday compensation on a pro rata bases.

Working on a Paid Holiday: Non-exempt, regular full or part-time employees who are required or approved to work on a recognized holiday will be paid for the holiday as described above, and will also receive one and one-half (1 ½) times the employee’s regular rate of pay for any time worked on the holiday. Such worked holiday time must be pre-authorized by the employee’s supervisor. Exempt employees receive no additional compensation for working on a recognized holiday.

Religious Holidays: The City will make a good faith effort to accommodate an employee’s religious beliefs. If an employee's religious beliefs require observance of a holiday not included in the above list of observed holidays, the employee may, with supervisor approval, take the day off using available accrued vacation, comp time, or floating holiday hours. Requests for the use of time off for religious holidays shall follow the same rules and guidelines as for Scheduling of Vacation Time.

Unpaid Absences for Reason of Faith or Conscience: In accordance with RCW 1.16.050, employees may elect to take up to two (2) workdays off without pay each calendar year for “reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.” Requests for the use of unpaid leave for reasons of faith or conscience shall follow the same rules and guidelines as for Scheduling of Vacation Time. Employees must include in their request that they wish to use unpaid leave for reasons of faith or conscience. The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

8.2 VACATION LEAVE

Regular full-time employees, including probationary employees, shall accrue vacation leave in accordance with the following schedule unless provided otherwise in a collective bargaining agreement. Accrual will be pro rata based on compensable hours for regular part-time employees and for initial hiring and separation pay periods for all vacation leave eligible employees.

| Completed Years of Service | Days Accrued Annually | Hours Accrued Each Pay Period |
|----------------------------|-----------------------|-------------------------------|
| 0 | 11 | 7.33 |
| 1 | 11 | 7.33 |
| 2 | 12 | 8.00 |
| 3 | 13 | 8.66 |
| 4 | 14 | 9.33 |
| 5 - 6 | 15 | 10.00 |
| 7 | 16 | 10.66 |
| 8 | 17 | 11.33 |
| 9 | 18 | 12.00 |

| | | |
|---------|----|-------|
| 10 | 19 | 12.66 |
| 11 - 12 | 20 | 13.33 |
| 13 - 14 | 21 | 14.00 |
| 15 - 17 | 22 | 14.66 |
| 18 - 19 | 23 | 15.33 |
| 20+ | 24 | 16.00 |

Any accrued leave will transfer with an employee moving to a new position within the City. Employees do not accrue vacation leave benefits during a leave without pay, while suspended without pay, or during layoff. Temporary, seasonal, and hourly employees routinely working fewer than twenty (20) hours per week are not eligible to receive vacation leave benefits.

Vacation leave accrues at the end of each pay period and may not be used before it accrues. Vacation leave may be used in one-quarter (1/4) hour increments for non-exempt employees and in increments equal to a full regular workday (e.g. 8 hours) for FLSA exempt employees. Employees using vacation leave shall be compensated at their current rate of pay and no employee shall receive compensation for unearned vacation leave hours. Holidays and other regular days off shall not be charged against vacation leave. The department head, in consultation with Human Resources, may authorize the use of leave accrued within the pay period it is earned when an employee does not have sufficient accrued leave to cover unanticipated or required absences.

Scheduling of Vacation Time: Each department is responsible for establishing methods and time requirements for department employees to submit requests for vacation leave and for supervisors to review requests and either approve, deny or modify an employee’s leave request. Employee use of accrued vacation time should not unduly disrupt departmental operations. In all situations, the City reserves the right to approve or deny a request for vacation usage and may deny a request because of lack of notice, work demands or other relevant factors, or may revoke or modify a vacation leave due to an emergency or urgent operational need. Employee absences without proper prior approval may result in discipline, up to and including termination. The above policy also applies to the approval and scheduling of accrued comp time and floating holidays.

Limitation on Vacation Accruals: Unless provided otherwise in a collective bargaining agreement, vacation leave may be carried over from one calendar year to the next so long as the total carried over is not greater than three hundred eighty four (384) hours. Accrued vacation hours in excess of three hundred eighty four (384) hours will be forfeited without compensation following the last day of the calendar year. Under special circumstances, the City Manager may approve carry over of additional vacation leave hours and a time limit for the use of those hours.

Vacation Cash Out at Separation of Employment: Unless provided otherwise in a collective bargaining agreement, employees who have satisfactorily completed their initial probation period with the City shall be paid for any unused accrued vacation leave up to three hundred eighty four (384) hours upon separation of employment. Employees who have not satisfactorily completed their initial probation period with the City shall not receive compensation for any unused accrued vacation leave. Employees who have satisfactorily completed their initial probation period and whose employment is terminated due to reduction in force or layoff shall be paid for all unused accrued vacation leave without limit.

Impact of Lapse of Service on Vacation Accrual: With the exception noted below, an employee who has separated from employment with the City and later returns to employment, regardless of positions held, shall be treated as a new employee and shall accrue leave and establish seniority and other benefits based on the most current date of hire. Exception – An employee whose employment was terminated due to reduction in force or layoff and who returns to employment with the City within twenty-four (24) months following separation shall accrue vacation leave based on the employee’s total years of employment as a regular employee with the City.

8.3 SICK LEAVE

Sick leave is provided as a benefit to employees and its use is restricted to qualifying conditions. Employees are encouraged to accumulate sick leave so that it is available when needed for unforeseen injuries or illnesses.

8.3.A Sick Leave Accrual Policy for Regular Full and Part-Time Employees:

Unless provided otherwise in a collective bargaining agreement, regular full-time employees, including probationary employees, shall accrue paid sick leave at the rate of eight (8) hours leave per pay period of continuous full-time employment. Accrual will be pro rata based on hours earned for regular part-time employees and for initial hiring and separation pay periods for all sick leave eligible employees.

Any accrued leave will transfer with an employee moving to a new position within the City. Employees do not accrue sick leave benefits during a leave without pay, while suspended without pay, or during layoff.

Sick leave accrues at the end of each pay period and may not be used before it accrues. Sick leave may be used in one-quarter (1/4) hour increments for non-exempt employees and in increments equal to a full regular workday (e.g. 8 hours) for FLSA exempt employees. Employees using sick leave shall be compensated at their current rate of pay and no employee shall receive compensation for unearned sick leave hours. The department head, in consultation with Human Resources, may authorize the use of leave accrued within the pay period it is earned when an employee does not have sufficient accrued leave to cover unanticipated absences.

Holidays and other regular days off shall not be charged against sick leave. If an employee becomes ill or disabled while on paid vacation leave, the portion of time the employee is ill or disabled may be charged to sick leave provided the employee provides prompt notice of the disability or illness to his/her supervisor.

Limitation on Sick Leave Accruals: Unless provided otherwise in a collective bargaining agreement, sick leave accrual is capped at nine hundred (900) hours for employees hired prior to February 25, 2013. Sick leave hours in excess of nine hundred (900) hours will be forfeited. However, employees who accumulated more than nine hundred (900) hours as of the pay period ending February 24, 2013 will not forfeit any hours already earned, but will not accumulate any additional hours until such time their sick

leave balance is under nine (900) hundred hours.

For employees hired after February 24, 2013, sick leave accrual is capped at four hundred fifty (450) hours. Sick leave hours in excess of 450 hours will be forfeited at the end of each pay period.

Sick leave may be carried over from one calendar year to the next so long as the total carried over is not greater than the caps stated above.

8.3.B Sick Leave Policy for Non-Regular Full or Part-Time Employees:

All City employees who are not regular full or part-time employees will only accrue the paid sick leave required by the Washington Family Care Act, which is one (1) hour of paid sick leave for every 40 hours worked for the calendar year. These employees shall begin to accrue paid sick leave at the start of their employment with the City and shall be eligible to use their accrued sick leave 90 calendar days after starting employment.

There is no cap on the amount of paid sick leave hours an employee may accrue within one (1) calendar year. Provided, however, employees may only carry over a maximum of 40 hours of accrued, but unused, paid sick leave from one calendar year to the next. Accrued, but unused, paid sick leave in excess of 40 hours may not be carried over into the next calendar year and shall be forfeited without compensation.

The City shall compensate paid sick leave hours at the employee's regular rate of pay, excluding overtime rates (if applicable).

Employees shall not accrue paid sick leave for hours paid while not working to the extent applicable (such as, for example, while using paid sick leave).

8.3.C Allowable Uses of Sick Leave:

Paid Sick Leave May be Used for the Following:

- (i) An employee's mental or physical illness, injury, or health condition;
- (ii) Preventative care such as medical, dental or optical appointments and/or treatment;
- (iii) Care of a family member with an illness, injury, health condition and/or preventative care such as a medical, dental, or optical appointment;

- (iv) Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reason;
- (v) If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking;
- (vi) For bereavement of a family member; and
- (vii) Any other circumstance mandated by Washington's Family Care Act (or other applicable law).

Authorized Use of Paid Sick Leave for "Domestic Violence, Sexual Assault or Stalking Includes":

(i) Seeking legal or law enforcement assistance or remedies to ensure the health and safety of the employee and/or their family members. This includes, without limitation, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.

(ii) Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.

(iii) Attending health care treatment for a victim who is the employee's family member.

(iv) Obtaining or assisting the employee's family member in obtaining services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.

(v) To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.

(vi) Participating, for the employee or for the employee's family member, in: safety planning; temporary or permanent relocation; or other actions to increase safety from future incidents of domestic violence, sexual assault, or stalking.

Definition of "Family Member":

For purposes of this Policy, "family member" means a:

- A. Child (including a biological, adopted, 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);
- B. 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;
- C. Spouse or registered domestic partner;
- D. Grandparent;
- E. Grandchild; or
- F. Sibling.

8.3.D Notification for Planned Use of Sick Leave Time: Each department is responsible for establishing methods and time requirements for department employees to submit requests to use sick leave for allowable absences where the date and time of the scheduled appointment and/or procedure is known in advance (e.g. scheduled doctor or dentist appointment). As a general rule, if an employee's need for paid sick leave is foreseeable, he/she shall provide notice to his/her supervisor as early as possible and no later than 10 calendar days in advance. Employees should make every effort to schedule appointments at times that will not unduly disrupt departmental operations and are expected to be at work before and after their scheduled appointments/procedures. Employees desiring to be absent from work beyond their appointment/procedure and a reasonable commute time to and from their appointment must request vacation leave for the additional hours away from work. Employee absences without proper prior approval may result in discipline, up to and including termination.

8.3.E Notification for Unplanned Use of Sick Leave Time: In order to qualify for sick leave pay under allowable unplanned conditions, an employee must notify his or her supervisor (or designee), of the need for absence as near as possible to the beginning of the employee's scheduled shift. An employee wishing to use sick leave must provide the reason for his/her absence with sufficient information to verify that the leave fits within one of the criteria outlined above, and the anticipated date of return to work, if known.

The employee wishing to utilize sick leave benefits shall provide information to his/her supervisor on a daily basis, unless the supervisor has instructed the employee that less frequent updates are acceptable. To receive sick leave pay in excess of three (3) consecutive working days, an employee must present written verification from a health care provider confirming that the employee's absence fits within the criteria outlined above. Employees shall provide this written verification within ten calendar days upon his/her return to work.

If an employee believes that the foregoing verification requirement will result in an unreasonable burden or expense, the employee shall submit a written justification to Human Resources that explains why the employee cannot comply with the verification requirement. Upon receipt of the employee's written justification, the City will review the same. If the City agrees that the verification requirement is an unreasonable burden or expense to the employee, the City will make a reasonable effort to identify alternatives for the employee to meet the verification requirement in some other manner (including consideration of whether it would be appropriate for the employee to submit a personal written statement addressing the need for use of paid sick leave).

If an employee is using paid sick leave for purposes authorized under the Family Medical Leave Act ("FMLA"), the verification requirements outlined under the FMLA shall supersede the requirements set forth in this Policy.

To the extent permissible by law, the City may: (i) require additional documentation from the health care provider if it believes more information is needed and/or if the absence persists beyond the time frame outlined in the health care provider's initial confirmation; and/or (ii) also require a written release from a health care provider prior to allowing an employee to return to work.

Failure to provide proper and timely notification of the need to utilize sick leave and/or failure to provide required or requested documentation from a health care provider may result in denial of sick leave pay and/or the requested absence. Unauthorized absences may result in disciplinary action.

8.3.F Sick Leave Abuse: Patterns of leave that reasonably appear to indicate an abuse of sick leave will be evaluated and may result in the employee receiving counseling from his/her supervisor. Absences found to be an abuse of the use of sick leave may result in disciplinary action, up to and including termination. The ability to work regularly is a requirement for continued employment.

Examples of sick leave abuse and patterns include, but are not limited to:

- A pattern of calling in sick on Fridays, Mondays, the day before or after a holiday or vacation leave or the beginning and/or end of the workweek;
- An unjustified number and frequency of absences, tardiness, or early departures;
- Failing to give advance notice of an absence when possible;
- Failing to report an absence properly;
- Failing to get permission for leaving early or arrive late due to illness or disability; and
- Failing to submit required and/or requested documentation from a health care provider.

8.3.G Sick Leave Cash Out at Separation of Employment (Only Applicable to Regular Full and Part-Time Employees): Unless provided otherwise in a collective bargaining agreement, the following will be used to determine compensation for unused sick leave at separation of employment:

For employees hired prior to February 25, 2013:

- 1) Divide the number of completed years of service with the City (up to a maximum of thirty (30) years) by thirty (30); then
- 2) Multiply the result, times the number of accumulated sick leave hours. If the product is greater than seven hundred twenty (720), use seven hundred twenty (720). If the product is seven hundred twenty (720) or less, use the actual product; then
- 3) Multiply that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave.

For employees hired after February 24, 2013, unused sick leave hours will not be cashed out upon separation of employment for any reason.

8.3.H Sick Leave Restoration Upon Rehire

If an employee leaves his/her employment with the City and is rehired within 12 months of separation, the City will reinstate the employee's previously accrued, but unused, paid sick leave balance (if any) which the City has not previously cashed out.

In addition, if the City rehires an employee within 12 months of his/her separation of employment, the City will not require the employee to wait another 90 days to use his/her accrued, but unused, paid sick leave if the employee met that requirement during their previous period of employment. If the employee did not meet the 90-day requirement for the use of paid sick leave prior to separation of employment, the City will count the previous period of time that the employee worked for the City towards the 90 days for purposes of determining the employee's eligibility to use paid sick leave.

8.3.I Coordination of Sick Leave Usage with Other Benefits: Except as otherwise provided by applicable law, if an employee is absent from work due to illness or injury for which the employee is receiving payment under the Workers Compensation or any other state mandated plan, the City's obligation shall be limited to the difference between the employee's regular wages and the amount received by the state or other agency. Since L&I time loss compensation is typically less than an employee's base wages, employees may make up the difference by using accrued sick leave and/or other available leave to achieve full base wages. In order to prevent duplication of benefits, payments received by the employee through combining time loss compensation with sick leave and/or other available leave may not exceed one hundred percent (100%) of the employee's base wages. Total compensation may be controlled by either:

- 1) The employee using only enough hours of accrued sick leave and/or other available leave to supplement time loss compensation to achieve full regular base wages; or by
- 2) The employee using accrued sick leave and/or other available leave for all time loss hours and using all time loss pay received from L&I to "buy back" sick leave and/or vacation hours previously deducted from his/her accrued leave bank. "Buy back" is most easily accomplished by the employee turning over L&I time loss payment checks, endorsed to the City of Chehalis, to the Finance Department. Based upon the employee's hourly rate and the amount of worker's compensation time loss received, the Finance Department will determine the equivalent number of hours of sick leave and/or other leave to be bought back.

If an employee fails to promptly or fully turn time loss pay received from L&I over to the City, the City will deduct from the employee's pay any amounts received by the employee in excess of one hundred percent (100%) of the employee's base wages. Failure or refusal to re-pay the City for any duplication of benefits as required by this policy will be considered fraudulent and may subject the employee to discipline, including termination.

An employee who has exhausted all accrued sick leave, vacation and/or compensatory time may request donated leave in accordance with Section 8.10 Donated Leave.

8.4 BEREAVEMENT LEAVE

When a death occurs in a regular full-time employee's Immediate Family (as defined in Section 1.5 Definitions), the employee shall be granted two (2) days of bereavement leave without loss of pay. Bereavement leave shall be limited to no more than (8) hours per day for a total of up to sixteen (16) hours, regardless of the length of the employee's daily shift. Benefits for regular part-time employees shall be pro rata. An employee may supplement bereavement leave with accrued sick or other accrued leave as provided for by the leave policies contained in this Manual. Temporary, seasonal and hourly employees routinely working fewer than twenty (20) hours per week are not eligible to receive paid bereavement leave.

At the discretion of the department head and with the concurrence of Human Resources, additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the department head believes the employee had a close relationship with the deceased (or if otherwise required by applicable law). Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

8.5 LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay is a potential privilege the City may extend in appropriate situations allowing an employee to take a specified period of time off from work for medical or personal reasons. Leave without pay, if granted to an employee, shall generally be of a temporary and short duration. In appropriate circumstances (as determined by the City in compliance with applicable law), the City may also grant an employee a leave of absence without pay as a reasonable accommodation. Provided, however, no employee shall be "entitled" to receive a leave of absence without pay unless otherwise required by law.

A leave of absence without pay must be requested in writing and be submitted to the employee's department head and Human Resources for recommendation to the City Manager for final approval. The written request for leave without pay shall state: 1) reason for requesting leave; 2) date leave is to begin; and, 3) the anticipated date of return to work. Additional information regarding the requested leave may be required. The City reserves the right to require any employee requesting leave without pay due to their own illness or health condition to present appropriate medical certification verifying the need for the leave.

The City reserves the right to approve or deny any leave requested. Each case will be considered on the unique circumstances surrounding the reason for the request and the needs and obligations of the City. Granting or refusing a leave of absence without pay is at the sole discretion of the City Manager. Any decision made regarding the granting or denial of a leave of absence without pay shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

Unless otherwise required by collective bargaining agreement or law, an employee shall not accrue vacation, sick leave, longevity, or receive holiday pay or other benefits while on leave without pay

status, however these benefits will be prorated for any portion of the pay period when the employee does work or uses accrued paid leave.

A non-FMLA intermittent or continuous leave of absence without pay of more than 12 workdays in a pay period will result in the proration of the employer's portion of the premium for medical, dental, and vision benefits. The increase to the employee's portion of the premium for the specific pay period will be deducted from the employee's pay. This policy is designed to allow the employee to maintain insurance benefits through prolonged unpaid absences from work.

In addition, unless otherwise required by collective bargaining agreement or law, a non-FMLA intermittent or continuous leave of absence without pay of greater than thirty (30) calendar days shall result in adjustment of the employee's "length of service" calculations for the length of the unpaid leave. Such calculations include, but are not limited to, vacation accrual rate, amount of longevity pay and length of service.

Employees on leave of absence without pay may return early from leave if they notify their supervisor in advance. An employee who fails to return from leave on or before the agreed upon date shall be deemed to have voluntarily quit and employment will be separated. Requests to extend an unpaid leave of absence must be made in writing and will be treated as a new request, requiring approval of the City Manager as outlined above.

The City reserves the right to require any employee returning from an unpaid leave of absence necessitated by their own illness or health condition to present documentation from an appropriate health care provider certifying that the employee is able to safely return to work and perform the essential functions of their job, with or without a reasonable accommodation.

Revocation of Leave Without Pay: The City Manager may revoke an employee's leave without pay if the leave was granted under false pretenses, if the cause for such leave has ceased to exist, or if otherwise determined appropriate in the City Manager's discretion.

8.6 JURY AND WITNESS DUTY LEAVE

Jury Duty: The City encourages employee participation in jury duty and does not discriminate against or deny promotion opportunities to employees who take time off to respond to a summons or serve as jurors. The City reserves the right to ask employees to request a postponement of jury duty on the grounds of hardship if the employee's absence from work would cause significant disruption to operations.

In accordance with Chapter 2.36 RCW, employees will be allowed necessary leave from employment to serve on the jury of a federal, state, or municipal court. In the case of regular full-time and regular part-time employees, such leave shall be paid for up to four (4) weeks jury duty time actually served in a twelve month period. All other jury duty leave shall be unpaid. Employee's may use accrued vacation, comp time and/or personal holiday hours for jury duty extending beyond four (4) weeks, or may request

an unpaid leave of absence. As state law RCW 2.36.150 provides that payments received by jurors from the court for each day's attendance constitute "expense payments", the City does not require employees to remit such payments to the City including for periods of paid leave. Employees must give the City prompt notice of the call for jury duty, and in order to be eligible to receive paid jury duty leave the employee must furnish the City a written statement from the court showing the dates and times of jury duty served.

Witness Duty: All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid (accrued vacation, comp time and/or personal holiday hours may be used), unless the employee is a witness on behalf of the City in a case involving the City or in connection with the employee's official City duties.

Employees on jury or witness leave are expected to maintain regular contact with their supervisor and to update the supervisor on anticipated return to work or ongoing absence. If an employee is released from jury duty or as a witness by the court and one (1) or more hours of the employee's scheduled workday remain for the day, the employee is to immediately inform the appropriate supervisor and report to work if requested to do so. All hours spent on jury or witness duty should be clearly marked as such on the employee's timesheet.

Employees who are on leave from work because of jury duty will retain seniority and all benefits.

8.7 ADMINISTRATIVE LEAVE

The City may, in its discretion, place an employee on administrative leave, with or without pay, for an indefinite period of time pending completion of an investigation or other administrative proceeding, or for such other reasons as the City determines appropriate. The decision to place an employee on paid administrative leave does not constitute disciplinary action. Any decision made regarding placing an employee on administrative leave shall not be considered as precedent setting for any subsequent decision made in accordance with this provision.

8.8 FAMILY AND MEDICAL LEAVE ACT (FMLA) AND THE WASHINGTON PAID FAMILY AND MEDICAL LEAVE ACT (PFL)

8.8.A OVERVIEW

City employees may be eligible for leave for qualifying family or medical reasons in accordance with the federal Family and Medical Leave Act (FMLA) and/or the Washington Paid Family and Medical Leave Act (PFL). Required notice regarding employee rights and responsibilities under FMLA and PFL is posted in break rooms and provided to employees upon hire. Nothing in this policy affects or supersedes any federal or state law or collective bargaining agreement that may provide greater entitlements to medical or family leave than those set forth in this policy.

8.8.B PFL LEAVE

Effective January 1, 2020, Washington employees who have worked more than 820 hours in the qualifying period and whom have experienced a qualifying event have access to leave under the PFL. Depending on the employee's circumstances, eligible employees will qualify for between 12 and 18 weeks of PFL leave per year.

Employees who have missed work due to family or medical reasons may be eligible for partial paid leave: (i) to care for and bond with a child younger than 18 following birth or placement; (ii) to care for themselves or a family member (as defined by the PFL) experiencing a serious health condition (as defined by the PFL); and (iii) for certain military-connected events.

PFL requires the employee to give the City written notice at least 30 days in advance of when he/she plans to take leave. However, if the reason the employee needs leave was not foreseeable, the employee may notify the City as soon as possible.

PFL leave is administered through Washington Employment Security Department (ESD). For more information about how to apply for benefits under PFL, please visit www.paidleave.wa.gov and/or contact ESD directly at 833-717-2273. In addition, ESD has published a guide that provides information on how to apply for benefits and submit weekly claims under PFL. This guide also explains an employee's rights and responsibilities under PFL. You may download this guide at: www.paidleave.wa.gov/benefit-guide

Please note that, except during the waiting week, employees cannot use City provided paid time off at the same time as PFL leave, unless the City chooses to offer a "supplemental benefit". Supplemental benefits can be used along with PFL leave to provide additional pay while an employee receives partial wage replacement through PFL benefits. Employees may accept or reject supplemental benefit payments. The City has chosen to allow employees to use their paid leave options (if any) while on PFL leave up to an amount that would allow the employee to receive his/her regular wages during the leave period.

As with other forms of leave, not all details are outlined in this policy. Employees should contact Human Resources for more information. If the City becomes aware of leave that may qualify for PFL, the City will provide the employee with information regarding the employee's eligibility, rights and responsibilities under the PFL and will direct the employee to the appropriate resources at ESD to apply for PFL leave.

8.8.C. FMLA Leave

Concurrent with PFL Leave: Please note that any PFL leave taken by an employee will run *concurrently* with any leave taken by the employee under the FMLA.

Leave under FMLA: As with other forms of leave, not all details are outlined in this policy. Employees should contact Human Resources for more information. If the City becomes aware of leave that may qualify for FMLA, the City will provide the employee with information regarding the employee's eligibility, rights and responsibilities under FMLA.

Eligibility: To be eligible for leave under the FMLA and this policy, an employee must have been employed by the City for at least twelve (12) months, must have worked at least 1,250 hours during the preceding twelve (12) month period from when the employee requests FMLA leave and must not have exhausted all family medical leave benefits for the current period.

Required Use of Accrued Leave: FMLA leave is unpaid leave. However, employees are required to use any accrued/available paid sick leave, vacation, comp time and floating holiday hours available to them as part of their FMLA leave. Once all paid leave options are exhausted, the employee will remain on unpaid leave for the balance of their FMLA leave period.

Leave Entitlement: An eligible employee may request up to twelve (12) weeks of FMLA leave per “leave year” for one or more of the following reasons:

- 1) To care for the employee’s child upon birth, or to care for a child upon the child’s placement with the employee for adoption or foster care;
- 2) To care for a spouse, registered domestic partner, child, or parent who has a “serious health condition” as defined below;
- 3) To care for self, if the employee has a serious health condition that makes the employee unable to perform the functions of his or her position, including incapacity due to pregnancy, prenatal medical care or childbirth;
- 4) For a “qualifying exigency” as defined in Section 8.9 (see Family Leave Due to a Call to Active Duty);

The City defines “leave year” as the rolling twelve (12) month period measured forward from the date of an employee’s first use of FMLA leave for a qualifying event.

If a married couple is employed by the City, FMLA leaves may be restricted to a combined total of twelve (12) weeks in a twelve (12) month period for the birth or adoption or foster care placement of a child, or the care of the employee’s parent with a serious health condition. Each spouse is, however, eligible for the full 12 weeks of leave in the 12-month leave period to care for a child or spouse with a serious health condition, or for either employee’s own serious health condition.

Serious Health Condition:

For purposes of this Policy, a “serious health condition” means: (a) an illness, injury, impairment, or physical or mental condition that involves “inpatient care” (i.e., an overnight stay in a hospital, hospice or residential medical-care facility, including any period of “incapacity” or any subsequent treatment in connection with such inpatient care) or (b) continuing treatment by a health care provider as defined below:

A “serious health condition” involving “continuing treatment by a health care provider” means any one or more of the following:

a. Incapacity and Treatment. A period of “incapacity” (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) of more than three consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(i) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(ii) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

* Treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

* The health care provider shall determine the question of whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period.

b. Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care.

c. Chronic Conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(i) Requires periodic visits (meaning at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

d. Permanent or long-term conditions. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer’s, a severe stroke, or the terminal stages of a disease.

e. Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

- (i) Restorative surgery after an accident or other injury; or
- (ii) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, *etc.*), severe arthritis (physical therapy), or kidney disease (dialysis).

If an employee takes leave for a condition that progresses into a serious health condition and the employee subsequently requests leave under this Policy, the City may designate all or some portion of the related leave taken as FMLA leave under this Policy to the extent that the earlier leave meets the necessary qualifications and is authorized by law.

Finally, please note that pursuant to Washington State law a female employee is entitled to an unpaid leave of absence for the period of time she is sick or temporarily disabled because of pregnancy or childbirth – in addition to the 12 weeks of FMLA leave described above.

Intermittent or Reduced Work Schedule Leave: Under some circumstances, FMLA leave may be taken intermittently (that is, taken in blocks of time), or by reducing the normal weekly or daily work schedule if medically necessary because of a serious health condition. Eligible employees may also take FMLA leave on an intermittent or reduced-schedule basis when necessary because of a qualifying exigency arising from a family member's military service. If FMLA leave is to care for a child after the birth, or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the City's permission. Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations. Where an employee needs intermittent or reduced-schedule leave based on planned medical treatment, the City may transfer the employee to an alternative position with equivalent pay and benefits that can better accommodate such recurring leave.

Requesting FMLA Leave and Medical Certifications: Employees should contact their supervisor or Human Resources to discuss their need for and make requests for FMLA leave. Unless the need for leave is unforeseeable, an employee must give the City at least thirty (30) days' advance notice of a request for FMLA leave. If 30 days' advance notice is not possible, notice must be provided as soon as practicable, which is generally the same day or next business day after the need for leave becomes known by the employee. Please see Human Resources to obtain the required forms for requesting FMLA leave.

When requesting leave, employees must provide sufficient information and supporting documentation for the City to determine whether the leave may be FMLA-qualifying, along with the anticipated timing and duration of requested leave. Employees must also inform the City if the requested leave is for a

reason for which FMLA leave was previously taken or certified.

When leave is requested in connection with planned medical treatment, either for the employee or a qualifying family member, the employee must make a reasonable effort to schedule treatment so that it will not unduly disrupt City operations.

Employees wishing to utilize FMLA leave must provide medical certification from a health care provider of their own or a family member's serious health condition. The employee must provide this medical certification within fifteen (15) days of the City's request for the same. Failure to provide the requested medical certification in a timely manner may result in a delay, denial, or discontinuance of the leave until the employee provides the certification. The City, in its discretion, may conditionally grant an employee's FMLA leave request pending receipt of appropriate medical certification.

The City reserves its right to have to an authorized person (excluding the employee's direct supervisor) contact the employee's health care provider on its behalf for verification of information in appropriate circumstances.

The City also reserves the right to require the employee to see a medical specialist of its choosing, at its expense, to verify whether the employee's condition qualifies for leave under the FMLA or to confirm issues as part of a planned return to work. If the opinions of the employee's and the City's designated health care providers differ, the City may require, at its expense, the employee to obtain certification from a third health care provider. This third opinion shall be final and binding. In this event, the City and the employee shall jointly approve the third health care provider.

The City may place an employee who is absent from work on FMLA leave if determined appropriate by the City. The City may present an employee who is absent for medical reasons with a medical certification form to be filled out and returned to determine if the employee is eligible for FMLA leave.

The City may use medical examinations required under this policy to confirm or refute medical information provided by the employee, assist with return to work analysis and options, confirm or refute fitness for duty assessments, or help evaluate workplace restrictions or accommodations.

Periodic Reporting: Unless the supervisor has instructed the employee that less frequent updates are acceptable, employees on FMLA leave shall provide an update every month (i.e., not more often than once every 30 days unless otherwise authorized by law) while on leave to confirm the initial time granted for the leave is sufficient and to confirm the employee's status and intended return to work date.

The City may also require, at such times as are permissible under the FMLA, a recertification of the subject medical condition, a recertification when the employee requests an extension of leave, and/or a

recertification if the City receives information casting doubt on the employee's stated reason for an absence or the continuing validity of the last certification.

If an employee discovers after beginning leave that the circumstances have changed and the amount of leave originally anticipated is no longer necessary, the employee may return to work earlier but only after providing the City with reasonable (usually two business days) advance notice of the intent to return, the reason for the change and any required medical release to work or fitness for duty certification. An employee should also immediately notify his or her supervisor if a longer than originally anticipated period of leave is needed.

Revocation of Leave: The City Manager may revoke an employee's FMLA leave if the leave was granted under false pretenses or the cause for such leave has ceased to exist.

Use of Donated Leave during FMLA Leave: Qualifying employees may request and utilize paid donated leave while on FMLA (see Section 8.10 Donated Leave). All hours paid to the employee using donated leave will be counted as part of the employee's twelve (12) weeks of FMLA leave benefits.

Accrual of Vacation and Sick Leave during FMLA Leave: Vacation and sick leave will accrue during FMLA leave based only on hours compensated. Vacation and sick leave do not accrue during any time of unpaid leave.

Continuation of Benefits while on Leave: During all leave under this FMLA policy, the City will continue to pay the employer's portion of health insurance premiums as well as any life, disability and Employee Assistance Program benefits normally provided to regular employees; provided that the employee continues to pay his/her required share of premiums, if any. However, the City's payment of the employer-paid portion of the premium is conditioned upon the employee's return to work. If an employee elects not to return to work at the end of the FMLA leave period, the City may require the employee to reimburse it for the cost of premiums it paid to maintain the employee's health care coverage during the leave period, unless the reason the employee does not return is due to: (a) the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under the FMLA; or (b) other qualifying circumstances beyond the control of the employee as defined by applicable law.

Failure of the employee to pay his/her portion of any premium may result in cancellation of health insurance or other benefits. The employee is responsible for making arrangements to pay premiums related to any items normally paid for by the employee through payroll deductions (e.g. premiums for optional supplemental life insurance or Aflac coverage).

Returning from Leave: An employee should notify the City immediately if the employee will not be returning to work for any reason. An employee's years of service will not be adjusted due to FMLA leave unless the employee does not return to work.

Any employee returning from FMLA leave for his/her own serious health condition may be required to provide an appropriate Fitness for Duty statement from their health care provider confirming their fitness to return to work and perform the essential functions of his/her job (either with or without a

reasonable accommodation). The City reserves the right to delay or deny an employee from resuming work until he/she provides an appropriate fitness for duty statement.

Upon return from FMLA leave, the City will usually restore the employee to his/her original position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. However, an employee shall have no greater right to reinstatement than if the City continuously employed him/her during the FMLA leave period. Accordingly, an employee whom the City would not otherwise have employed at the time the employee requests reinstatement is not entitled to reinstatement. For example, entitlement to reinstatement shall not apply if the City eliminates the employee's position by reorganization or lay-off, the employee takes another job while on FMLA leave, or if the City would have otherwise terminated the employee's employment. By way of further example, if an employee is found to have engaged in serious misconduct occurring prior to or after commencing FMLA leave, which would normally give rise to discipline or termination, the City may proceed with such discipline. Discipline shall not be based on the employee's request for or use of FMLA.

If an employee fails to return at the end of their FMLA leave, the City may consider the employee to have voluntarily resigned.

8.9 MILITARY LEAVE

The City will comply with all military leave entitlements provided under state and federal law. Temporary, seasonal and casual employees routinely working fewer than twenty (20) hours per week are not usually eligible to receive any form of paid military leave entitlements. Please see Human Resources if you have questions about your eligibility for such benefits.

Leave Under RCW 38.40.060: A regular full or part-time employee who is a member of the U.S. Armed Forces, National Guard or Reserves is entitled to receive up to twenty-one (21) days of paid leave per year (from October 1st through September 30th), for official military duty and/or training in accordance with state law and for use on any day an employee cannot report to his/her regular job because of military obligations. Paid military leave is in addition to any other leave or vacation benefits.

A "day", for purposes of this section, is defined as a twenty-four (24) hour period beginning and ending at midnight. Military leave must be calculated in "days" and cannot be reduced or converted to hours, regardless of whether or not an employee's normal shift or work period transpires over the course of one day or two. Pay is based on the employee's regular base pay. If military service extends beyond twenty-one (21) working days, the additional leave may be covered using the employee's accrued vacation leave, comp time or floating holiday hours and/or may be classified as a Leave of Absence Without Pay (see Section 8.5).

An employee requesting military leave is required to provide his/her supervisor and Human Resources with copies of the military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state laws. As soon as practicable, individuals returning from any military leave of thirty (30) days or more are required to provide documentation, such as a certified copy of release papers, to assist in the process of determining eligibility and terms for reinstatement.

An employee promoted or hired to temporarily fill a vacancy created by a person on military leave is appointed to the position subject to the return of the absent employee. Upon such return, a promoted employee is restored to the employee's original position or an equivalent position subject to the provisions of state law. An employee hired by the City specifically for the period of the regular employee's absence shall be subject to separation of employment.

Employees who fail to return to work on the agreed upon date following approved military leave, without first receiving an extension, are considered to have abandoned their job and will be separated from employment

Leave for Spouses of Military Personnel: In accordance with the provisions of the Washington State Family Military Leave Act, Chapter 49.77 RCW, during a period of military conflict a regular full-time or regular part-time employee who is the spouse of a member of the U.S. Armed Forces, National Guard or Reserves is entitled to take up to fifteen (15) days of unpaid leave while their spouse is on leave from a deployment or before and up to deployment once the spouse receives official notification of an impending call or order to active duty. The fifteen (15) days of unpaid leave is per deployment. The employee must provide his or her supervisor and Human Resources with notice of the employee's intention to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call or order to active duty. The employee may elect to substitute accrued vacation leave, comp time or floating holiday hours for any part of the family military leave. Family military leave is in addition to other leave to which the employee may be entitled.

Caregiver Leave for an Injured Service Member: In accordance with the provisions of the federal Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act of 2008, an employee who is the spouse, son, daughter, parent or nearest blood relative, may take up to twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for a covered service member of the U.S. Armed Forces, National Guard or Reserves who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred by the service member in active duty that may render the person medically unfit to perform the duties of the member's office, grade, rank or rating. A covered service member may also be a veteran whom was a member of the Armed Forces any time during the five years preceding his/her need for medical treatment, recuperation or therapy for a serious injury or illness, where the injury or illness was incurred or aggravated in the line of duty.

For purposes of caregiver leave, the 12-month period begins with the first day the employee takes leave. The 26-week cap includes leave taken by the employee for any other FMLA-qualifying reasons. Caregiver leave can be intermittent. The administration of caregiver leave under the FMLA is subject to other FMLA procedures as may be appropriate, such as procedures regarding substitution of paid leave, reasonable notice, certification of the need for leave, and determining whether an employee is eligible to use such leave. See Section 8.8 in this Manual, regarding FMLA procedures and eligibility. As with other forms of FMLA leave, not all details concerning caregiver leave are outlined in this policy. An employee needing to take caregiver leave should contact their supervisor and Human Resources for more information and procedures for requesting leave benefits.

Family Leave Due to a Call to Active Duty: Also in accordance with the provisions of the federal Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act of 2008, an eligible employee may take up to twelve (12) work weeks of unpaid leave during a single 12-month period of unpaid FMLA leave for a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member who is on active duty, or has been notified of an impending call to covered active duty, and who has been or is being deployed to a foreign country. Qualifying exigencies are generally activities related to the active duty or call to duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings. See Section 8.8 in this Manual regarding FMLA procedures and eligibility. As with other forms of FMLA leave, not all details are outlined in this policy. Employees should contact their supervisor and Human Resources for more information and procedures for requesting leave benefits.

8.10 DONATED LEAVE

An employee who is suffering from, or has a spouse, registered domestic partner or dependent child suffering from an extraordinary or severe illness, injury, or disability preventing his or her return to work and who has exhausted (or will soon exhaust), all available accumulated paid leave, including vacation, sick leave, comp time and personal holiday hours, may request authorization to ask for and use donated leave.

Requests shall be made in writing to the employee’s supervisor and shall be reviewed by Human Resources. Final decision to approve or deny the use of donated leave shall be made by the City Manager or his/her designee. Prior abuse of sick leave may result in the denial of eligibility to receive donated leave. Temporary, seasonal and casual employees routinely working fewer than twenty (20) hours per week are not eligible to receive donated leave.

At the discretion of the City Manager or his/her designee, an employee may be authorized to receive donated leave to care for additional family members. Any decision made regarding the granting or denial of eligibility to receive donated leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

Employees wishing to receive donated leave shall be required to provide appropriate medical justification and documentation both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the condition.

If the use of donated leave is approved, Human Resources will provide notice to all City employees to request the voluntary donation of accrued vacation and/or sick leave hours on behalf of the employee. Employees may not donate hours that have not yet been earned and may revoke any unused portion of their donation by notifying Human Resources. Names of employees donating leave will not be shared with the employee receiving the donation without the prior authorization of the donating employee.

An employee may not receive or utilize donated leave in excess of three hundred sixty (360) hours for a single or related illness, injury, or disability, or in any calendar year, whichever is longer. Donated leave

shall not be deposited into the receiving employee's leave bank but shall be credited to the receiving employee and debited from the donating employee's leave bank during the processing of payroll. As it is used, donated leave shall be recorded as sick leave used by the receiving employee and shall be paid at the receiving employee's regular rate of pay, regardless of the donating employee's pay rate. Donated leave shall be used only for absences directly related to the medical condition(s) originally approved for the receipt and use of donated leave. Any unused donated leave will remain in the leave bank of the donating employee. The receiving employee shall not be eligible to cash out any unused donated leave.

All hours paid to an FMLA-eligible employee using donated leave shall be tracked as and count towards the receiving employee's twelve (12) weeks of FMLA leave benefits.

While using donated leave, the employee will continue to accrue (based on the number of hours of donated leave used), vacation, sick leave and receive holiday pay and will maintain health insurance and other benefits as he/she would have otherwise received if using the employee's accrued vacation or sick leave. Employees must use all available accrued leave hours before using donated leave hours.

Revocation of Use of Donated Leave: The City Manager may revoke an employee's use of donated leave if the leave was granted under false pretenses or the cause for such leave has ceased to exist.

8.11 LEAVE DUE TO DOMESTIC VIOLENCE AND/OR SEXUAL ASSAULT

In accordance with the Washington Domestic Violence Leave law, Chapter 49.76 RCW, the City will provide reasonable leave from work, including leave on an intermittent or reduced-schedule basis, for an employee to:

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

the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

The amount of leave that an employee may take is limited to a “reasonable” amount. Domestic violence/sexual assault leave is unpaid, although an employee may elect to use sick leave, vacation, compensatory time, or other accrued paid time off, or may request an unpaid leave of absence for this leave. For the purpose of this provision, “Family Member” shall mean an employee’s child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship. The use and administration of Domestic Violence Leave, including documentation of such leave, will be in accordance with the provisions of the state Domestic Violence Leave law.

Nothing in this section shall be construed to provide greater or lesser leave rights to employees who are victims of domestic violence, sexual assault, or stalking than those required by Chapter 49.76 RCW. As with other forms of leave, not all details are outlined in this policy. Employees should contact their supervisor and Human Resources for more information and procedures for requesting leave benefits.

8.12 TIME OFF TO DONATE BLOOD

The City encourages employees to donate blood through organized blood drives. With supervisor prior approval, employees may be allowed up to one (1) hour of time off without loss of pay, accrued vacation or sick leave to donate blood. The City reserves the right to approve or deny any time off requested for blood donation.

8.13 BENEFITS FOR REGULAR PART-TIME, TEMPORARY, SEASONAL AND HOURLY EMPLOYEES

Unless noted otherwise in this Manual, a collective bargaining agreement, or if required by applicable law:

Regular Part-Time Employees: The amount of all leave benefits (including holidays) and employer contributions towards health care insurance premiums are pro rata. See Section 1.5 Definitions.

Temporary, Seasonal and Other Part-time Employees: Except upon written approval of the City Manager, temporary, seasonal and hourly employees routinely working fewer than twenty (20) hours per week are not eligible to receive benefits or payment for benefits, including but not limited to leaves, holidays and health care insurance. Provided, however, temporary, seasonal, and other part-time employees do receive paid sick leave benefits as set forth in Policy 8.3.B of this Manual.

CHAPTER 9 - EMPLOYEE RESPONSIBILITIES

9.1 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, directly or indirectly, engage in any outside employment, possess a financial interest, or other activity which may, in the judgment of the City Manager, compete with, conflict with, or compromise the City's interests, or adversely affect job performance and the ability to fulfill all responsibilities to the City. Outside employment must not:

- Be conducted during the employee's work hours or in any way detract from the efficiency of the employee while performing City duties;
- Prevent the employee from being available for work beyond normal working hours, such as during emergencies or peak work periods, when such availability is an essential part of the employee's job;
- Utilize any City telephones, cellular telephones, computers, copiers, supplies or any other City resources, facilities or equipment;
- Involve employment with a firm or vendor which has contracts with or does business with the City; or
- Reasonably be perceived as actually or possibly creating a conflict of interest or which might otherwise discredit public service.

An employee who wishes to have an additional job, contractual commitment or self-employment, should consult with his/her department head prior to commencing employment or commitment.

Engaging in employment not in compliance with the above terms, or that interferes with or reduces the efficiency of City employment, may result in disciplinary action, up to and including termination. Employees may not use paid sick leave to work an additional job, contractual commitment or self-employment.

All employees shall abide by, and this section shall be interpreted in accordance with, Chapter 42.23 RCW, the Washington State Code of Ethics for Municipal Officers.

9.2 POLITICAL ACTIVITIES

Employees may not campaign or solicit for a contribution to any political cause or campaign on City property, on City time or at any time while in uniform or while wearing clothing with the City's name or logo on it, or while representing the City in any way. Employees may not use City funds, facilities, supplies, equipment or vehicles for any campaign purposes including soliciting signatures for petitions.

This includes, but is not limited to, copiers, fax machines, mail facilities, telephones, automobiles, computers, e-mail, websites, typewriters, and paper products or the reimbursement for usage of these.

Employees may not allow others to use City facilities or equipment for political activities except in accordance with established laws and City policy regarding use of public meeting space.

9.3 NO SMOKING POLICY

Employees must follow state and local laws related to smoking in public places. The City prohibits smoking by employees in all City facilities including City-owned buildings and offices or other facilities rented or leased by the City, and in any other location where smoking is banned. Smoking is prohibited while operating or riding in any City vehicle or other City equipment.

Smoking is prohibited in any “place of employment”, defined in part as work areas and any area which employees are required to pass through during the course of employment, including within twenty-five (25) feet of any entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited.

9.4 NO USE OF OTHER TOBACCO OR TOBACCO-LIKE PRODUCTS

Use of other tobacco or tobacco-like products or alternatives (for example, “vaping” or electronic cigarettes), is also prohibited in City facilities, vehicles and equipment, and in any other location where uses are prohibited by state and/or local laws.

9.5 CITY PROPERTY / PERSONAL POSSESSIONS / PRIVACY LIMITATIONS

Unless provided otherwise in a collective bargaining agreement, employees may not use City facilities, supplies or equipment, including vehicles, for personal, non-City-business purposes. *De minimus* personal use of specific City resources may be allowed under certain policies (for example, Section 9.6 Electronic Communications and Technology Resources Policy), and through prior supervisor approval (and subject to the strict parameters set forth in said policies).

Employees have no expectation of privacy when using any City property. The City regards desks, closets, lockers, work spaces, computers, phones, file cabinets and files, City vehicles, furniture and other City property, as well as data, programs, communications, messages and other property created on, acquired by, developed for or located in any City facility or equipment, either in printed or digital format, as City property. The City reserves the right to search the same (without notice, and in the employee’s presence or absence), including any personal possessions contained in them, when it determines that there is an appropriate reason to do so. Such reasons may include, without limitation, the following: the need to locate City property; health or safety concerns; reasonable suspicion of misconduct; termination of employee; or for other business-related purposes. The City reserves the right to review the contents of any document or communication (either electronic or hard-copy),

created, received, or stored on a City computer or phone system, including electronic mail, text messaging, and voicemail. Email sent or received on City equipment is considered a public record. Employees do not have a reasonable expectation of privacy in these areas or in any other City work areas or when using City equipment. See also Section 9.6 Electronic Communications and Technology Resources Policy.

The City permits employees to bring personal items to work, but expects employees not to bring unnecessary or inappropriate personal property to the workplace. It is in the City's sole discretion to determine whether certain personal property is unnecessary or inappropriate and therefore must be removed from the workplace. While the City may furnish desks, closets, lockers and other spaces for the convenience of employees to store coats, purses and other personal items, it remains the employee's responsibility to safeguard personal belongings. The City assumes no responsibility and will not be liable for lost, damaged or stolen property of its employees and the City will not replace or reimburse an employee for personal property that an employee brings to the workplace.

9.6 ELECTRONIC COMMUNICATIONS AND TECHNOLOGY RESOURCES POLICY

It is the policy of the City to maximize the cost-effective use of technology resources as a means of improving productivity. The City may provide communication resources including telephones, computing resources, electronic mail (email), internet access, mobile devices, personal digital assistants, and other electronic communications devices (collectively referred to as Technology Resources) to employees to assist in and facilitate City business and communications. All employees are responsible for using the City's Technology Resources in an effective, ethical and lawful manner, and in accordance with this policy and all other policies contained in this Manual.

Any use of the City's Technology Resources, whether for City business or personal use, must comply with all applicable laws and City policies. This policy does not address all required, allowed, or prohibited behaviors by employees, but covers common examples. In general, the City relies on the good judgment of its employees to ensure the City's Technology Resources are used in the City's best interest and to provide service to the public.

No Expectation of Privacy: By using the City's Technology Resources, employees acknowledge and agree that they have no expectation of privacy or confidentiality in their use of these systems or in any data that they write, create, retrieve, receive, store, copy, visit, or transmit on or over the systems, including any data created, stored or transmitted during an employee's incidental personal use of the Technology Resources as permitted under this policy. It is a condition of employment that all City employees agree to review and comply with the provisions of this policy, and that each employee agree and understand that their use of the Technology Resources can and will be monitored and any data that they create, store, or transmit on or over City systems may be inspected by City management or designees at any time. Employees must acknowledge that they understand that email messages (even if personal in nature), other electronic communications, and documents created on City computer systems may be considered a public record subject to disclosure and/or subject to discovery in the event of litigation.

Standardized Software and Hardware: The City has established standard software and hardware for commonly used applications. The use of unauthorized, non-standard software or hardware, including personally owned software or hardware, on city computer systems without prior approval of the City's designated IT Authority is prohibited.

Installation of Software and Hardware: Improper downloading or installation of software or hardware can damage a computer system, cause system malfunction, or conflict with system configuration. All standardized software and hardware is to be installed by or under the authorization of the City's designated IT Authority. Specialized software and hardware technologies exclusive to individual departments may be managed within the appropriate department, in coordination with the City's designated IT Authority. Any moving, relocating, or rearranging of computer software or hardware should also be coordinated with the City's designated IT Authority.

Downloading Files from the Internet or Opening Email Attachments: Internet files and email attachments from sources outside the City may contain spyware, malware and/or virus attacks that can severely damage, or degrade the City's network and/or data. The City has installed anti-virus and anti-spyware/malware software on all City computers and continuously updates signature definition files. However, that does not guarantee that all malicious attacks are blocked or that all viruses are caught.

Employees should not open files or click on attachments or links from unknown or suspicious sources. If a suspicious document or email is received, or if a computer or device is not operating properly, employees should immediately notify their supervisor and the City's designated IT Authority.

Ownership and Confidentiality: All software, programs, applications, templates, data, data files and web pages residing on City computer systems or storage media or developed on City computer systems are the property of the City. The City retains the right to access, copy, modify, destroy or delete this property. Retention of data and documents shall be in compliance with City policy and laws governing the retention of public records. Data files containing confidential or sensitive data should be treated accordingly and should not be removed from the workplace without prior authorization from the appropriate department head.

Copying Software, Programs, Applications, Templates, etc.: Employees must receive prior authorization from the City's designated IT Authority before attempting to copy software, applications, programs or templates. In many cases, copyright laws and/or licenses for commercial software, programs, applications and templates used by the City prohibit the making of multiple copies. The City and its employees are required to abide by the federal copyright laws and to abide by all licensing agreements.

Acceptable Uses of the City's Technology Resources: The City's Technology Resources are to be used for City business. Employees and others working for or representing the City should create and send only courteous, professional and businesslike messages and documents that do not contain offensive or potentially discriminatory material.

Incidental, *de minimus* personal use of either the employee's personal cell phone or other electronic devices, or the City's Technology Resources may be permitted where, in the judgment of the employee's supervisor or department head, such use does not interfere with employee or department productivity,

nor distract/take time away from the employee's or co-workers' assigned work. Generally speaking, incidental, *de minimus* personal use:

- Is occasional and of short duration;
- Is done on an employee's personal time, such as on a lunch break;
- Should not interfere or conflict with business use or job performance and responsibilities;
- Does not reflect negatively on citizen or customer perceptions of City operations;
- Does not result in any expense to the City;
- Does not interfere with or disrupt network resources; and
- Does not constitute any prohibited use, as discussed below.

While use of City Technology Resources that results in a cost to the City is prohibited, if such use occurs, employees must reimburse the City for costs that would not otherwise have been incurred by the City resulting from the employee's personal use of such devices and systems.

Prohibited Uses of the City's Technology Resources: Use of the City's Technology Resources to engage in any communication that violates federal, state, or local laws or regulations, or any City policy, is strictly prohibited at all times. In addition, the following uses of the City's Technology Resources are inappropriate and are prohibited at all times, unless specifically exempted below:

- Usage of the City's Technology Resources for personal use beyond a *de minimus* amount;
- Usage that solicits for, promotes or benefits an employee's outside employment, commercial business or interest;
- Accessing, receiving or sending pornographic, sexually explicit or indecent materials, including materials of an offensive nature (unless as part of a law enforcement investigation conducted by authorized Police personnel);
- Usage for any type of harassment, retaliation or discrimination, including the transmission of obscene or harassing messages to any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability or other protected status;
- Gambling;
- Usage for recreational purposes including the loading of computer games or playing online games;
- Streaming audio and/or video, or other usage if such usage hampers City network performance as determined by the City's designated IT Authority;
- Unauthorized copying or downloading of copyrighted material;
- Usage that violates software license agreements;
- Downloading or installation of unauthorized software programs;
- Usage for political purposes, including partisan campaigning;
- Sending anonymous messages and/or misrepresenting an employee's name, position, or job description;
- Deliberately propagating any virus, worm, Trojan horse, malware, spyware, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City's networks or systems, or those of any other individual or entity;
- Releasing misleading, distorted, untrue or confidential materials regarding City business, views or actions;

- Using offensive, abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Connecting to the City network, or any specific software package, utilizing another person's security identification login information to gain alternate security permissions; gaining unauthorized access to another employee's e-mail messages, or sending messages using another employee's password.
- Any personal use, even if incidental, that results in expense to the City;
- Any usage that violates Section 10.1 Standards of Conduct or any other policies contained in this Manual.

All employees are expected to conduct themselves in a professional and appropriate manner at all times when using any City resource, while at work, and while representing the City in any capacity that has a nexus to their employment. Any employee who becomes aware of, or believes that another employee is violating this policy, must immediately report the same in as much detail as possible to their immediate supervisor and/or Human Resources.

Any employee who violates these policies may be subject to disciplinary action, up to and including termination. In addition, employees may be held personally liable for damages incurred as a result of copyright and licensing requirements.

9.7 USE OF EMPLOYEE'S PERSONAL COMPUTER OR COMMUNICATION DEVICES FOR CITY BUSINESS:

The City discourages employees from using personal computers or devices to conduct City business and must obtain their supervisor's approval before any such use. As a condition of employment, employees must acknowledge and agree that any record, document or communication, created or stored on a personal computer or electronic device, including electronic mail, text messaging, and voicemail that is created or received from personal computers or devices while on-duty or engaged in City business may be public documents under the Public Records Act, and may be subject to disclosure in response to a public records request unless an exemption applies.

As technology and the usage of such technology changes and evolves, the City may establish additional policies related to employee use of City and/or personal communications and technological resources, including various forms of social media.

An employee who violates the policies of this section, as well as any policies established in the future, may be subject to disciplinary action up to and including termination.

9.8 VEHICLE USAGE

City vehicles are to be used for official business only and employees may not drive any City vehicle without prior approval of their supervisor. For this policy, the term "vehicle" includes, but is not limited to, cars, trucks, motorcycles, backhoes, and other equipment that may be legally operated on streets.

Driver's License Requirements: All employees must have a current Washington State driver's license in order to drive a City vehicle.

An employee who does not have a current Washington State driver's license, or whose license has expired, been revoked or suspended must immediately notify their supervisor or department head and is not allowed to operate a City vehicle until such time as the employee obtains and provides proof of a valid, current license. An employee who fails to immediately report a license revocation or suspension and/or continues to operate a City vehicle under such circumstances may be subject to disciplinary action up to and including termination.

An employee whose duties require the operation of a City vehicle and who does not maintain a current and valid license, including any required endorsements, may be subject to demotion and/or disciplinary action up to and including termination.

For employees whose essential job duties require operating a motor vehicle (either City owned or personally owned), the City reserves its right to check the employee's driving record, driver's license status, and any other relevant driving-related information through the Department of Licensing (or otherwise) from time to time as determined appropriate in the City's discretion. Employees are required to cooperate with these periodic checks. To effectuate this requirement, employees, when requested, shall execute such release forms as may be required by the Department of Licensing for the City obtain the foregoing information. In addition, employees shall provide the City with a copy of their current driver's license when requested.

Use of Private Vehicles: Employees and City officials are encouraged to use City vehicles for transportation and should be aware of the limits of the City's insurance coverage for private vehicles used for City business. Employees must receive prior approval from their supervisor to use a personal vehicle in the performance of official duties. Employees who operate personal vehicles for City business must have a current Washington State driver's license, and obtain and maintain at least the minimum levels of auto insurance coverage required by the State of Washington. Unless authorized by the City Manager, the City shall not reimburse employees for damages sustained to their private vehicle while used for City business, including deductibles.

If an employee elects to use their personal vehicle when a City vehicle is available, they will not be reimbursed for mileage unless agreed to in advance by the department head.

An employee who is required by his/her supervisor to use a personal vehicle in the performance of official duties shall be reimbursed by the City for mileage driven at the current business rate established by the Internal Revenue Service in accordance with the City's reimbursement policy. This mileage reimbursement is to compensate the employee for the cost of gasoline, oil, depreciation, and insurance.

General Rules for Use of City Vehicles:

- 1) Except as authorized by the employee's supervisor, employees may not use City vehicles for personal use, other than brief stops along the regular work route to purchase food and beverage for meal and break periods, or other similar brief stops. An employee is not allowed to take a vehicle home during

meal and break periods without prior supervisory approval. If authorized by the employee's supervisor, an employee may take a vehicle home for a special purpose, for example, if the employee will be leaving from home to drive to a meeting or training in a different city the following day. (See below for vehicle use by employees allowed to take a vehicle home for "on call" status.)

- 2) All City vehicles shall remain on City property while not in service, unless specifically authorized.
- 3) Employees who drive a vehicle on City business must exercise due diligence to drive safely and courteously, follow all traffic laws - including the prohibitions on using cell phones and other similar devices, utilize defensive driving techniques and avoid distractions while driving, and maintain the security of the vehicle and its contents. Employees are responsible for the payment of any traffic citation (moving or non-moving) or related ticket or citation while driving a City vehicle (or a personal vehicle used for City business purposes) and must promptly report them to their supervisor or department head. The City will not tolerate unsafe driving practices. Employees must always operate vehicles and equipment in a courteous and safe manner in order to avoid accidents. Employees violating this expectation, or this policy, may be subject to disciplinary action, up to and including termination of employment.
- 4) Employees who drive a City vehicle should ensure that the vehicle is kept clean and free of litter. Each day prior to driving a City vehicle, employees will conduct a pre-trip inspection of the vehicle. Employees will note the presence of any new damage, the condition of the tires, and ensure the functionality of all lights and turn signals. Problems noticed during the pre-trip inspection or during the operation of the vehicle will be reported to the employee's supervisor as soon as possible. Smoking is not permitted in any City vehicle.
- 5) As required by Washington State law, anyone operating or riding as a passenger in a City vehicle, or a personal vehicle being used for City business, must wear a seat belt at all times.
- 6) Non-employees and non-business passengers (for example, family and friends) are prohibited from riding in City vehicles unless prior approval is granted by the department head; however all parties should be aware that the City's liability insurance may not cover all circumstances. Employees from other government agencies, contractors, consultants, volunteers and similar individuals may ride as passengers in City vehicles when in the course of City business. Colleagues from other jurisdictions may carpool in City vehicles to attend meetings and conferences.
- 7) Employees must promptly report any accident, theft, or malicious damage involving a City vehicle to their supervisor, regardless of the extent of damage or lack of injuries. In the event of a traffic collision, employees will remain on scene of the collision until law enforcement arrives, render appropriate aid, and are expected to cooperate fully with authorities in the investigation.
- 8) Employees who are "on call" may be authorized by their supervisor to voluntarily take a City vehicle home so they can respond quickly if called upon. Employees driving City vehicles while on call must follow the same rules as outlined for driving City vehicles during regular business. Provided, however, the employee is free to make personal stops and engage in personal activities during the drive time between home and the first or last job site of the day.

- 9) Under no circumstance shall an employee operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes or may cause the employee to be unable to drive safely, including the consumption of alcohol, illegal drugs (as defined in Section 9.14 Drugs, Narcotics, and Alcohol), or prescription medications that may affect their ability to drive. Employees shall not transport illegal drugs or alcohol, including in unopened containers, in City vehicles, unless doing so is part of their job duties, such as Police or Fire employees.

9.9 TRAVEL EXPENSE REIMBURSEMENT

City employees and officials will be reimbursed for reasonable and customary expenses incurred in the conduct of their business for the City including food, lodging and travel expenses, excluding any personal expenses and alcoholic beverages.

Supervisors must approve any employee business travel in advance. Unless otherwise approved by the department head, employees should use the most appropriate form of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments. Carpooling should be used whenever feasible. Employees will not be reimbursed for any disallowed charges and must immediately reimburse the City for any unauthorized or disallowed charges made using a City credit card.

Reimbursement for travel related expenses will be made in compliance with:

- These policies;
- Finance Department travel expense reimbursement policies;
- Chapter 42.24 RCW, Payment of Claims for Expenses, Material, Purchases – Advancements; and
- State of Washington Administrative & Accounting Manual Issued by the Office of Financial Management, including amendments (OFM Manual).

Employees will not be reimbursed for any additional costs, including travel, lodging and meals, incurred due to any non-employee(s) who may accompany the employee or for any personal activities or travel conducted by the employee. Policies restricting the personal use of City vehicles and prohibiting non-employees and non-business passengers from riding in City vehicles shall be followed.

Meals: In connection with authorized City-related travel, employees may receive payment in advance for meals based on Finance Department travel policies and current OFM per diem meal rates for Washington State or General Services Administration (GSA) rates for out-of-state travel. No meal receipts are required with per diem advances. As an alternative, employees may submit for reimbursement itemized receipts for actual meal expenses, not to exceed allowable per diem rates.

Alcoholic beverages are not reimbursable and shall not be charged as part of a meal or be charged on a City credit card.

Lodging: Lodging may be approved in connection with authorized City-related travel. Allowable lodging expenses will be based on Finance Department travel policies and current OFM per diem meal rates for Washington State or General Services Administration (GSA) rates for out-of-state travel.

Travel: Airline, public transportation, taxi, rental car and other similar travel expenses may be approved by the department head. Employees must submit itemized receipts for all expenses in order to receive reimbursement.

A department head or the City Manager may approve higher travel costs on a case-by-case basis. Employees who know or anticipate that they will have a special request for travel expense reimbursement must seek approval from their supervisor before incurring the expense or risk the possibility that the expense may not be reimbursed. With the exception of per diem meal expenses, employees must submit itemized receipts for all expenses in order to receive reimbursement. Requests for reimbursement must be submitted to the Finance Department within established travel policy timelines. The Finance Department will review all reimbursement requests for reasonableness and compliance with travel policies. Any travel expenses considered unreasonable under the circumstances or outside this policy will not be paid or reimbursed and are the employee's personal responsibility.

Employees shall immediately notify their supervisor or department head of any accidents, injuries, mishaps, illness or other noteworthy incidents that occur while the employee is away on City business.

Failure to comply with these and Finance Department policies shall require reimbursement or payment from the employee to the City for any such expenses inappropriately charged or incurred and may subject the employee to disciplinary action, up to and including termination.

9.10 COMPENSATION FOR TRAVEL TIME

FLSA exempt employees do not receive any additional compensation for time spent traveling on approved City business.

Non-exempt employees may be on paid time for all or part of the time traveling on City business based upon FLSA guidelines, Washington State law, and applicable collective bargaining agreements. Travel pay issues should be clearly researched and resolved in advance of travel in order to avoid misunderstandings and conflicts. Supervisors should consult with Human Resources and/or the Finance Department to resolve any questions before authorizing travel. The following are examples of frequently encountered travel-related compensation issues for non-exempt employees:

- Travel on City business during an employee's regularly scheduled hours of work is considered work time.
- Regular meal period time is not considered compensable time.

- For out-of-town travel, all travel time related to work is compensable. This includes any time necessary to get to the airport, train station, or other transit center necessary to complete the out-of-town travel (provided the City has approved the means of travel). Once an employee arrives at his/her place of lodging for the trip, the employee is no longer “on duty” and that time is not compensable as “hours worked” so long as the employee is free to engage in personal activities.

See also Section 6.2 Training for compensation for time attending training.

9.11 ACCIDENT PREVENTION AND SAFETY

Every employee is responsible for maintaining a safe work environment and following safety rules. Employees shall promptly report all unsafe or potentially hazardous conditions to their supervisor or department head. The City will attempt to remedy problems as quickly as possible. Copies of the City’s Accident Prevention Program are available from Human Resources and are distributed to each new employee at the time of hire.

Departments and divisions will do their best to promote accident prevention and safety education during safety meetings, at other meetings and throughout the workday. Employees performing certain tasks, operating equipment or as otherwise instructed are required to use appropriate personal protective equipment provided by the City and relevant to the employee’s respective job duties, such as, for example, safety glasses, hearing protection, gloves, face masks, and/or hard hats. Employees are prohibited from removing guards or other protective devices from machinery and equipment or in any way tampering with or disabling safety measures. Violations of safety requirements may result in discipline, up to and including termination.

Reporting Accidents and Injuries: Employees must immediately report to their supervisor or department head any work-related employee injury or illness, or damage to City property, regardless of how minor. Failure to promptly report an on-the-job injury or illness may, among other things, result in the delay or denial of Worker’s Compensation benefits. Likewise, any incident involving City employees, facilities or equipment that results in injury or property damage involving a citizen must also be reported immediately. The City will record and process all reports of on-the-job injuries, illnesses, and accidents in compliance with applicable law.

In the case of a vehicular accident, the employee shall immediately notify law enforcement and request response.

As soon as possible after an on-the-job accident or injury occurs (or an occupational illness is discovered) the employee(s) and supervisor must complete their portions of the City’s Accident or Incident Report form. Completed forms are submitted to the department head for review and forwarded to Human Resources for appropriate follow up (which may include Industrial Insurance and the City’s liability/property insurance).

Employees shall cooperate and participate fully in the City’s and/or law enforcement’s accident investigation and follow up. Post-accident drug and alcohol testing may be conducted in compliance

with the City's Substance Abuse policy.

Any employee reporting an on-the-job injury or illness will receive immediate and appropriate medical treatment to the extent feasible. If an injury requires attention beyond basic first aid, the employee should have his/her treating health care provider complete the applicable paperwork to file a claim under Washington State Labor and Industries Industrial Insurance program. Injured employees must submit physician certification(s) of time loss and/or activity restrictions to their supervisor and if off work, must contact his/her supervisor once a week or as otherwise required to keep the City informed of their condition, progress and intent to return to work. To assist Human Resources in managing the industrial insurance claim, the injured employee's supervisor shall immediately forward all time loss and activity restriction documents to Human Resources and should keep Human Resources informed of communication with the employee.

9.12 SAFE WORKPLACE

The City is committed to providing a safe and secure work environment for employees, visitors, and the general public and will not tolerate abusive behavior by or towards its employees. The City has zero tolerance for violence in the workplace. As such, the City strictly prohibits threatened or actual workplace violence. This includes, but is not limited to, behaviors outlined in Section 10.1 Standards of Conduct and Section 9.13 Firearms and Dangerous Weapons, as well as any of the following conduct associated in or around the workplace, or otherwise related to employment:

- Threatening injury or damage against a person or property
- Bullying another person
- Fighting or threatening to fight with another person
- Threatening to use a weapon on City premises (unless such threat is a lawful use of force by an employee required to carry a firearm or weapon as a condition of employment)
- Abusing or injuring another person
- Abusing or damaging property
- Using obscene or abusive language or gestures in a threatening manner
- Raising voices in a threatening manner

Because of the potential for misunderstanding, joking about any of the above misconduct is also prohibited.

Any employee who reasonably believes that a situation with an aggressive co-worker, member of the public, or other party may or has become violent should immediately leave the area and if necessary, call 911. The employee should also immediately report the situation to his/her supervisor, department head or, if the supervisor and department head are unavailable or are part of the violence, the employee should report the situation to Human Resources. Once the situation has been defused, the City will initiate an investigation of the incident to the extent appropriate. Employees who engage in abusive, threatening or violent behaviors may be subject to discipline - up to and including termination.

Please be aware that the City encourages employees to bring their disputes/differences with others to the attention of their supervisor or the Human Resources Manager before the situation escalates. The City is eager to assist in the resolution of employee disputes to promote a positive, safe, and enjoyable working environment.

Duty to Report Protective Orders: Any employee who is the subject of or protected by a domestic violence protective order or civil protective order shall immediately report the existence of the order to his/her supervisor or department head. The department head shall notify Human Resources and the City Manager.

9.13 FIREARMS AND DANGEROUS WEAPONS

In order to comply with its duty to promote a safe working environment, the City prohibits employees from bringing, carrying, exhibiting or using any “dangerous weapon” in the workplace, into a City facility, or while on City business. Under this policy, “City facility” means all areas within the ownership and/or control of the City, and includes, but is not limited to, offices, buildings, parking lots associated with a City building, city vehicles, desks, cabinets, lockers, or storage areas. Employees may store legally owned weapons in their personal vehicles parked in areas associated with City buildings so long as the weapons are secured and not visible.

The term “dangerous weapon” includes, but is not limited to:

- Any firearm, rifle or handgun, regardless of whether an individual has a valid license or permit to carry the same (and regardless of whether the item is concealed).
- Any knife, sword, dagger, or other cutting or stabbing instrument, with a blade of a length of three inches or more, or any razor with an unguarded blade (regardless of whether such weapon or instrument is concealed) - excluding those items normally and appropriately used in the course of an individual’s employment with the City.
- Any instrument or weapon of the kind usually known as a slingshot, Taser, throwing star, bow, sand club, blackjack, metal knuckles, or any stick, chain, metal pipe, bar, club or combination thereof including a device known as numchuk sticks, or any device having the same or similar components or parts, whether or not connected by a rope, chain or other device, or any explosive or poison or injurious gas (excluding those items normally and appropriately used in the course of one’s employment with the City), or any other instrument capable of producing bodily harm, regardless of whether such instrument or weapon is concealed.
- Carrying, exhibiting, displaying or drawing any firearm, dagger, sword, knife or any explosive device, cutting or stabbing instrument, club or any other object capable of producing bodily harm when held or used in a manner that either manifests an intent to intimidate another or that warrants alarm for the safety of another person or persons.

This policy does not apply to or affect the following:

- Authorized law enforcement officers or courtroom security personnel required to carry a weapon as a condition of employment.
- Any situation where an employee's job duties require the carrying or use of explosives, poisons or other potentially dangerous chemicals or devices, while in the performance of those duties and only as it relates to those items (for example, airport employees using a gun for bird control at the airport).
- Other exceptions as may be authorized in writing by the City Manager.

Any employee violating this policy may be subject to disciplinary action, up to and including termination.

9.14 DRUGS, NARCOTICS, AND ALCOHOL

It is the City's goal to provide a healthy, safe, and drug-free workplace. To promote this goal, employees are required to report to work in an appropriate mental and physical condition in order to perform their job safely and efficiently.

The City requires all employees to work drug and alcohol-free at all times. Employees are strictly prohibited from using, possessing, consuming, manufacturing, selling or distributing, or being under the influence of (defined as having any detectable amount in the employee's body) alcohol or any drug that is illegal under federal or state law (including medical and recreational marijuana, which remains illegal under federal law), while on the job (including overtime call-outs), while using City vehicles or property, while representing the City or in any other manner that may affect the employee's work performance or which has a nexus to the employee's employment with the City. This prohibition also extends to legal drugs for which an employee may not have a valid prescription, or that are not used in a manner consistent with accepted frequency or dosage requirements.

The possession and use of medically prescribed and over-the-counter drugs (excluding medical and recreational marijuana) during work hours is permissible, provided that:

- The prescription drugs are legal under both federal and state law and specifically prescribed by an authorized health care provider for the use of that employee; and
- The employee has confirmed with his/her health care professional or pharmacist that the drug(s) will not impair his/her ability to perform the job safely and effectively; and
- The employee can safely perform his/her essential job functions (with or without a reasonable accommodation) while using the prescription or over-the-counter drugs within the recommended dosage.

An employee who needs to use or be under the influence of prescription or over-the-counter drugs while at work, must immediately inform his or her supervisor of such usage if his/her usage of the same

could impair their ability to perform his or her job essential job duties safely and effectively. Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks, or prohibited from working while using the medication. The City shall comply with all applicable law in making this determination.

Availability of Rehabilitation or Treatment: Any employee experiencing substance abuse problems is encouraged to seek voluntary counseling and treatment from available resources including health care providers, treatment programs or the City's Employee Assistance Program (EAP). It is the employee's responsibility to seek help when needed, and to do so before substance abuse causes problems on the job or results in disciplinary action.

Compliance and Enforcement:

If a supervisor has reasonable suspicion to believe an employee is under the influence of alcohol or drugs when reporting for work or during the work shift, the supervisor shall evaluate the employee's condition and relieve the employee of his/her duties. If practical, the supervisor should seek the opinion of at least one additional supervisor to discuss observations and concerns. Co-workers who have reason to believe another employee may be under the influence shall immediately notify a supervisor, department head or Human Resources. "Reasonable suspicion" must be based on observed objective facts and circumstances that are consistent with the effects of substance abuse and should be documented in writing. An employee who is believed to be under the influence of alcohol or drugs will be offered transportation home.

To ensure compliance with this policy, the City may require drug and/or alcohol testing of an employee based upon reasonable suspicion where the City's representative(s) suspect that an employee may be under the influence of drugs or alcohol, or any other situation that suggests that an employee is otherwise violating this policy. Drug and/or alcohol testing may be required following vehicle or other workplace accidents if there is reasonable suspicion that an employee may be under the influence of drugs or alcohol. Employees must comply with drug and alcohol testing as directed by the City. Employees shall be driven to the testing facility and remain under observation at all times until testing begins. Employees shall be driven home following testing.

Alcohol and drug test results will be maintained by Human Resources in separate employee medical personnel files with access to information restricted in accordance with applicable laws.

The City reserves the right to search and inspect employee desks, lockers, work areas and City-owned vehicles, equipment, and other property. Where there is a reasonable basis to suspect a violation of this policy, personal property brought into the workplace may be searched and inspected.

The City may impose disciplinary action, up to and including termination of employment, in the event of any of the following:

- A positive test result;
- Refusal or failure to submit to testing when directed to do so, including failure to provide a sufficient urine specimen or breath sample without a valid medical explanation;

- Refusal to cooperate with the testing process;
- Adulteration of any sample or tampering with any part of the testing process;
- Violation of any portion of this policy.

Notification Requirement: In order to comply with the Federal Drug-Free Workplace Act of 1988, any employee convicted of a criminal drug violation occurring within the workplace must notify the City, as employer, within five (5) days of the conviction date. All employees must abide by the terms of this section as a condition of employment with the City.

Employees Who Operate Commercial Vehicles: City employees who hold Commercial Driver’s Licenses (CDL), and whose job duties include operating a commercial motor vehicle for City business, are subject to the City’s policies as well as additional rules and regulations imposed by the federal government (Department of Transportation). **See Appendix A:** City of Chehalis Drug and Alcohol Policy for use with DOT-regulated employees.

Pre-Placement Drug Testing for Safety Sensitive Positions: Candidates for Police Officer, Sergeant, Detective, Firefighter and Fire Captain positions, as well as any similar safety sensitive positions, shall as a condition of employment, undergo pre-placement drug testing after receiving a conditional offer of employment. A positive test will result in the applicant being ineligible for employment. A current City employee already in a safety sensitive position is not required to undergo a pre-placement drug test prior to transferring or being promoted to another safety sensitive position with the City.

9.15 CONTACT WITH THE NEWS MEDIA; LOBBYING EFFORTS

The City Manager or employees specifically designated by the City Manager or department heads are responsible for all official contacts with the news or social media, including answering questions and the dissemination of official information concerning City business. Other employees should refer questions from the media to the City Manager or the designated media representative.

9.16 SOLICITATIONS

Solicitation by an employee of another employee is prohibited during the “working time” of either person. “Working time” is defined as time when an employee’s job duties and schedule require that he/she be engaged in work tasks. Distribution of printed materials, literature, and the like of any nature shall be limited to non-working times in non-working areas. No literature shall be posted anywhere on the City’s premises without the authorization of Human Resources. Solicitation and/or distribution of materials on the City’s property by persons not employed by the City is prohibited. Nothing in this policy, however, prohibits employees from discussing the terms and conditions of their employment.

Commented [DL1]: In my view, this policy is not necessary. The City already has to comply with Ch. 4.96 RCW, regardless of whether it is mentioned in the Personnel Manual.

CHAPTER 10 - EMPLOYEE CONDUCT, DISCIPLINE AND TERMINATIONS

10.1 STANDARDS OF CONDUCT

All City employees are expected to conduct themselves and represent the City of Chehalis in a professional manner that reflects favorably on the employee, fellow employees and the City. The City strives to provide outstanding service to our community, and expects courtesy, efficiency and professionalism from each and every employee.

All City employees are expected to represent the City in a professional manner which is courteous, efficient and helpful. Employees are also expected to use appropriate language for a professional workplace and to conduct themselves with decorum and professionalism at all times.

Conduct that interferes with City operations, violates the law or City policy, is detrimental to the City, and/or is offensive to co-workers or the public will not be tolerated. While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, set forth below is a list of non-exclusive examples of behavior that violate City policy and that may result in disciplinary action, up to and including termination of employment:

- Failure to treat co-workers, constituents, vendors and others in a courteous, professional, and respectful manner;
- Failure to perform job duties in a satisfactory manner or otherwise engaging in sub-standard work performance;
- Unauthorized absence, or excessive tardiness or absences;
- Misusing, taking for personal use, destroying, damaging or wasting property, supplies or utilities belonging to the City or another employee;
- Assaulting, threatening, or intimidating supervisors or any other fellow employee, constituent, or any other person;
- Violation of City policy regarding workplace violence;
- Engaging in any form of sexual or other unlawful harassment of, or discrimination or retaliation towards, another employee, a client, a constituent or other third party;
- Falsifying or altering any City record or report, such as an employment application, medical reports, production records, time records, expense records, absentee reports, financial documents or the like;
- Misusing City communications systems, including electronic mail, computers, Internet access, and telephones in violation of the City's Communication Policy
- Refusing to follow instructions from a supervisor, department head or City Manager concerning a job-related matter, or otherwise being disrespectful or insubordinate;
- Smoking where prohibited by City policy or local ordinance;
- Using unprofessional, abusive or offensive language;
- Sleeping during working hours, unless working a twenty-four (24) hour shift or otherwise authorized by the employee's supervisor;
- Disclosing confidential information regarding the City or City employees or constituents;

- Negligence or improper conduct resulting in injury or damage to City property;
- Failure to fully cooperate with a City investigation;
- Violating safety procedures or policies, or otherwise endangering the safety of an employee, co-workers or other third party;
- Making, publishing or repeating maliciously false statements concerning a supervisor, co-worker or other person;
- Reporting to work under the influence of alcohol, illegal drugs, controlled substances, or narcotics, or using, selling, dispensing, or possessing illegal drugs or narcotics on City premises;
- Dishonesty;
- Fighting, or threatening or challenging someone to fight;
- Engaging in off-duty misconduct that interferes with an employee's ability to do their job or which otherwise has a nexus to the employee's job with the City and reflects negatively on the City;
- Inappropriate attire in the workplace;
- Engaging in criminal or unethical behavior;
- Willfully obstructing other employees from completing their job duties; or
- Violation of any other City policy.

The above are examples only and are not all-inclusive. At management's discretion, any violation of City policies or any conduct considered inappropriate or unsatisfactory may subject an employee to disciplinary action, up to and including termination.

Finally, please understand that the City considers a consistently positive, cooperative, self-motivated, courteous, and professional attitude to be an essential function of every position. While different positions have different primary areas of responsibility, everyone needs to work as a team – and the City expects all employees to roll up their sleeves and pitch in as necessary to get the job done.

Duty to Report Criminal Arrests and Convictions: Any employee who is arrested or convicted for a felony, gross misdemeanor or misdemeanor offense shall immediately report such arrest or conviction to his/her department head or City Manager.

10.2 DISCIPLINARY ACTIONS

Disciplinary action may include, but is not limited to, verbal warning, written warning, suspension, demotion and termination. The City, in its sole discretion, will determine the appropriate disciplinary response to misconduct or unsatisfactory performance. While the City supports the concept of progressive discipline, use of progressive discipline should not be construed to modify an employee's at-will status. An at-will employee may be terminated without cause, without prior notice, and without using the processes outlined in this section. For represented employees and employees covered by Civil Service, the City will adhere to procedures set forth in the applicable collective bargaining agreement and/or Civil Service Rules.

The choice of disciplinary action in any particular case is solely the City's, and shall be made by the department head in consultation to the extent necessary with Human Resources and the City Manager. The City Manager shall make final decisions regarding suspension, demotion or termination.

Depending on the nature of the behavior at issue, the City may place an employee on administrative leave pending an investigation and determination regarding discipline. As deemed appropriate by the City based on the particular circumstances, an employee on administrative leave shall be available to the City as needed during regular work hours, and may be required to turn over all City property (cell phone, keys, equipment, etc.), and/or remain away from City facilities without prior permission and escort.

FLSA non-exempt employees suspended without pay may not use or receive compensation for vacation, sick leave, comp time or any other paid leave benefit during the suspension.

10.3 PRE-DISCIPLINARY MEETING

In the case of possible suspension, demotion or termination (collectively "discipline") of an employee represented by a collective bargaining agreement (or if/when otherwise required by applicable law), the City will conduct a pre-disciplinary meeting prior to rendering a final disciplinary decision. Pre-disciplinary meetings do not apply to employees who have not completed their initial probationary period or who do not otherwise have a vested property interest in their employment with the City (as defined by law). The pre-disciplinary meeting provides the employee with an opportunity to give the City their perspective and "side of the story" before a final disciplinary decision is made.

Before conducting such pre-disciplinary meetings as described above, the City will provide the employee with a notice of the proposed disciplinary action and offer the employee an opportunity for a pre-disciplinary meeting. The notice will generally include:

- 1) identification of the charges or grounds on which the proposed disciplinary action is based;
- 2) an explanation of the reasons the City believes misconduct has occurred and discipline is warranted;
- 3) the date, time and location of the pre-disciplinary meeting;
- 4) notice of the employee's opportunity at the meeting to respond to the charges, either verbally or in writing, including a chance to explain why the City should not impose discipline (and/or should impose a lesser level of discipline); and
- 5) notice of the employee's right to have a representative present at the meeting.

If the employee fails or refuses to appear at the pre-disciplinary meeting, then the City shall proceed to make its final decision as to whether discipline should be imposed against the employee on the basis of the information available. The City Manager or his/her designee shall conduct the pre-disciplinary meeting.

Although the written notice of the City's explanation of reasons (as outlined in item 2 above) should be sufficient to inform the employee of the basis for discipline, this procedure shall not be construed to limit the City at any subsequent hearing, proceeding, or litigation from presenting a more detailed and complete case related to the basis for discipline, including the presentation of witnesses and documents not introduced at the pre-disciplinary meeting.

After the pre-disciplinary meeting occurs, the City shall provide the employee with written notice of its final decision as to whether discipline shall be imposed and, if so, the level of discipline.

10.4 DISCIPLINARY PROBATION

In addition to other potential disciplinary consequences, the City may place an employee on a disciplinary probation for any period not to exceed twelve (12) months. During the disciplinary probation period, the employee must show the required improvements necessary to remain in the position. Prior to being placed on disciplinary probation, the employee will be given a written statement of the action taken, the reasons for the action and the consequences of repeating or engaging in further or other unacceptable behavior. A copy of the written statement shall be placed in the employee's personnel file. Satisfactory completion of the disciplinary probation period does not alter the at-will status, nor does it create an employment contract or in any way guarantee continued employment with the City.

10.5 LAYOFF

The City Manager may, in his/her discretion, lay off employees for lack of work, budgetary restrictions, reorganization, elimination of a position or service, or other changes that have occurred or are expected to take place. Other options such as part-time work schedules, furloughs, job sharing and voluntary time and/or pay reductions may also be explored, if, in the opinion of the City Manager, such options are in the best interest of the City.

In the event the City Manager determines that layoffs are appropriate, positions will be eliminated based on operational needs and budgetary considerations. Evaluation of layoff criteria will be within the sole discretion of the City. Employees will be selected for layoff based upon the City's determination who is best capable of performing the jobs remaining. Unless provided otherwise in a collective bargaining agreement or Civil Service rules, years of employment with the City generally will not be a factor in determining layoffs. There are no bumping or recall rights.

Temporary, seasonal or employees who have not completed their probationary period will be retained or terminated based on the City's determination of operational needs and budgetary considerations.

In the event a layoff is expected, the City will attempt to communicate information to the impacted employees at least thirty (30) days prior to the effective date of the layoff. However, the City reserves the right to provide less information or notice.

Laid-off employees are encouraged to apply and compete for any positions with the City that become available in the future.

These layoff procedures are guidelines only and shall not create any right of action in the event of deviation from the guidelines. The City retains at all times the discretion to select which positions it will retain in order to best meet its short and long-term needs.

10.6 RESIGNATION

The City appreciates receiving notice of an employee's plans to resign or retire as early as possible in order to facilitate the transfer of information and the hiring of new employees. At a minimum, an employee wishing to leave the City service in good standing must submit a written resignation to his/her department head at least two (2) weeks prior to the effective date of resignation. The two weeks' notice may be waived by the City Manager upon the recommendation of the department head. A copy of the resignation shall be forwarded to the City Manager and Human Resources.

Exit interviews may be conducted if determined appropriate in the City's discretion.

CHAPTER 11 - COMPLAINT PROCEDURES

11.1 COMPLAINT PROCEDURES

THIS COMPLAINT PROCEDURE DOES NOT APPLY TO DISCRIMINATION, RETALIATION OR WHISTLEBLOWER COMPLAINTS. Employees having complaints about workplace harassment, discrimination or retaliation should follow the anti-discrimination complaint procedure outlined in Section 2.7 Discrimination/Harassment/Retaliation Complaint Procedure. Employees wishing to complain about improper governmental action or retaliation for filing a complaint about improper governmental action, must follow procedures outlined in Section 11.2 Reporting Improper Governmental Action.

The City will strive to assure clear communication and will attempt to resolve employee concerns through discussion or other informal measures. Employees are encouraged to discuss any problems or suggestions with their immediate supervisor, department head or Human Resources. However, if an employee feels that all informal avenues have been exhausted and the complaint or concern has not been resolved, the employee should follow the complaint procedure outlined below. Employees shall not be retaliated against for utilizing this complaint procedure in good faith.

Eligibility. This complaint procedure applies to all employees, however employees represented by a collective bargaining unit or who are covered under civil service rules must follow the grievance procedures set out in the respective collective bargaining agreements or civil service rules, where applicable. Under no circumstances shall an employee have the right to utilize more than one complaint or appeal procedure available to employees.

Temporary, hourly and probationary employees are eligible to use this complaint process except in the case of termination, where no such eligibility exists.

Procedure. As previously stated, an employee should first attempt to resolve concerns through discussion or other informal measures. If the issue has not been resolved informally:

- 1) The employee shall submit a written description of the complaint to his/her immediate supervisor within ten (10) days from the date of the last informal discussion of the issue with the employee's supervisor or department head. The written complaint must contain, at a minimum: a description of the complaint, any specific policy or procedure which is believed to be violated or misapplied, the date of the circumstances leading to the complaint or the date when the employee first became aware of the circumstances, and the remedy sought by the employee to resolve the complaint.
- 2) The supervisor will generally respond to the employee in writing within five (5) working days from the date of receipt of the complaint. A copy of all documentation shall be sent to the department head and Human Resources.
- 3) If the employee feels the immediate supervisor has not resolved the complaint, the employee may appeal to his/her department head within five (5) working days from receipt of the supervisor's

response. The department head will generally respond to the employee in writing within five (5) working days from receipt of the appeal of the complaint. A copy of all documentation shall be sent to the supervisor and Human Resources.

- 4) If the employee feels the department head has not resolved the complaint, the employee may appeal to the City Manager within five (5) working days from receipt of the department head's response. The City Manager may meet with some or all of the parties, either individually or together, and will usually respond in writing to the employee within ten (10) working days. A longer period for response may be required when the situation warrants. The City Manager's response and decision shall be final and binding. A copy of all documentation shall be sent to the supervisor, department head and Human Resources. In cases involving a termination, the employee may bypass steps one through three above and submit their complaint directly to the City Manager at step 4.

Time Limits. Time limits are established to address complaints quickly, however, the City may require more time to respond to a complaint depending upon complexity, time needed to gather information or other issues. If additional time is needed, the City will notify the employee of the anticipated date for the response and shall not unduly delay the complaint process. Failure of the employee to submit the written complaint and/or appeal within the stated time limits shall terminate the complaint and the matter shall be considered resolved.

11.2 REPORTING IMPROPER GOVERNMENTAL ACTION (WHISTLEBLOWER PROTECTION)

The City of Chehalis, in compliance with the Local Government Whistleblower Protection Act, Ch. 42.41 RCW, encourages employees to disclose, in good faith, any improper governmental action taken by City employees and/or City elected officials 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 timely resolution.

The identity of the reporting employee shall be kept confidential to the extent possible under law (unless the employee authorizes additional disclosure of his/her identity in writing), taking into account the City's potential need to make certain disclosures in order to conduct the subject investigation and address the matter, any due process or contractual rights of the accused employee, and other applicable law/authority with which the City must comply. As such, confidentiality however cannot be guaranteed in all cases.

Key Definitions:

"Improper Governmental Action" is any action by a City official or employee that is undertaken in the performance of the official's or employee's official City duties, whether or not the action is within the scope of the employee's employment, and

- in violation of any federal, state or local law or rule;

- an abuse of authority;
- is of substantial and specific danger to the public health or safety; or
- is a gross waste of public funds.

"Improper governmental action" does not include personnel actions including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged labor agreement violations, reprimands, or any action that may be taken under Chapters 41.08, 41.12, 41.14, 41.56, 41.59, or 53.18 RCW or RCW 54.04.170 or 54.04.180. In addition, nothing in this policy authorizes employees to disclose information prohibited by law.

"Retaliatory Action" means: (a) any adverse change in a local government employee's employment status, or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action; or (b) hostile actions by another employee towards a City employee that were encouraged by a supervisor or senior management official.

"Emergency" means 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 what they believe to be improper governmental action should follow the procedures outlined below:

- 1) The employee shall submit a written report to his/her respective Department Director, stating in detail the basis for his/her belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his/her Department Director, the employee must submit the foregoing written report to either the City Manager or the Human Resources Manager. The employee must submit the written report as soon as he/she becomes aware of the alleged improper action but no later than 30 days from the date of the action in question.

In the case of an emergency, where the employee believes that personal injury or property damage may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency responsible for investigating the improper action before initiating the other steps described in this policy, such as:

- Chehalis Police Department or other law enforcement agency
- Lewis County Prosecuting Attorney
- Attorney General, State of Washington
- U.S. Attorney (Western District of Washington)

- 2) After receiving a report of possible improper governmental action, the City will take prompt action to properly investigate the allegations. If necessary, the City Manager or his/her designee shall

appoint an investigator (either internal or external). If the complaint involves allegations of possible criminal behavior, the City will notify the appropriate law enforcement authorities. The City shall advise the employee that a prompt investigation is occurring. Emergency situations shall receive an appropriate expedited response. Non-emergency situations shall receive serious, prompt attention.

- 3) The appointed investigator shall determine the scope of the investigation, as appropriate. After an investigation has been completed, the employee who reported the possible improper governmental action shall be advised of a summary of the results of the investigation; however, personnel actions taken as a result of the investigation may be kept confidential to the extent permitted by law. In addition, the City Manager or his/her designee shall decide: (a) what action, if any, should be taken to address the report of improper governmental action; and (b) what, if any, personnel action is appropriate.

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 governmental 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. Whistleblower actions can be reported to the Washington State Auditor's Office, the Washington State Attorney General's Office, as well as other state and federal offices.

Any employee reporting an alleged improper governmental action who fails to make a good-faith effort to follow the procedures set forth in this policy shall not receive the protections provided by the City pursuant to state law. In addition, an employee who knowingly furnishes false information will be subject to appropriate disciplinary action, up to and including termination of employment.

Protection Against Retaliation: Officials and City employees are prohibited from taking retaliatory action against an employee because the employee has in good faith reported improper governmental action in accordance with this policy.

Procedure for Seeking Relief Against Retaliation: Employees who believe they have been retaliated against for reporting an improper governmental action shall follow the procedures outlined below. Represented employees may elect to address alleged retaliatory actions through the collective bargaining agreement grievance process. Under no circumstances shall an employee have the right to utilize more than one complaint or appeal procedure available to employees.

- 1) Within thirty (30) days of the occurrence of the alleged retaliatory action, the employee must provide a written notice to his/her department head. The written notice must specify the alleged retaliatory action and the relief requested. If the subject department head is allegedly involved in the retaliation, the employee shall provide the foregoing written notice to the Human Resources Manager or the City Manager.
- 2) The City will respond to the employee's written report of possible retaliatory action within thirty (30) days of receiving the written notice. The City will take prompt action to properly investigate the allegations. If the complaint involves allegations of possible criminal behavior, the City will notify the

appropriate law enforcement authorities. The City will strive to complete investigations as soon as possible after receiving notice of the complaint.

- 3) After an investigation has been completed, the employee who reported the alleged retaliatory action shall be advised of a summary of the results of the investigation; however, personnel actions taken as a result of the investigation may be kept confidential to the extent permitted by law.
- 4) Within fifteen (15) days of delivery of the City's response to the retaliation complaint, or within forty-five (45) days after the delivery of the complaint to the City, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. The employee must deliver the request for hearing within the time frames outlined above to the Human Resources Manager or the City Manager.
- 5) Within five (5) working days of receipt of the request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence. The administrative law judge shall issue a final decision consisting of findings of fact, conclusions of law, and judgment no later than forty-five (45) days after the date of the request for hearing was delivered to the City. The administrative law judge may grant specific extensions of time beyond this period of time for rendering a decision at the request of either party upon a showing of good cause, or upon his/her own motion. Relief that may be granted by the administrative law judge consists of reinstatement, with or without back pay, and such injunctive relief as may be found necessary in order to return the employee to the position he or she held before the retaliatory action and to prevent any recurrence of retaliatory action. The administrative law judge may award costs and reasonable attorneys' fees to the prevailing party.

In addition, if a determination is made that retaliatory action has been taken against the employee, the administrative law judge may, in addition to any other remedy, impose a civil penalty personally upon the retaliator of up to three thousand dollars payable by each person found to have retaliated against the employee and recommend to the City that any person found to have retaliated against the employee be suspended with or without pay or dismissed. The City will consider any such recommendation provided by the administrative law judge. To the extent applicable, all penalties recovered shall be paid to the local government administrative hearings account created in RCW 42.41.060.

The final decision of the administrative law judge is subject to judicial review under the arbitrary and capricious standard. Relief ordered by the administrative law judge may be enforced by petition to superior court.

Responsibilities: The City Manager or his/her designee is responsible for implementing the City's policies and procedures for: (a) reporting improper governmental action and (b) protecting employees against retaliatory actions. This includes ensuring that:

1. This policy, or a summary of it, is permanently posted in a place where all employees will have reasonable access to it;

2. This Policy will be made available to any employee upon request; and
3. This Policy (along with this entire Personnel Policies Manual) will be provided to all new hires.

In addition, City management, officials, and supervisors are responsible for ensuring that the procedures relating to this policy are fully implemented within their respective areas of responsibility.

Violations of this policy and the procedures specified above will result in appropriate disciplinary action, up to and including termination.

Acknowledgement of Receipt of City of Chehalis Personnel Policies Manual

All employees shall read the following, then sign, date and return this form to Human Resources. The form will be placed in the employee's personnel file.

You have been provided with a copy of City of Chehalis Personnel Policies Manual. It is your responsibility to read these policies, as they will acquaint you with the City's personnel practices and rules, and your employee benefits. The most current personnel policies are always available from Human Resources for your review.

It is important to understand that these policies do not create an employment contract (either express or implied) or a guarantee of employment of any specific duration between the City and its employees. These policies are general guidelines and do not constitute promises of specific treatment in specific circumstances.

The City reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the City Manager. Additionally, please note that this Manual contains guidelines only which may be disregarded when, in the opinion of the City, circumstances so require.

To the extent that any previous City policies or practices are inconsistent with the guidelines in this Manual, the guidelines in this Manual will control.

If you have any questions about these policies or any other policies of the City, please feel free to ask your supervisor, department head, or Human Resources.

I have read and understand the statement above.

Employee Signature

Employee Printed Name

Date

(Return one signed copy of this form to the Human Resources Department.)

City of Chehalis

Drug and Alcohol Policy – Appendix A

For use with DOT regulated employees

Federal regulations require that employers conduct alcohol and controlled substances testing of drivers who operate commercial motor vehicles, mechanics, and supervisors with a commercial driver's license who fill in. For the purpose of this policy, the employee will be referred to as "driver" and the employer will be referred to as "Employer." This policy provides guidelines for circumstances under which the Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Transportation (DOT) mandated testing must be conducted. Of course, all the details of every possible situation cannot be anticipated, so the Employer reserves the right to determine the appropriate application of this policy and general employment policies to any particular case.

Employees covered by this policy have been provided a copy of these FMCSA/DOT provisions and by signature verify that they have read and understand the policy. **Drivers should note that in addition to the required DOT regulations, they are also subject to the Employer's drug and alcohol policy and all other policies and procedures applicable to all employees.** Throughout this policy, any provisions that are based on Employer's sole authority (vs. mandated by federal regulations) will be underlined.

The Employer expects all drivers to work drug- and alcohol-free at all times. If you have any questions about this policy, contact **the Human Resources Manager**.

The following conditions and activities are expressly prohibited:

The manufacture, or sale, or use or possession of alcohol, any controlled or illegal substance (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on Employer premises or property, or during work time, or while representing the Employer in any work-related fashion.

Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance. For purposes of this policy, having any detectable level of an illegal or controlled drug, or alcohol with an alcohol concentration of .02 or greater, in one's system while covered by this policy will be considered to be a violation.

Alcohol and Drug Problems

In some cases alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Drivers who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. It is the **driver's** responsibility to seek help

when needed, and to do so **before** substance abuse causes problems on the job, results in a positive drug or alcohol test, or results in disciplinary action.

Drivers who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation, and treatment requirements of 49 CFR Part 382 and 40, provided that:

1. The admission is in accordance with the Employer's written established voluntary self-identification policy;
2. The driver does not self-identify in order to avoid testing;
3. The driver makes the admission of alcohol misuse or controlled substances use before performing a safety-sensitive function;
4. The driver does not perform a safety-sensitive function until the Employer is satisfied that the driver has successfully completed education or treatment requirements in accordance with guidelines.

Normally, the Employer will:

1. Not take adverse action against a driver making a voluntary admission of alcohol misuse or controlled substances use provided that the admission occurs before the employee has been subject to disciplinary action or the use/misuse has affected job performance;
2. Allow the driver sufficient opportunity to seek an evaluation, education or treatment to establish control over the employee's drug or alcohol problem;
3. Permit the employee to return to safety sensitive duties **only** upon successful completion of an educational or treatment program, as determined by a substance abuse professional.

Contact the Human Resources Manager for assistance and referrals to a Substance Abuse Professional.

Definitions

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol concentration (or content), BAC" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under 49 CFR Part 382.

"Alcohol use" means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

"Commercial motor-vehicle" (or "CMV") means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Has a gross vehicle weight rating of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

"Controlled substances" mean those substances identified in 49 CFR Part 40.85, as amended: marijuana,

cocaine, opiates, amphetamines, and phencyclidine.

"DOT Agency" means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with 49 CFR Part 40.

"Driver" means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly-employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

"Drug" has the meaning of any controlled substances, prescription, or over-the-counter medication.

"EBT (or evidential breath testing device)" means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.

"Employer" means an entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with 49 CFR Part 382. The term refers to the entity responsible for overall implementation of DOT drug and alcohol program requirements, as well as those individuals employed by the entity who take personnel actions resulting from violations of 49 CFR Part 382 and any applicable DOT agency regulations. Service agents are not employers.

"Licensed medical practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

"Medical Review Officer (MRO)" means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

"Performing (a safety-sensitive function)" means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

"Refuse to submit (to an alcohol or controlled substances test)" means that a covered employee:

- Fails to show up for any test (except a pre-employment test) within a reasonable time after being directed to do so by the Employer. This includes the failure of an employee to appear for a test when called by a Consortium/Third Party Administrator);

- Fails to remain at the testing site until the testing process is complete; provided, that an applicant who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test. The testing process commences once the applicant has been provided the specimen collection cup;
- Fails to provide a urine specimen for any drug test or breath or saliva sample for an alcohol test required by 49 CFR Part 382, if the employee leaves after the testing process has commenced;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the provision of a specimen;
- Fails to provide a sufficient amount of urine, breath or saliva when directed, unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure to provide;
- Fails or declines to take a second test the employer or collector has directed following a negative dilute result as required by 40.197(b);
- Fails to undergo an additional medical examination, as directed by the MRO as part of the verification process, or as directed by the Designated Employer Representative (DER) concerning the evaluation as part of the "shy bladder" procedures in 49 CFR Part 40, subpart I; or fails to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined in 40.265(c);
- Fails to cooperate (e.g. refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector) or otherwise interferes with any part of the testing process;
- Fails to sign the certification at Step 2 of the alcohol testing form (ATF);
- Is reported by the MRO as having a verified adulterated or substituted test result;
- For an observed collection, fails to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process;
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
- Admits to the collector or MRO to having adulterated or substituted the specimen.

"Safety-sensitive function" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required by FMCSA regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct

The following is considered prohibited conduct under this policy:

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. No driver shall use alcohol while performing safety-sensitive functions.
3. No driver shall perform safety-sensitive functions within four hours after using alcohol.
4. No driver required to take a post-accident alcohol test under 49 CFR 382.303 shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
5. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, or follow-up controlled substance and/or alcohol test required by 49 CFR Part 382.
6. No driver shall report for duty, remain on duty or perform a safety-sensitive function when there is a quantifiable level of a controlled substance in the driver's body above the minimum thresholds established in 49 CFR Part 40. Although the personal use of marijuana is permitted under Washington law, federal law still prohibits the use and possession of marijuana. Employees must be aware that having a detectable level of marijuana in their body, regardless of whether their use was for recreational or medical purposes, constitutes prohibited conduct.
7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drug except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. Notwithstanding the above, the medical use of marijuana that causes drug or drug metabolites to be present in the body above minimum thresholds established in 49 CFR Part 40 constitutes prohibited conduct regardless of whether the marijuana was used under the guidance of a medical practitioner and regardless of whether the medical practitioner advised that such use will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. The Employer shall not permit a driver to continue to perform safety sensitive functions if the Employer has actual knowledge of a driver violating any of the aforementioned prohibitions. Actual knowledge may be based on the Employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substances use, except as discussed in the Employer's voluntary self-identification program.

Other Related Alcohol Conduct

A driver tested under the requirements of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed immediately from performing safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the test administration.

Depending on the circumstances, an employee who is removed from service due to an alcohol concentration of 0.02 or greater but less than 0.04 may be subject to discipline.

Controlled Substances and Alcohol Testing

Submission to the controlled substance and alcohol testing described in this policy is a condition of employment with the Employer for those drivers covered by DOT and FMCSA regulations. A refusal to submit (as described above) will constitute a violation of this policy and be grounds for termination of employment. A driver may be tested for controlled substances at any time during his/her work day, except pre-employment, and alcohol testing will be conducted just before, during or after performing safety sensitive functions.

Drivers will be subject to testing as follows:

Pre-Employment: Drivers will be tested for controlled substances unless:

1. The driver participated in a DOT testing program within the past 30 days and:
2. While participating in that program, either:
 - a. Was tested for controlled substances within the past 6 months (from the date of application with the Employer), or
 - b. Participated in the random controlled substances testing program for the previous 12 months (from the date of application with the Employer); and
3. No prior employer of the driver of whom the employer has knowledge has records of a violation of DOT controlled substances regulations within the previous 6 months.

A driver/applicant who tests positive on a pre-employment test will not be hired, but may be eligible to reapply for employment with the Employer after **12 months** from the date of the positive test. In addition, an applicant who tested positive on any DOT mandated pre-employment drug test after August 1, 2001, must provide documentation of his/her successful completion of DOT return-to-duty requirements (i.e., an evaluation by a substance abuse professional, education and/or treatment, and a negative DOT pre-employment test, all of which meet the requirements of 49 CFR Part 40).

In the event a driver does reapply following a positive test, the driver/applicant will be responsible to pay for the pre-treatment evaluation, education and/or treatment, and the subsequent pre-employment test.

Post-Accident: As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving driver shall be tested for controlled substances and alcohol if:

1. the driver was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
2. the driver received a citation for a moving violation and the accident involved bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident; or
3. the driver received a citation for a moving violation and the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test. The alcohol test must be completed within two (2) hours of the accident; if not, the supervisor must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the accident. After eight (8) hours the attempt to test will be ceased, and the supervisor must again provide the reasons for the test not being administered.

A controlled substances test shall be administered as soon as practicable up to 32 hours following the accident. After 32 hours the attempt to test will be ceased, and the supervisor must provide the reasons for the test not being administered promptly. A driver must remain readily available for testing, or may be deemed by the Employer to have refused to submit to testing.

Nothing in this policy should be construed to require the delay of necessary medical attention for the injured.

In addition, any driver involved in any commercial motor vehicle accident involving an injury requiring immediate medical attention or any vehicle towed away because of disabling damage, will be required to submit to testing, even if the driver is not issued a citation. Testing will be to determine the presence, use, or any involvement with alcohol or drugs unless the Employer determines, in its discretion, that the accident could not have been caused by alcohol or drug use.

The driver will submit to an alcohol test within eight (8) hours and a controlled substances test within 32 hours of the accident. The Employer/driver must advise the collection site and alcohol testing personnel that the test being required is an Employer-required test, and not a mandated DOT test.

Random: The Employer is using a consortium/third party administrator to facilitate the random selection of drivers and notification to the employer of the driver(s) selected for testing. The consortium/third party administrator is:

A WorkSAFE Service, Inc.
1696 Capitol St NE
Salem OR 97301
(503) 391-9363

Drivers will be subject to random alcohol and controlled substance testing under the following program:

1. Random selection of drivers will be made by a scientifically valid method using a computer-based random number generator that is matched with drivers' social security numbers.
2. Each driver shall have an equal chance of being drawn each time selections are made.
3. Selections for testing are unannounced and reasonably spread throughout the calendar year.
4. Random selections are made to ensure testing for controlled substances is conducted at not less than the minimum annual 25% rate and alcohol is conducted at not less than the minimum annual 10% rate, or the rates as established by the FMCSA.
5. A driver shall only be tested for alcohol just before, during, or after performing safety-sensitive functions; however, he/she may be tested for controlled substances any time while performing work for the Employer.
6. Once a driver is notified of selection for random alcohol and/or controlled substances testing, he/she shall proceed to the test site immediately.

Reasonable Suspicion: Drivers will be tested for alcohol and/or controlled substances whenever the employer has reasonable suspicion that the individual is under the influence of alcohol or a controlled substance. Reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the behavior, speech, appearance or body odors of the driver, including any indicators of the chronic and withdrawal effects of controlled substances. Drivers required to be tested under reasonable suspicion testing will be removed from performing safety-sensitive functions pending the outcome of the test result(s) and be transported to the testing facility by the Employer.

Reasonable suspicion drug testing is authorized when the supervisor's observation of the driver's behavior occurs any time during the workday. Reasonable suspicion alcohol testing is authorized only if the supervisor's observation of the driver's behavior has been made during, just preceding, or just after

performing any safety-sensitive function.

The alcohol test must be completed within two (2) hours of the observation; if not, the Employer must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the observation. After eight (8) hours, the attempt to test will cease. If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames.

The Employer shall not permit a driver to report for duty, remain on duty, perform, or continue to perform any safety-sensitive functions while the driver is impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse, until:

1. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02 percent; or
2. The start of the driver's next regularly-scheduled duty period, but not less than twenty four (24) hours following the supervisor's determination that reasonable suspicion exists.

Supervisors and any Employer representative that may be expected to serve in a supervisory capacity, and who may be required to make a reasonable suspicion determination, must have received at least 60 minutes of training on the indications of probable drug use and an additional 60 minutes training on the indicators of probable alcohol misuse. Only those individuals who have received this training are qualified to make these decisions.

Return-to-Duty: No driver found to be in violation of the Employer drug and alcohol policy will be permitted to return to duty involving safety-sensitive functions until the driver undergone an assessment with a Substance Abuse Professional as required by 49 CFR Part 40 and has a verified negative controlled substances test and/or an alcohol test with a result less than 0.02 alcohol concentration. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

Follow-Up: Any driver in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances use as identified through the evaluation by the Substance Abuse Professional will, if still employed, be required to enter into a Last Chance Agreement as a condition of continued employment and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional. The Employer may perform follow-up testing for five years. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

Failure to Cooperate

Employees who are subject to this policy are expected to comply fully with any required testing. Failure to do so (including, for example, refusing to sign consent or refusing to test, obstructing the testing process, failing to make themselves available for a required test, failing to provide an adequate sample for testing, attempting to adulterate or substitute a specimen, or in any way tampering with a required

test, failure to empty pockets or wash hands as requested by collection site personnel, refusing to permit an observed collection, possessing or wearing a prosthetic or other device that could be used to interfere with the collection process) will cause the driver to be immediately relieved from performing safety-sensitive functions, and will also be considered a violation of Employer policy that will subject the employee to discipline, up to and including termination of employment. The Employer also reserves the right to involve law enforcement officials for any conduct that it believes might be in violation of state or federal law.

Testing Procedures

Urine Specimen Collection: Specimen collections will be conducted in accordance with the procedures of 49 CFR Part 40, as amended. The collection procedures are designed to ensure the security and integrity of the specimen provided by each covered employee, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to preserve the individual's privacy as much as possible consistent with ensuring an accurate result. Covered employees will be required to empty their pockets before providing the drug test specimen.

Under normal circumstances, the applicant or covered employee will be afforded compete privacy in the restroom for providing the urine sample. Certain situations do require the urine sample be provided under same-gender direct observation. Those situations include:

- The temperature on the original specimen was out of range; or
- The original specimen appeared to have been tampered with (i.e. unusual color, odor, foam, etc.); or
- The collector observes materials brought to the collection site or the individual's conduct clearly indicates an attempt to tamper with a specimen; or
- The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the Employer there was not an adequate medical explanation for the result; or The MRO
- reported to the Employer that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed; or
- The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5mg/dL, and the MRO reported the specimen to the Employer as negative-dilute and a second collection must take place under direct observation; or
- All return-to-duty or follow-up drug tests.

When that occurs, the individual subjected to testing will be required to follow the observer's instructions to raise their clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.

Refusing to permit an observed collection, or possessing or wearing a prosthetic or other device that could be used to interfere with the collection process, are considered a refusal to test and will constitute a verified positive drug test result.

Laboratory Analysis: As required by 49 CFR Part 40, only a laboratory certified by the Department of Health and Human Services (DHHS) will be retained by the Employer to perform the analysis of the urine specimen for controlled substances. The initial screening test will be performed by immunoassay and will test for substances and at cutoff levels required by 49 CFR Part 40, as amended. All specimens

identified as positive on the initial screening test will be confirmed using gas chromatography/mass spectrometry techniques at cutoff levels required by 49 CFR Part 40, as amended.

Breath Alcohol: Testing will be conducted by a qualified technician according to 49 CFR Part 40 procedures using a DOT-approved device. If an initial test indicates an alcohol concentration of less than 0.02, no further testing will be conducted. If the initial test result is 0.02 or greater, a confirmation test will be conducted by a Breath Alcohol Technician using an Evidential Breath Testing (EBT) device. Testing will be conducted in a manner that protects the confidentiality of the employee's testing information as well as the integrity of the testing process.

Medical Review

All controlled substances test results will be reviewed by a Medical Review Officer (MRO) before results are reported to the Employer. The MRO will attempt to contact the driver to discuss the test results before reporting positive results to the Employer.

The Employer Medical Review Officer is:

Dee J. McGonigle, M.D.
18912 North Creek Parkway
Suite 202
Bothell, WA 98011
(425) 488-9755

Notification of Results

The Employer will notify the affected driver of any controlled substances test that is reported as positive by the MRO. The Employer will notify driver-applicants of the results of pre-employment controlled substances testing if the applicant requests that information in writing within 60 days after the Employer notifies the applicant that he/she has or has not been hired.

Analysis of Split Sample

A urine sample will be split at the time of collection. Within 72 hours of the MRO notifying the driver of a verified positive controlled substances test, or an adulterated or substituted specimen, the driver may request the split sample to be tested. Only the MRO may authorize such testing, which may take place only at laboratories certified by the Department of Health and Human Services (DHHS). If the split sample test fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test or take such steps as are directed by DOT regulations.

All applicants/drivers have a right to request testing of the split sample. The Employee/Driver shall be responsible for the cost of testing the split sample.

Confidentiality

Records required under this policy, including test results, will be maintained in a secure location with controlled access. Each driver shall, upon written request, be entitled to receive copies of his/her own records, and to have copies of his/her records made available to any subsequent employer. Information may also be disclosed to the relevant state or federal agencies, or in connection with judicial, administrative or related proceedings (e.g., grievances and arbitration) initiated by or on behalf of the driver, or where otherwise required by law.

Evaluation and Referral

DOT regulations require that any driver who violates the alcohol and controlled substances rules of 49 CFR Part 382 be advised of available evaluation resources and be evaluated by a Substance Abuse Professional. The driver must complete an appropriate education and/or treatment program before being eligible to return to safety sensitive duty.

Before returning to performing safety-sensitive functions for **any** DOT employer, a driver must be tested for controlled substances with a verified negative controlled substances test result and/or alcohol with a test result less than 0.02 alcohol concentration. The driver will be subject to follow-up testing of at least six tests in the first 12 months of returning to duty, and follow-up testing may continue for five years.

Information on Effects and Signs of Alcohol and Controlled Substance Use

DOT regulations require employers to furnish information regarding the effects of alcohol and controlled substance use, as well as the signs and symptoms of such use. Included in an appendix to this policy are fact sheets regarding alcohol and various controlled substances. Any employee who suspects a co-worker has an alcohol or drug problem may refer the co-worker to contact information for the Substance Abuse Professional identified in this policy, City's Employee Assistance Program, or to management.

Personnel responsible for supervising and managing employees subject to testing under this policy must attend at least two hours of training on alcohol and drug misuse symptoms and indicator used in making determinations for reasonable suspicion testing.

Consequences

Under normal circumstances, employees violating this policy or federal regulations will be suspended from performing any safety-sensitive functions with a commercial motor vehicle and will be subject to disciplinary action up to and including termination of employment. Under some circumstances, however, the Employer may agree to return an employee to performing these functions following treatment and rehabilitation. When that occurs, the employee must pay the cost of any treatment. The Employer medical plan, if available to the employee, may cover a portion of the costs associated with

the pre-treatment evaluation and treatment. Uncovered costs of treatment are the employee's responsibility to pay.

When, at the Employer's discretion, an employee is returned to work, the driver will be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional in order to continue to perform safety-sensitive functions and operate a commercial motor vehicle requiring a CDL.

The Employer reserves the right to take disciplinary action up to and including termination for violation of the Employer drug and alcohol policy where and when deemed appropriate.

CERTIFICATE OF RECEIPT

I hereby certify that on the date shown below, I received and read a copy of the City of Chehalis Drug and Alcohol Policy for Use With FMCSA/DOT-Regulated Employees. I understand and agree to comply with this policy, including any required alcohol or controlled substance testing.

Employee – Print name

Employee – Signature

Date: _____

(Original to be kept in employee personnel file.)

Resolution No. 1-2022 will be distributed for review at the meeting on January 10, 2022.