



# AGENDA

## STAFF PRESENTATIONS

## PUBLIC COMMENT

### SHORELINE CITY COUNCIL VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, March 1, 2021  
7:00 p.m.

Held Remotely on Zoom  
<https://zoom.us/j/95015006341>

**In an effort to curtail the spread of the COVID-19 virus, the City Council meeting will take place online using the Zoom platform and the public will not be allowed to attend in-person. You may watch a live feed of the meeting online; join the meeting via Zoom Webinar; or listen to the meeting over the telephone.**

**The City Council is providing opportunities for public comment by submitting written comment or calling into the meeting to provide oral public comment. To provide oral public comment you must sign-up by 6:30 p.m. the night of the meeting. Please see the information listed below to access all of these options:**



[Click here to watch live streaming video of the Meeting on shorelinewa.gov](https://www.shorelinewa.gov)



Attend the Meeting via Zoom Webinar: <https://zoom.us/j/95015006341>



Call into the Live Meeting: 253-215-8782 | Webinar ID: 950 1500 6341



[Click Here to Sign-Up to Provide Oral Testimony](#)

*Pre-registration is required by 6:30 p.m. the night of the meeting.*



[Click Here to Submit Written Public Comment](#)

*Written comments will be presented to Council and posted to the website if received by 4:00 p.m. the night of the meeting; otherwise they will be sent and posted the next day.*

Page    Estimated  
Time  
7:00

1.    **CALL TO ORDER**
2.    **ROLL CALL**
3.    **REPORT OF THE CITY MANAGER**
4.    **COUNCIL REPORTS**
5.    **PUBLIC COMMENT**

*Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up by 6:30 p.m. the night of the meeting via the [Remote Public Comment Sign-in form](#). Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed.*

6.    **APPROVAL OF THE AGENDA** 7:20

- |           |   |             |      |
|-----------|---|-------------|------|
| <b>7.</b> | <b>CONSENT CALENDAR</b>   |             | 7:20 |
|           | (a) Approval of Minutes of Regular Meeting of February 8, 2021  | <u>7a-1</u> |      |
|           | (b) Authorize the City Manager to Execute a Labor Agreement Between the City of Shoreline and the Public, Professional, and Office-Clerical Employees and Drivers, Local Union No. 763, Representing the City’s Maintenance Employees | <u>7b-1</u> |      |
| <b>8.</b> | <b>STUDY ITEMS</b>  |             |      |
|           | (a) Discussion on Police Accountability - Body Worn Cameras, Policies, and Community Engagement   | <u>8a-1</u> | 7:20 |
|           | (b) Discussion on Resolution No. 470 - Amending the Council Rules of Procedure  | <u>8b-1</u> | 8:50 |
| <b>9.</b> | <b>ADJOURNMENT</b>  |             | 9:10 |

*Any person requiring a disability accommodation should contact the City Clerk’s Office at 206-801-2230 in advance for more information. For TTY service, call 206-546-0457. For up-to-date information on future agendas, call 206-801-2230 or visit the City’s website at [shorelinewa.gov/councilmeetings](http://shorelinewa.gov/councilmeetings). Council meetings are shown on the City’s website at the above link and on Comcast Cable Services Channel 21 and Ziplly Fiber Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m.*

**CITY OF SHORELINE**  
**SHORELINE CITY COUNCIL**  
**SUMMARY MINUTES OF REGULAR MEETING**

Monday, February 8, 2021  
7:00 p.m.

Held Remotely via Zoom

PRESENT: Mayor Hall, Deputy Mayor Scully, Councilmembers McConnell, McGlashan, Chang, Robertson, and Roberts

ABSENT: None.

1. CALL TO ORDER

At 7:00 p.m., the meeting was called to order by Mayor Hall who presided.

2. ROLL CALL

Upon roll call by the City Clerk, all Councilmembers were present.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided an update on COVID-19 and reported on various City meetings, projects and events.

4. COUNCIL REPORTS

Mayor Hall announced the appointment of Deputy Mayor Scully as the City Representative to the Lake Ballinger Watershed Forum.

5. PUBLIC COMMENT

Jackie Kurlle, Shoreline resident, advocated for ongoing monitoring and oversight of the Enhanced Shelter activities as a safety measure.

Christiano Steele, Shoreline resident, shared his experiences as a grocery worker during the pandemic and asked Council to support hazard pay for essential workers.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

**Upon motion by Deputy Mayor Scully and seconded by Councilmember Robertson and unanimously carried, 7-0, the following Consent Calendar items were approved:**

**(a) Approval of Minutes of Regular Meeting of January 25, 2021**

**(b) Approval of Expenses and Payroll as of January 22, 2021 in the Amount of \$1,386,340.10**

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
12/27/20-01/09/21	1/15/2021	95057-95257	17195-17208	81589-81594	\$703,747.91
					<u>\$703,747.91</u>

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
1/14/2021	81484	81508	\$134,436.58
1/14/2021	81509	81509	\$2,970.00
1/14/2021	81510	81513	\$8,734.51
1/14/2021	81514	81528	\$48,720.18
1/14/2021	81529	81534	\$61,803.74
1/19/2021	81535	81535	\$294.30
1/19/2021	81536	81537	\$83,826.58
1/20/2021	81538	81554	\$199,527.12
1/20/2021	81555	81576	\$29,766.12
1/20/2021	81577	81581	\$34,104.24
1/20/2021	81582	81588	\$78,408.82
			<u>\$682,592.19</u>

**(c) Action on Resolution No. 472 - Amending Resolution No. 453 for the Intergovernmental Transfer of Property at 7th Avenue NE and NE 185th Street to Sound Transit for the Purpose of Light Rail Station and System Construction**

**8. ACTION ITEMS**

(a) Action on Appointment of Pro and Con Committee Members for City of Shoreline Proposition 1: Property Tax Bond Measure for Priority Park Improvements and Park Land Acquisition

Eric Bratton, Communications Program Manager, delivered the staff presentation. Mr. Bratton explained that after placing a measure on the ballot, the Council must appoint up to three people for both the Pro and Con Committees to write statements in support of, and in opposition to, the ballot measure. He said four applications were received for the Pro Committee, and none for the

Con Committee. He reviewed the next steps in the process and the timeline for the committee work. Mr. Bratton listed Pro Committee applicants as Katie Schielke, Dustin McIntyre, John Ramsdell, and Julian Larsen.

**Councilmember Roberts moved to appoint (blank), (blank), and (blank) to the Pro Committee. The motion was seconded by Councilmember McConnell.**

**Councilmember Roberts moved to amend the motion to insert the name of Katie Schielke into the main motion. The motion was seconded by Councilmember McConnell and passed unanimously, 7-0.**

**Councilmember Robertson moved to amend the motion to insert the name of Dustin McIntyre into the main motion. The motion was seconded by Councilmember Chang.**

Councilmember McGlashan said all the applicants are well qualified and that his selection preferences are based on longevity of community involvement, and therefore he will not be supporting this amendment. Mayor Hall spoke to Mr. McIntyre's past involvement on a Pro Committee and said he is leaning toward giving people without previous experience on a Pro Committee a chance. Deputy Mayor Scully summarized the different perspectives the applicants bring and said that while Mr. McIntyre has been a fantastic community member, he may not be the best pick for this Committee.

Councilmember Chang said Mr. McIntyre does excellent work and strength in outreach, and said she supports having him on the Pro Committee. Councilmember Robertson said experience helps in this sort of Committee work and spoke to Mr. McIntyre's strengths. Councilmember McConnell spoke in support of Mr. McIntyre and emphasized the importance of including all applicants in the work of the Pro Committee.

**The motion passed, 4-3, with Mayor Hall, Deputy Mayor Scully, and Councilmember McGlashan dissenting.**

**Councilmember Robertson moved to amend the motion to insert the name of John Ramsdell into the main motion. The motion was seconded by Councilmember McConnell and passed unanimously, 7-0.**

Mayor Hall thanked Julian Larsen for his application, commented on Mr. Larsen's exceptional background, and encouraged the Pro Committee members to include Mr. Larsen in their work on the Pro Statement.

**The motion to appoint Katie Schielke, Dustin McIntyre, and John Ramsdell to the Pro Committee for Shoreline Proposition 1 passed unanimously, 7-0.**

Mayor Hall reiterated that no applications were received for the Con Committee, so no action would be taken toward appointments.

9. STUDY ITEMS

(a) Update on King County Growth Target Setting

Rachael Markle, Director of Planning and Community Development; introduced Karen Wolf, FAICP, Senior Policy Analyst; and Rebekkah Maskin, Demographic Planner, both of whom are staff to the King County Growth Management Planning Council.

Ms. Wolf offered an overview of the Growth Management Act (GMA) and the ways in which it informs policies and she summarized the makeup of members and role of the Growth Management Planning Council (GMPC). She listed the types of countywide planning policies that the GMPC establishes and said the policies are being updated now to ensure consistency with Vision 2050, establish new growth targets, provide policy guidance for the 2024 comprehensive plans, account for policy and legislative changes since 2012, and provide planning recommendations from the GMPC's Affordable Housing Committee. Ms. Wolf described the purpose of the 2021 Countywide Planning Policies Guiding Principles, reviewed the considerations they include, and highlighted key concepts.

Ms. Maskin elaborated on the components associated with growth targets and reviewed how targets are established and the key assumptions included, describing each step of the process from regional forecasting down to comprehensive plans. She stated that the next steps include continued Regional Geography Meetings and preparation on draft targets for upcoming GMPC meetings, and she summarized the GMPC work schedule for 2021.

Councilmember McGlashan asked if the forecasts were adjusted to account for impacts of the COVID pandemic. Ms. Maskin replied that they were established in 2018 and will be adjusted after it has been determined to what extent the changes are permanent. She observed that long-range growth forecasts tend to even out over time. Councilmember McGlashan noted that light rail puts Shoreline in the High Capacity Transit classification, but that it won't be up and running for several years and he asked if any of the City's rezoning was accounted for in the forecast. Ms. Maskin explained that the City is welcome to include these factors as the targets are set.

There was discussion on the qualification steps to become a growth center, which Ms. Maskin said would be a county-approved process for which the thresholds and criteria have not yet been established.

While considering the jobs target, Councilmember Roberts noted that the number influences some of the funding dollars attached to the countywide growth center designation, so he is uncertain if accepting the high range on the jobs target makes sense. Councilmember Chang commented that she was disappointed to read that the jobs target had not been met and asked what the drawback would be in going for the higher jobs target. Ms. Maskin said it is up to the comfort level set by the jurisdiction and shared information on the impacts of growth targets that end up not being met. Ms. Wolf emphasized that the targets are long-term, not annual, and the understanding is that the progress comes in waves. Councilmember Roberts agreed that the City is likely to surpass the jobs target but said there had been some discussion at the Puget Sound Regional Council about potential penalties for jurisdictions not meeting targets, and this is where

his caution stems from. Mayor Hall said he would hope that if the City had done everything possible to meet targets from a land use perspective and the market had not responded, that King County would partner with Shoreline to work toward a solution. Deputy Mayor Scully supported committing to an aggressive target, which he feels will serve as a motivator to continue to strive for growth. Councilmember Robertson said she is concerned about meeting the jobs target and hopes that setting the goal is a way to foster the growth environment.

In deliberation of the housing targets, Councilmember Chang observed that the housing capacity established in the station areas is already greater than the growth target being set. Ms. Maskin said the target is not timebound, so it is a good thing to have more capacity than your target. Councilmember Roberts said he is comfortable with the staff recommendations for housing targets. Deputy Mayor Scully he is comfortable setting a somewhat aggressive goal, since more density can be accommodated, but recognized the extended buildout timeline for the station areas.

Mayor Hall thanked the members of King County Growth Management Planning Council for their guidance and said he is pleased to be working with all the partners. He observed that the zoning capacities in the station areas are adequate to accommodate the high-end housing and jobs targets, but that the issue is when the market will decide to come here. He shared information on the City's efforts to create a vibrant and walkable commercial center and recognized that the high-end targets are primarily a policy statement. He echoed Deputy Mayor Scully's observation that even with the high growth targets, the station areas provide for much more capacity. He pointed out that the decision about how much total growth to go into the region is not what the Council is being asked to determine here, but if it were, he would be interested in learning if the people who live in this region want to continue to see the high level of growth that is associated with the forecast from the Washington State Office of Financial Management.

The Council generally agreed that they are comfortable looking at the higher end of the target ranges.

10. EXECUTIVE SESSION: Potential Litigation – RCW 42.30.110(1)(i)

At 8:20 p.m., Mayor Hall recessed into an Executive Session for a period of 30 minutes as authorized by RCW 42.30.110(1)(i) to discuss with legal counsel matters relating to potential litigation to which the City is likely to become a party. Staff attending the Executive Session included Debbie Tarry, City Manager; John Norris, Assistant City Manager; Margaret King, City Attorney; Randy Witt, Public Works Director; and John Featherstone, Surface Water Utility Manager. The Executive Session ended at 8:48 p.m.

11. ADJOURNMENT

At 8:49 p.m., Mayor Hall declared the meeting adjourned.

---

Jessica Simulcik Smith, City Clerk

DRAFT



**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Labor Agreement Between the City of Shoreline and the Public, Professional, and Office-Clerical Employees and Drivers, Local Union No. 763, Representing the City’s Maintenance Employees
<b>DEPARTMENT:</b>	City Manager’s Office Human Resources
<b>PRESENTED BY:</b>	John Norris, Assistant City Manager Don Moritz, Human Resources and Organizational Development Director
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

In 2019, the City received notice that Teamsters Local 763 had petitioned the Public Employment Relations Commission (PERC) to represent all regular full-time and regular part-time Maintenance Workers at the City of Shoreline.

Following a collective bargaining process with the Union that occurred between January 2020 and January 2021, the City and the Union negotiating teams agreed to a “tentatively agreed to” (proposed) labor agreement. Attachment A. This proposed labor agreement is scheduled for ratification by the Union membership on March 4, 2021. Tonight, Council is scheduled to take action on the proposed labor agreement by giving authorization for the City Manager to execute the labor agreement.

The proposed labor agreement between the City and the Union is comprised of 33 articles and two appendices and covers a multitude of topics, including Union recognition; management rights; Union business; wages, benefits, work schedules, and various working conditions; grievance procedures; and layoff and discipline procedures, among other areas. The duration of the proposed labor agreement is three years, with a termination date of December 31, 2023.

**RESOURCE/FINANCIAL IMPACT:**

As maintenance services are already being performed by City staff, most of the wages, benefits, and other compensation/costs provided for in this labor agreement are costs that are already being incurred by the City. The additional annual cost the City will incur over the three year duration of this agreement resulting from the collective bargaining process, and included in this proposed labor agreement, is \$17,400. There will be a one-time ratification payment to all bargaining unit members for a one-time additional cost of \$20,800. There are indirect costs as a result of additional vacation day earned

after 20 years of service and the increased rest/break time from 10 to 15 minutes that either cannot be specifically calculated or are unknown at this time.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the proposed labor agreement between the City of Shoreline and the Public, Professional, and Office-Clerical Employees and Drivers, Local Union No. 763, representing the City's maintenance employees.

Approved By:           City Manager ***DT***   City Attorney ***JA-T***

## **BACKGROUND**

In July 2019, the City received notice that Teamsters Local 763 had petitioned the Public Employment Relations Commission (PERC) to represent all regular full-time and regular part-time Maintenance Workers at the City of Shoreline. This includes Maintenance Workers in the Streets/Surface Water, Wastewater, Parks, Grounds, and Facilities and Fleet Divisions, and encompasses 13 job classifications and 30 current employees. Until this point, the City has not had any labor unions representing any work groups or employees.

In September 2019, staff received notice from PERC that the Union was certified. Prior to the start of the collective bargaining process on a labor agreement for the Union, the Union and the City negotiated a Bridge Memorandum of Understanding (MOU) that resolved issues regarding 2020 wages and benefits. The Bridge MOU has remained in effect and will cease to be effective upon ratification of the proposed labor agreement by the Union and execution of the agreement by the City.

Staff began the collective bargaining process with the Union in January 2020. It was agreed that the negotiation of non-economic issues would be bargained first, such as grievance, layoff, discipline procedures, and management rights clauses, and then the bargaining teams would focus on economic issues, such as wages, benefits, and other forms of compensation. The City and Union negotiation teams met four times prior to start of the COVID-19 pandemic, and then paused bargaining during much of the spring and summer of 2020 due to the pandemic. Bargaining resumed virtually using video meetings in late summer of 2020 and carried through the remainder of the year.

As part of the collective bargaining process, the City agreed to conduct a Compensation Study for wages and benefits for all job classifications to be represented by the Union. To develop the Compensation Study, the City used its existing compensation philosophy which is a market-based approach to setting wages by comparing the top step of the salary range of the City's job classifications to the median top step of jobs from the City's defined labor market, which comprise 13 comparable cities. The City's compensation philosophy also entails having the top step wage rate of our positions be within +/- 5% of the median top step of a similar job in the comparable cities.

Following an impasse in collective bargaining at the end of 2020, the City and the Union entered mediation in January 2021 to work towards consensus on a labor agreement. The PERC-managed mediation process was constructive and successful, producing a "tentatively agreed to" labor agreement between the City and the Union. Following this "tentatively agreed to" labor agreement, the Union negotiating team recommended to their membership approval of the labor agreement, which is scheduled for ratification by the Union membership on March 4, 2021. Tonight, Council is scheduled to take action on the proposed labor agreement by giving authorization for the City Manager to execute the agreement.

## **DISCUSSION**

The proposed labor agreement between the City and Local Union 763 representing the City's Maintenance Workers (Attachment A) is comprised of 33 articles and two

appendices. As noted earlier, the agreement covers a multitude of topics, including Union recognition; management rights; Union business; wages, benefits, work schedules and various working conditions; grievance procedures; and layoff and discipline procedures, among other areas. Where the labor agreement is silent on an employment or working condition issue, the City's duly adopted November 1, 2020 Employee Handbook shall govern the employment issue.

Some of the key highlights of the proposed labor agreement are as follows:

- **Recognition (Article 1):** Teamsters Local 763 is recognized as the exclusive bargaining representative for the Union.
- **Management Rights (Article 4):** The Union recognizes all the rights of the City, including the right to set standards of service, to exercise control over its operations, to direct its employees, to determine the means to conduct operations, to determine the size and composition of the work force, the recruitment, selection, training, retention, discipline, transfer, layoff or discharge of employees for just cause, the right to establish performance standards, and the right to contract and subcontract any and all work as the need may arise, among other management rights.
- **Union Business (Article 6):** Provides for the Union to conduct Union business in accordance with the provisions of that Article. Also provides for such things as Union bulletin boards, notification, and new hire orientation time.
- **Work Schedule and Work Hours (Article 7):** Provides for standard and alternative work schedules. Also covers flex schedules, rest periods, meal periods, and schedule changes.
- **Overtime (Article 9):** Sets overtime calculation at hours in paid status in excess of 40 hours in the work week. This is the status quo overtime calculation for all staff.
- **Standby Duty and Callback (Article 10):** Sets the ability for the City to establish standby duty and sets the rate of hourly pay for standby duty at \$3.00 per hour. Also sets the parameters for calling Union members back to work and sets the rate of compensation for callback duty.
- **Shift Differential and 12-Hour Shift (Article 11):** Provides for the City to set 12-hour shifts during times of emergency, such as times of inclement weather, and provides for compensation. Union members assigned to 12-hour shifts will receive \$3.00 per hour, and Union members assigned to the night shift of a 12-hour shift will receive an additional \$3.00 per hour as a night shift premium.
- **Holidays and Personal Days (Article 13):** Provides for the same number of holidays and personal days provided to all City Staff.
- **Vacation (Article 14):** Provides for roughly the same vacation accrual schedule as provided to all City Staff. Exception is for Union members who have reached the 20-year employment threshold, they will receive 25 days of vacation. Also provides for vacation cash out.
- **Sick Leave (Article 15), FMLA (Article 16), Washington State Paid Family and Medical Leave (Article 17), and Supplemental Paid Family Leave (Article 18):** All four of these articles provide for the same leave benefits as provided to all City Staff and use the City's Employee Handbook as the basis for the Union's leave policies.

- **Reduction in Force, Layoff, Recall (Article 22):** Provides for layoff procedures, including the creation of a reduction in workforce placement process, which provides for seniority bumping.
- **Grievance and Compliant Process (Article 24):** Provides for a formal Union grievance process when a violation of the labor agreement is alleged.
- **Labor Management Committee (Article 31):** Establishes a labor management committee to meet periodically to discuss issues of mutual interest between the City and the Union.
- **Duration and Ratification Payment –** Sets the duration of the proposed labor agreement at three years, expiring on December 31, 2023, and provides for a one-time ratification payment of \$650 by the City to each active member of the Union.
- **Wages and Cost of Living Adjustments (Exhibit A):** Provides a salary table for all Union job classifications. Wages were set based on the Compensation Study performed during the collective bargaining process and an internal equity analysis performed by the City. Wages in the salary table also include the 2021 cost of living adjustment (COLA) of 0.87% received by all City staff. This exhibit also establishes the COLA formula for the second and third year of the agreement (2022 and 2023), which are as follows:
  - 2022 - 100% of the June 2020 to June 2021 change in CPI-U for the Seattle-Tacoma-Bellevue Area with a 1.0% minimum and a 4.0% maximum.
  - 2023 - 100% of the June 2021 to June 2022 change in CPI-U for the Seattle-Tacoma-Bellevue Area with a 1.5% minimum and a 3.5% maximum.

### **ALTERNATIVES ANALYSIS**

Staff recommends that Council authorize the City Manager to execute the proposed labor agreement. Staff has worked collaboratively and in good faith with the Union negotiating team on the proposed labor agreement and feels that this proposed labor agreement represents a fair agreement for both the Union and the City.

As an alternative, if Council is not supportive of this proposed labor agreement, in whole or in part, Council can reject the agreement and direct staff to continue to negotiate with the Union on the Council's areas of concern. Because the proposed labor agreement was developed collaboratively and in good faith, Staff does not recommend this alternative.

### **RESOURCE/FINANCIAL IMPACT**

As maintenance services are already being performed by City staff, most of the wages, benefits, and other compensation/costs provided for in this labor agreement are costs that are already being incurred by the City. The additional annual cost the City will incur over the three year duration of this agreement resulting from the collective bargaining process, and included in this proposed labor agreement, is \$17,400. There will be a one-time ratification payment to all bargaining unit members for a one-time additional cost of \$20,800. There are indirect costs as a result of additional vacation day earned

after 20 years of service and the increased rest/break time from 10 to 15 minutes that either cannot be specifically calculated or are unknown at this time.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the proposed labor agreement between the City of Shoreline and the Public, Professional, and Office-Clerical Employees and Drivers, Local Union No. 763, representing the City's maintenance employees.

### **ATTACHMENTS**

Attachment A: Proposed Labor Agreement Between the City of Shoreline and the Public, Professional, and Office-Clerical Employees and Drivers, Local Union No. 763, representing the City's maintenance employees.

**AGREEMENT**

by and between

CITY OF SHORELINE, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing the Maintenance Employees)

**(Date of Signing), 2021 through December 31, 2023**

## TABLE OF CONTENTS

Article	Subject	Page
1	Recognition	3
2	Definitions	3
3	Non-Discrimination	5
4	Management Rights	5
5	Union Membership and Payroll Deduction	6
6	Union Business	6
7	Work Schedules and Work Hours	7
8	Out-of-Class Assignments and Pay	8
9	Overtime	9
10	Standby Duty and Callback	9
11	Shift Differential, 12-Hour Shifts	10
12	Job Classifications and Salary Ranges	11
13	Holidays and Personal Days	11
14	Vacation	12
15	Sick Leave	13
16	Family and Medical Leave Act (FMLA)	13
17	Washington State Paid Family and Medical Leave	13
18	Supplemental Paid Family Leave	13
19	Group Insurance, Retirement Plans, Other Leave Programs	14
20	Clothing and Personal Protective Equipment	14
21	Orientation Period	15
22	Reduction in Force, Layoff, Recall and Job Postings	15
23	Corrective Action and Disciplinary Process	18
24	Grievance and Complaint Process	21
25	Education, Training and Licenses	23
26	Alcohol & Drug-Free Workplace	24
27	Use of City Vehicles	24
28	Code of Ethics	24
29	Savings Clause	25
30	Personnel Policies	25
31	Labor Management Committee	25
32	Complete Agreement	25
33	Duration and Ratification Payment	25
Appendix A	Job Classifications and Salary Table	27
Appendix B	City of Shoreline Code of Ethics	29



**AGREEMENT**  
by and between  
CITY OF SHORELINE, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Maintenance Workers)

Date of signing, (\_\_\_\_) 2021 - December 31, 2023

---

THIS AGREEMENT is by and between the CITY OF SHORELINE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

**ARTICLE 1: RECOGNITION**

1.1 **Recognition** – In accordance with PERC Decision 13074 (PECB, 2019), the Employer recognizes the Teamsters Local 763 as the exclusive bargaining representative for all employees in the bargaining unit, which shall be defined as in the above PERC Certification which includes all full-time, and regular part-time non-supervisory maintenance workers at the City of Shoreline, excluding supervisors, confidential employees, temporary maintenance employees, and all other employees.

**ARTICLE 2: DEFINITIONS**

2.1 As used herein, the following terms shall be defined as follows:

2.1.1 "Bargaining Unit" shall mean all regular Employees of the Employer employed within the Facilities and Fleet, Parks, Grounds, Streets and Surface Water, and Wastewater Departments as set forth in Appendix "A" to this Agreement, provided such Employee works a minimum of twenty (20) hours per week on a regular basis for a period of at least six (6) calendar months. All other employees of the Employer shall be excluded from the Bargaining Unit.

2.1.2 "Bargaining Unit Seniority" shall mean an Employee's length of continuous service in the Bargaining Unit. Employees with the same date of hire into the Bargaining Unit will determine their seniority ranking by a flip of the coin.

2.1.3 "Break in Service" shall mean a voluntary quit, retirement, layoff, medical separation or termination for just cause. Employees who terminate due to layoff or medical separation will have accrued seniority reinstated upon rehire if the rehire occurs within two years following their termination. Authorized paid and unpaid leaves of absence are not considered breaks in service however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30) consecutive days.

2.1.4 "Emergency" shall mean a unique, human-made, public health or natural event, including severe weather events, that, due to their sudden and dramatic impact on

the community, requires a rapid response. Examples may include, but are not limited to, snow and ice events, rain and flooding events, earthquakes, and domestic disturbances.

- 2.1.5 "Employee" shall mean a City of Shoreline employee in the Bargaining Unit covered by this Agreement.
- 2.1.6 "Employer" shall mean the City of Shoreline, Washington.
- 2.1.7 "Fit for Duty" shall mean physically and mentally capable of safely performing the essential functions of the job.
- 2.1.8 "Grievance" shall mean a complaint by the Union that there has been a violation, misinterpretation, or misapplication of the written provisions(s) contained in this Agreement
- 2.1.9 "Hourly Rate of Pay" shall mean the hourly rate of pay by Employee classification so identified and set forth in Appendix "A" to this Agreement.
- 2.1.10 "Just Cause" may include "progressive discipline" and is synonymous with "cause", "proper cause" or "reasonable cause" and these terms mean the Employer has an obligation to refrain from unreasonable, arbitrary, or capricious disciplinary actions in the application of the terms of this Agreement.
- 2.1.11 "Operational Units" shall mean the Grounds Maintenance Unit, Parks Maintenance Unit, Facilities and Fleet Maintenance Unit, Streets and Surface Water Maintenance Unit, and the Wastewater Maintenance Unit.
- 2.1.12 "Operational Unit Seniority" shall mean an Employee's continuous length of service in the Operational Unit. Employees who transfer, promote, or demote into a different Operational Unit will accrue Operational Unit Seniority hours in the new Operational Unit upon start of their placement in the position. Previous Operational Unit Seniority earned under this contract will be retained (e.g., an employee who returns to their previous Operational Unit will be credited with the Operational Unit Seniority accrued while in that Operational Unit).
- 2.1.13 "Ratification Seniority" shall mean, upon ratification of this agreement, those Bargaining Unit members will retain their Organizational Unit Seniority.
- 2.1.14 "Union" shall mean Facilities, Fleet, Parks, Grounds, Streets and Surface Water, and Wastewater Local Union No. 763, affiliated with the International Brotherhood of Teamsters.
- 2.1.15 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which a regular employee may, by prearrangement, continue to receive the regular rate of compensation although they do not work, as appropriate for a forty (40) hour per week employee or on a pro rata basis for those that work less than forty (40) hours per week.

ARTICLE 3: NON-DISCRIMINATION

- 3.1 The Employer and the Union shall not unlawfully discriminate against any Employee. Complaints by an Employee alleging unlawful discrimination shall be handled pursuant to the Employer's Employee Handbook and/or personnel policies and the appropriate state or federal agency.
- 3.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed to apply equally to either gender.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union recognizes the exclusive right of the Employer to determine its mission, to set standards of services to be offered to the public, to exercise control and discretion over its organization and operations, to direct its employees, to determine methods, means and personnel by which the Employer's operations are to be conducted, including new and improved methods, equipment or facilities, and to determine the merits, necessity or organization of any service or activity provided by law or administrative order. In addition, the Employer retains the right to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and authority the Employer may possess subject to the terms of this Agreement. Such rights, powers, authority and functions shall include, but in no way be limited to, the determination of the size and composition of the work force; the recruitment, selection, training, retention, discipline for just cause, transfer, layoff or discharge of employees for just cause; the direction and assignment of the work force; the allocation of work assignments among all employees as well as volunteers; the establishment and administration of work rules and personnel policies; the establishment and scheduling of work hours; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work functions; the right to establish performance standards by which to evaluate employees and the right to contract and subcontract any and all work as the need may arise.

The Employer and the Union agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority, and functions of management shall remain exclusively vested with the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.

- 4.2 Contracting Out - The right to subcontract or contract out work is vested with the Employer.
- 4.3 Job Duties – The Employer has the right to determine the duties and responsibilities of Employees and to alter Employees classifications and job descriptions. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the Employee.
- 4.4 Emergency Response - The Employer has the right to take interim actions necessary in the event of an emergency.

- 4.5 Performance of Duty – No employee shall strike or refuse to perform their assigned duties to the best of the employee’s ability nor shall the Union cause or condone any strikes, slowdowns, or other interference with the normal operation of business while the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discipline including discharge. Should any prohibited activity prescribed herein occur, the union and/or employee(s) involved shall be held responsible for any such activity that is in violation of this Agreement.
- 4.6 Supervisors Supplemental Work - Nothing herein shall modify the current practice of periodically assigning work to non-bargaining unit supervisory positions to supplement the work performed by bargaining unit positions as in the past.
- 4.7 Bargaining Obligation - Except as provided by this Article, the parties acknowledge their obligation to bargain regarding matters affecting wages, hours and working conditions.

**ARTICLE 5: UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 5.1 Union membership shall be at the discretion of the individual Employee. The Employer shall deduct from the pay of each Employee covered by this Agreement, upon their written authorization, the Union dues and initiation fees, in an amount not to exceed the Union provision in effect and shall be remitted promptly to said Union all such deductions monthly. The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof. No deduction shall be made that is prohibited by applicable law.
- 5.2 An Employee’s request to revoke authorization for payroll deductions must be in writing and submitted by the Employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization. After the Employer receives confirmation from the exclusive bargaining representative that the Employee has revoked authorization for deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.

**ARTICLE 6: UNION BUSINESS**

- 6.1 Union Officials Time-Off – Union officials (Shop Stewards or members of the Bargaining Committee) may be granted time off with pay to investigate grievances, attend disciplinary meetings with the Employer and otherwise administer the Agreement and such activities shall not interfere with routine functions of each department. During the Employee’s regularly scheduled hours of work, any request for release time with pay shall be limited to meetings with the Employer’s representatives(s). Otherwise, such business shall be conducted during the Employee’s breaks or meal period or outside the Employee’s regularly scheduled work hours.
- 6.2 Labor Negotiation Meetings – There will be two (2) Employee representatives, selected by the bargaining unit, to attend all negotiation meetings involving the Employer and the Union. The Employee representatives will each be granted up to three (3) hours of paid time to attend each negotiation session during regularly scheduled work hours with the approval of the Employer.

- 6.3 Union Investigative and Visitation Privileges – The Business Representative of the Union may visit Employee work locations during regular work hours but shall not interfere with Employees’ work activities. Reasonable notice shall be provided to the Employer of their intent to visit the work site.
- 6.4 Bulletin Boards – The Employer shall provide suitable space for a Union bulletin board on its premises in the designated common areas which are frequented by all Employees.
- 6.5 Union Notification – Within seven (7) calendar days from the date of hire of a new Employee, the Employer shall forward to the Union the name, address, hire date, wage rate, the last four digits of the employee’s Social Security Number, and contact information of the new Employee. The Employer shall notify the Union when an Employee leaves its employment within ten days of the departure.
- 6.6 New Hire Orientation – Pursuant to RCW 41.56.037, the Employer shall notify the Union of all new full-time and part-time Employees hired into the Bargaining Unit and the date and time of their new hire orientation. The Union and/or shop steward will then be provided at least thirty (30) minutes during the Employee’s new hire orientation for the purpose of presenting information about the Bargaining Unit and Union membership. The new hire orientation shall occur no later than ninety (90) days from the Employee’s hire date.
- 6.7 Seniority List - Upon request, but not more than quarterly, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, and their present classification, date of hire and present rate of pay.

#### ARTICLE 7: WORK SCHEDULES AND WORK HOURS

- 7.1 Work Schedule – Each Operational Unit (Streets and Surface Water Maintenance Unit, Facilities and Fleet Maintenance Unit, Parks Maintenance Unit, Grounds Maintenance Unit and Wastewater Maintenance Unit) shall establish and post the regular work schedule(s) for employees within their individual groups based on business and operational needs. In general, the standard work week for regular full-time Employee will be five (5) consecutive days, and a total of forty (40) hours per week. Normally scheduled work shifts shall be composed of not less than eight (8) nor greater than twelve (12) consecutive hours (excluding the lunch period) unless otherwise modified or allowed through other provisions in this Agreement.
- 7.2 Posting Work Schedule – Management will post work schedules in a prominent, designated common area and will update the posting when schedules change.
- 7.3 Payroll Week - For payroll purposes, a work week begins at 12:01 a.m. Sunday and ends the following Saturday at 12:00 midnight.
- 7.4 Alternative Schedules – With Director approval, Employees may work a compressed work schedule using alternative work weeks. The alternative work week will determine the computation of hours worked, the start and end of the payroll week, the length of the meal period as well as the computation of overtime compensation. Compressed work schedules will not interfere with the Employer's ability to provide service to customers nor shall they cause a budgetary impact. The Employer may end a compressed or alternative work schedule with notice as per Section 7.5 of this article. Examples of an alternative schedule include:

- A schedule of nine (9) work days totaling eighty (80) hours in a two (2) week period (week one = four [4] nine [9] hour shifts and one [1] eight [8] hour shift; week two = four [4] nine [9] hour shifts)
- Forty (40) hours in a four (4) day work week, with ten (10) hour shifts

7.5 Flex Schedules - An employee, upon approval of the Employer, may on occasion flex/shift their regular work schedule to facilitate dental, doctor and similar appointments that fall within their workday. Flexing a schedule will be based on a specific need or circumstance and is not intended to occur on a regular basis.

7.6 Rest Periods – Employees will receive a paid rest period of up to fifteen (15) minutes for every four (4) hours they are scheduled to work. Rest periods will be scheduled as near as possible to the midpoint of each four (4) hour work period.

Employees whose work allows for breaks to be taken intermittently do not have to take a formally scheduled break. It is the Employee's responsibility to take their break. Breaks will be arranged so as not to interfere with normal business operations. If possible, breaks should be taken away from the Employee's immediate work area. Breaks cannot be combined or saved in order to arrive at work late or leave work early.

7.7 Meal Periods – All Employees scheduled to work a minimum of eight (8) hours will receive at least a thirty (30) minute unpaid meal period. The meal period should be taken within five (5) hours of the beginning of their shift and scheduled as close to the midpoint of the day as possible.

7.8 Schedule Change – The Employer may change an employee's work schedule in order to meet business or operational needs by providing five (5) calendar days written notice. However, the Employer has the right to make schedule changes with less notice due to emergencies, natural disasters, or other unforeseen circumstances. An Employee may request or voluntarily agree to a schedule change at any time. If the Employer decides to change the regular schedule of an entire Operational Unit or Division, the Employer agrees to notify the employees at least thirty (30) calendar days in advance.

## ARTICLE 8: OUT-OF-CLASS ASSIGNMENTS AND PAY

8.1 Out-of-Class Assignments – The purpose of Out-of-Class assignments is to utilize existing Employee resources to meet operational needs when there is higher level work that must be performed; to compensate Employees who are performing work outside of their regular classification duties; and to provide professional growth opportunities for Employees so that they can enhance their skills and abilities.

8.2 Out-of-Class Pay – When an employee is assigned to perform the major portion of duties in a higher bargaining unit job classification, they shall be paid five percent (5%) above their base pay for all hours worked while performing the higher classification duties provided the employee has worked five (5) or more consecutive days in the higher classification. The assignment and the out-of-class pay must be approved by the Employer in advance and documented in writing. This provision shall not apply when the employee is in training status.

- 8.3 Rotation of Out-of-Class Assignments Out-of-Class Pay assignments will be rotated, per each out of class event, among qualified Employees within the Operational Unit who possess the required skills and abilities to perform the higher-level work.

#### ARTICLE 9: OVERTIME

- 9.1 Overtime - Employees will receive overtime compensation for time in paid status in excess of 40 hours in a work week. Employees receiving overtime will be paid at one and one-half (1-1/2) their regular straight-time Hourly Rate of Pay. All overtime must be authorized in advance by the Employer.
- 9.2 Computation of Overtime – Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes. Employees who have received management approval to flex their work schedule do not incur overtime for the hours worked beyond their normally schedules shift on the approved flex day(s).
- 9.3 Compensatory Time In Lieu of Overtime Pay – Compensatory time (Comp time) at the rate of one and one-half (1-1/2) times the hours worked may be accrued in lieu of overtime pay at the option of the Employee and with the approval of the Employer. Comp time may be accumulated up to a maximum of forty (40) hours. Any Comp time accumulated in excess of forty (40) hours, and not used within six (6) months of award, shall be cashed out immediately by the Employer. Earned Comp time may be used upon the request of the Employee and upon approval of the Employer.
- 9.4 Non-Pyramiding - There shall be no pyramiding of overtime pay or other premium wages under this Agreement. Nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours work.

#### ARTICLE 10: STANDBY DUTY AND CALLBACK

- 10.1 Standby – The Employer may assign an Employee to standby duty to support the regular emergency response function of the City or if it is anticipated they may be needed to work outside of their regular work shift. Standby assignments normally will be rotated among similarly situated Employees. An Employee placed on standby duty shall be provided with a mobile phone or other communication device so that they may be reached to conduct official business. Each Employee on standby will receive a Standby Duty Allowance (standby pay) of \$3.00 per hour compensation for those hours they are on standby duty. Standby pay will be suspended when callback commences. Standby duty is not counted as hours worked for purposes of computing overtime or eligibility to receive benefits. Employees on standby duty will be expected to report for work within sixty (60) minutes but no later than within ninety (90) minutes of the request. If an Employee on standby duty fails to respond to a call or report to work when called back, the Employee may be subject to disciplinary action.
- 10.2 Standby Fit for Duty – The Employee must remain Fit for Duty for the entire period of their standby duty. Controlled substances (illegal, certain prescription, and certain “over-the-counter” (OTC) drugs), cannabis/marijuana, and alcohol shall not be used while on standby duty. Employees should discuss the use of prescription and OTC medications with their supervisor, their physician, and their pharmacist and inform their supervisor if

there is an impact on their fitness for duty. The Employee must be Fit for Duty in order to receive the standby pay.

- 10.3 Callback – An Employee who is called back to work after having completed a scheduled shift and having left the premises shall be paid a minimum three (3) hours at the rate of one and one-half (1-1/2) times that Employee’s regular straight-time Hourly Rate of Pay. Called back to work means called out physically to report to work.

Callback time starts at the time the call is received and ends at the time the Employee leaves the call-back worksite or when the Employee returns their Employer-provided vehicle to its designated parking spot and begins to travel home.

When work to resolve an issue occurs remotely, such as by phone or email without physically arriving to the work site, the minimum increment of compensation is fifteen (15) minutes at a rate of time and one-half.

#### ARTICLE 11: SHIFT DIFFERENTIAL, 12-HOUR SHIFTS

- 11.1 Twelve Hour Shift – From time to time, the Employer may determine the need to assign Employees to work 12-hour shifts in order to effectively respond to inclement weather, natural disasters or other similar emergency events. These provisions apply only when the City Manager or the City Manager’s designee makes a declaration assigning Employees to a designated 12-hour shift.

- 11.2 Pay to Transition Assigned Employees into the 12-Hour Shift – When Employees are working at the time the City Manager or the City Manager’s designee declares a 12-hour shift, those who are assigned to the night shift shall be sent home with pay to rest and prepare for their upcoming night shift assignment. This period of pay shall be considered hours worked and will cover the time between the declaration of the 12-hour shift until the end of their regularly scheduled workday, less any meal period not yet taken.

- 11.3 Shift Differential – Employees assigned to the declared 12-hour shift shall receive an additional three dollars (\$3.00) per hour shift differential for all hours worked. Employees assigned to the night shift per article 11.2 will receive a night shift premium of three dollars (\$3.00) per hour in addition to the shift differential received for hours worked on a declared 12-hour shift. For purposes of this section, night shift constitutes a 12-hour shift beginning on or after 9 p.m.

11.3.1 Overtime and Shift Differential – Hours in excess of 40 in paid status during a payroll week will be eligible for overtime while on a 12-hour shift. A “blended rate”, consistent with current City practice, will be used when calculating overtime pay for an employee working 12-hour shifts.

- 11.4 Alternative Night Shift Premium - Employees scheduled to work a shift beginning on or after 9 p.m. or before an Employee's regularly scheduled shift outside of the 12-hour shift declaration shall receive a night shift premium of three dollars (\$3.00) per hour for the duration of the shift. This work could include street sweeping, road repairs, or any other authorized work. Employees who are receiving Callback as per Article 10 are not eligible for Alternative Night Shift Premium.



- 11.5 Pay for meal breaks – During the declared 12-hour shifts, Employees shall be paid for both required meal breaks.
- 11.6 Premium Pay for Work on Days When the City is Closed – In the event that the City Manager or the City Manager’s designee closes the City for any period of time during a normal work day or a declared 12-hour shift, an Employee assigned to work during the calendar day the City is closed shall receive straight-time “comp time” for the standard operating hours that the City is closed.

## ARTICLE 12: JOB CLASSIFICATIONS AND SALARY RANGES

- 12.1 Job Classifications, Salary Ranges – See Appendix "A" to this Agreement.
- 12.2 Initial Hire Rate – New Employees are generally appointed to the minimum step of the pay range in effect for the particular classification or position to which the appointment is made. The City may fill the position at a higher step of the pay range.

## ARTICLE 13: HOLIDAYS AND PERSONAL DAYS

- 13.1 Observed Holidays - Employees receive paid time off for holidays. Employees receive prorated holiday benefits based on the ratio of their normally scheduled work week to a forty-hour week. Observed holidays are as follows:

New Year’s Day	January 1
Martin Luther King’s Birthday	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Native American Heritage Day	Day after Thanksgiving
Christmas	December 25

- 13.2 Unless otherwise noted in this Section, the Employer’s duly adopted Employee Handbook and personnel policies as they exist as of 11/1/20 shall govern this provision.
- 13.3 Personal Days - Employees receive paid time off for two (2) personal days a year. Employees receive prorated personal day benefits based on the ratio of their normally scheduled work week to a forty-hour week. Personal days need to be scheduled by mutual agreement of the Employee and their supervisor and may be used for any reason. Employees may use these days as normal workdays or in increments of one or more hours (up to the total hours of two normal workdays.) Personal days will be awarded effective January 1 of each year. An Employee hired July 1 or later will receive only one personal day in that calendar year. Any personal days not used by the end of the calendar year will be forfeited.
- 13.4 Alternative Observed Holidays - If a designated holiday falls on a Saturday, the preceding Friday shall be observed and if the holiday falls on a Sunday, the following Monday shall be observed. If a designated holiday falls on any other regularly scheduled day off, the

employee may take an alternative day off, upon mutual agreement by their supervisor, within the week that the holiday occurs.

#### ARTICLE 14: VACATION

14.1 Eligibility - Employees shall accrue Vacation time off with pay as set forth in Section 14.2 of this Agreement, based upon the Employee's continuous length of service accumulated as of the most recent anniversary date of the Employee's employment. An Employee shall not be eligible to take Vacation time off until they have worked for the Employer for a minimum six (6) calendar months from their most recent anniversary date of employment unless prior approval has been given by the Employer.

14.2 Accrual Table - Vacation shall be accrued monthly as follows:

Years of Employment Completed	Days of Vacation per Year	Hours Accrued per Month
0 – 12 Months	12	8.0
1	13	8.6
2	14	9.3
3	15	10.0
4	16	10.6
5	17	11.3
8	18	12.0
10	19	12.6
12	20	13.3
15	23	15.3
20	25	16.7

14.3 Unless otherwise noted in this Section, the Employer's duly adopted Employee Handbook and personnel policies as they exist as of 11/1/20 shall govern this provision.

14.4 The maximum number of vacation hours that may be carried over from December 31 of one year to January 1 of the next year is equal to two years' vacation accrual accumulation.

14.5 An employee upon separation from the Employer for any reason, other than retirement, shall be paid the base hourly rate of pay for any vacation hours accumulated but not taken. In the case of separation for any reason when the employee is eligible for retirement, as defined by the rules and regulations of Washington State Public Employees Retirement Systems, the maximum cash-out shall be 240 hours.

14.6 An employee may cash out accrued vacation one time each calendar year. To be eligible for the cash out, an employee must have used at least 80 hours of vacation since the first of the year and the maximum cash out shall be 40 hours. The amount of the cash out shall be based upon the employee's hourly rate at the time of the written request. If approved by the department director, the 80-hour minimum threshold may include vacation approved for the current calendar year, but not yet taken.

- 14.7 Earned vacation leave may be used as in place of and as an extension of sick leave when an employee has exhausted their own sick leave accruals and needs additional time off work due to illness, injury or disability.

ARTICLE 15: SICK LEAVE

- 15.1 Sick Leave – Employees accrue paid time off for sick leave at the rate of eight (8) hours for each month worked. Employees receive prorated sick leave accrual based on the ratio of their normally scheduled work week to a forty-hour week.
- 15.2 Unless otherwise noted in this Section or applicable State law, the Employer’s duly adopted Employee Handbook and personnel policies as they exist as of 11/1/20 shall govern this provision. This shall include, but not be limited to, maximum sick leave carry-over, sick leave cash-out on separation, bereavement leave, workers’ compensation, criteria for utilization of sick leave, and conversion of vacation leave to sick leave.
- 15.3 Sick leave shall not be charged against an employee on a regularly scheduled day off.

ARTICLE 16: FAMILY AND MEDICAL LEAVE ACT (FMLA)

- 16.1 The City complies with the Federal FMLA and all applicable state laws related to family and medical leave.
- 16.2 Unless otherwise noted in this Section or applicable federal law, the Employer’s duly adopted Employee Handbook and personnel policies as they now exist or may hereafter be amended shall govern this provision.

ARTICLE 17: WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE

- 17.1 Washington State Paid Family and Medical Leave (PFML) – PFML is a new leave benefit program administered by the Washington State Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible Employees who need leave for certain family and medical reasons.
- 17.2 The Employer complies with all applicable state laws related to the Washington State Paid Family and Medical Leave (PFML).
- 17.3 Payroll Deductions - The PFML program is funded through premiums collected by ESD via Employee payroll deductions and Employer contributions.
- 17.4 Concurrency with FMLA - PFML runs concurrently with FMLA where an absence is covered by both laws.

ARTICLE 18: SUPPLEMENTAL PAID FAMILY LEAVE

- 18.1 Supplemental Paid Family Leave – The City of Shoreline Supplemental Paid Family Leave benefit provides Employees an increased ability to attend to family matters by supplementing an Employee’s accrued paid leaves.

- 18.2 Employees will receive the equivalent of their full pay for up to a total of twelve (12) weeks, when combined with the Employee's accrued leave (except for two weeks of their accrued leave which the Employee may hold back in reserve), to pay for a qualified family leave.
- 18.3 Unless otherwise noted in this Section, the Employer's duly adopted Employee Handbook and personnel policies as they now exist or may hereafter be amended shall govern this provision.

ARTICLE 19: GROUP INSURANCE, RETIREMENT PLANS, OTHER LEAVE PROGRAMS

- 19.1 The Employer's duly adopted Employee Handbook and personnel policies as they exist as of 11/1/20 shall govern the Employer's policies regarding Group Insurance, Pensions and Retirement Plans, and other types of leave, including, but not limited to Spousal Military Deployment Leave, Non-FMLA Medical Leave of Absence, Leave of Absence Without Pay, Bereavement Leave, Court and Jury Duty Leave, Military Leave, and Victims of Domestic Violence Leave.
- 19.2 In the interest of containing costs, the Employer may elect different insurance carriers, HMO's and adopt different insurance plans (or to self-insure) than those currently described in this Article, so long as the new basic coverage and basic benefits are substantially similar to those which predated this Agreement.
- 19.3 The Bargaining Unit may, during the term of this Agreement, as a bargaining unit elect to participate in the Western Conference of Teamsters Pension Trust Fund. The pension payments would be made in the form of a payroll diversion from each employee. If it does, Teamsters Local 763 and the City will execute a Memorandum of Understanding in a timely manner.
- 19.4 Retroactivity of Benefit Allotment Differential – As soon as is practicable after the effective date of this agreement, the Employer will make retroactive payment and/or deposit of the difference between the 2020 and 2021 Benefit Allotment that the Bargaining Unit member did not receive.

ARTICLE 20: CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

- 20.1 Clothing Allotment - The Employer shall provide Employees all necessary or required clothing in addition to the allowance provided in Section 20.2 of this Agreement. The method of purchase or reimbursement for the cost of these items will be done as per the Employer's Clothing and Uniform Policy. All clothing issued or paid for by the Employer, other than boots and pants, will remain the property of the Employer.
- 20.2 Boot, Additional Clothing and Pants Allowance - An annual allowance will be provided to each Employee to purchase authorized boots, any additional work clothing beyond what is provided in article 20.1 and pants. These clothing items will remain the property of the Employee. The annual allowance for 2021 shall be \$500. Effective January 1, 2022, the annual allowance shall be increased to \$525. Effective January 1, 2023, the annual allowance shall be increased to \$550.

- 20.3 Personal Protective Equipment (PPE) - The Employer shall provide to all Employees adequate PPE and safety gear, such as; gloves, hard hats, safety glasses, rain gear, rain boots at no cost to the Employee. These will remain the property of the City.

#### ARTICLE 21: ORIENTATION PERIOD

- 21.1 Orientation Period for Initial Hire - Upon hire to a regular position, each Employee will be at-will while serving in a six-month orientation period. The orientation period may be extended up to an additional six (6) months at the discretion of the Employer. An Employee may be discharged without cause or notice prior to the completion of the orientation period. This action is not subject to the Grievance Procedure outlined in Article 24 of this Agreement.
- 21.2 Orientation Period for Promoted or Transferred Employees - A promoted or transferred Employee shall serve a three (3) month orientation period in their new position. The orientation period may be extended up to an additional three (3) months at the discretion of the Employer
- 21.2.1 A promoted or transferred Employee may be removed from the new position at any time prior to the completion of the orientation period by the Employer giving written notice of failure to complete the orientation period.
- 21.2.2 If removed, the Employee may return to the position from which they were promoted or transferred, if the position is vacant, by providing written notice to the Employer. This notice must be provided within five (5) calendar days of the notice of failure to complete the orientation period. If the position is no longer vacant, the Employee will be placed on the Recall List for a period of one (1) year and will be eligible for Recall back into a vacant position into the same or a lower classification the Employee held prior to the transfer or promotion.
- 21.2.3 During the orientation period, the promoted or transferred Employee may request to voluntarily return to the former position, if the position is vacant, by making a written request to the Employer. If the position is no longer vacant, and the Employee still desires to return to their previous position, the Employee will be placed on the Recall List for a period of one (1) year and will be eligible for Recall back into a vacant position in the same or a lower classification that the Employee held prior to the transfer or promotion.

#### ARTICLE 22: REDUCTION IN FORCE, LAYOFF, RECALL AND JOB POSTINGS

- 22.1 Reduction in Force or Layoff - The Employer retains the sole and exclusive right to decide whether a reduction in force or layoff is necessary and to select the operational unit(s) in which layoffs will occur. This shall include, but not be limited to, circumstances where there are changes in duties, a reorganization of organizational structure or positions, a position or service is abolished, there is a lack of work, there is a shortage of funding, there is a change of operational funding priorities, or for other business reasons.
- 22.2 Alternatives to Layoff – The Employer retains the right to mitigate the need for layoffs by transferring Employees, who would otherwise be impacted by layoffs, to equivalent available vacant positions. The Employer also agrees to consider Union proposals for

alternatives to layoffs or reduction in force within the Bargaining Unit within fifteen (15) calendar days after anticipated notice of layoff to the Union.

- 22.3 Order of Layoff – Layoffs shall be by Operational Units. In case of a layoff, the Employee with the shortest length of continuous service in the Operational Unit(s) affected, shall be laid off first once the Employer has determined which position(s) is/are being eliminated. However, in the event those Employees remaining on the job do not have the ability to meet the operational requirements of the Employer or provide the essential and unique skills listed in the Employees' job description(s), the Employer retains the right to layoff out of seniority order in the Operational Unit(s) affected by the layoff.
- 22.4 Reduction in Force (RIF) Placement Process - An employee whose position is being eliminated will be provided 30 days advance notice of the proposed reduction in force. After notice has been delivered, the Employee will have five (5) business days to respond with their election choice. The Employee may elect to accept layoff, resign, enter the recall program, or participate in the RIF Placement Process. An Employee may request to change their election during this process with approval of the HR Director.
- 22.4.1 When an employee elects to participate in the RIF Placement Process, they will be placed into an existing vacancy of equal or less pay within their Operational Unit in the Bargaining Unit. If there is more than one vacancy available in their Operational Unit, the RIF impacted employee may select their preferred placement. If two or more RIF impacted employees are interested in the same vacancy, placement will be based on Operational Unit Seniority.
- 22.4.2 If there are no vacancies within the employee's own Operational Unit but there is a vacancy in another Operational Unit within the Bargaining Unit, and if the employee meets the qualifications of the position as defined by the most recent job announcement or classification specification, they will be placed into the existing vacant position of equal or less pay in the other Operational Unit within the Bargaining Unit. If there is more than one vacancy available in other Operational Units, and if the employee meets the qualifications of the positions as defined by the most recent job announcements or classification specifications, the RIF impacted employee may select their preferred placement in the other Operational Units.
- 22.4.3 Placement into vacant positions will be to a position of equal or less pay. The employee will be placed into the vacant position at the closest Step in the Range of the new position or at the top Step of the new Range of the vacant position if their current salary is above the Range. If an employee is placed into a vacant position of less pay, they will retain their recall rights as provided in Section 22.5 of this Article.
- 22.4.4 RIF impacted employees within the same Operational Unit will have priority for placement into vacant positions before employees from other Operational Units.
- 22.4.5 If there are no vacancies available as described above, the employee may elect to displace (bump), based on Operational Unit Seniority, the least senior

employee in the Classification. If the employee is the lowest senior person in the classification but has greater seniority than others in lower classifications within the Operational Unit, they may use their Operational Unit Seniority to displace (bump) the lowest senior employee in the next lowest classification. The displacement (bumping) process will continue until the least senior employee in the Operational Unit is displaced and laid off.

22.4.6 If a vacant position becomes available in the Operational Unit during the process, it will be offered to the most senior RIF impacted employee in the Operational Unit who is qualified.

22.5 Recall List - Any Employee who is laid off or removed from a promoted or transferred position during their orientation period shall be placed on a Recall List for a period of one (1) year. The Employer has no obligation to recall an Employee after they have been on continuous layoff for a period of one (1) year. An Employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where they can be contacted. An Employee shall not be placed on the Recall List if the Employee leaves employment prior to the effective date of layoff. The Employer will honor an Employee's written request to not be placed on or to be removed from the Recall List.

An Employee on the Recall List shall be deemed eligible for an open regular position when:

- The Employee meets the minimum qualifications as listed on the classification specification or the most recent job announcement for the position. Minimum qualifications will be based on and determined by the information contained in the Employee's personnel file; *and*
- The position is in a salary range equal to or lower than the salary range of the position the Employee was in on the date of layoff.

22.6 Recall – In the case of recall, those Employees shall be recalled in inverse order of layoff provided that the Employee has the requisite skills and ability to perform the duties of the position.

22.6.1 If the Employer is unable to contact an Employee on the Recall List, the Union shall be so notified. If neither the Union nor the Employer are able to contact the Employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the Employee shall cease.

22.6.2 If an Employee does not return to work when recalled, after accepting a recall offer, the Employer shall have no further obligation to recall them. Workdays will be considered Monday through Friday and do not include weekends or Holidays whether worked by the Employee or not.

22.6.3 The Employee has seven (7) calendar days from the time the offer is communicated to accept the offer; failure to do so will be considered a refusal. Communication of an offer may be done through email, phone or letter.

22.6.4 An Employee accepting a position in a lower salary range shall remain on the Recall List for the remainder of the year (based on the original layoff date).

- 22.6.5 An Employee shall be removed from the Recall List upon rehire by the Employer into a position of equivalent or higher salary range than they were in before the layoff, a third refusal of a job offer or the expiration of one year, whichever comes first.
- 22.7 Job Posting - Notices of regular job vacancies within the bargaining unit shall be posted on the bulletin board for five (5) working days. Present Employees who desire consideration for such openings shall notify the Employer in writing during the five (5) day period the notice is posted. Workdays will be considered Monday through Friday and do not include weekends or Holidays whether worked by the Employee or not.
- 22.8 Work Elimination - Should the City eliminate non-public works departments and/or programs through efficiencies and/or through reductions which would shift work and/or assignments to the Public Works, Fleet & Facilities, Parks, Grounds and Wastewater Operational Units represented by this contract, then the Employer and the Union shall meet to discuss any impacts on the employees covered by this Agreement.

### ARTICLE 23: CORRECTIVE ACTION AND DISCIPLINARY PROCESS

- 23.1 Progressive Discipline - In taking disciplinary action, managers and supervisors may use a variety of measures. Where appropriate, managers and supervisors will follow a program of progressive discipline designed to give the Employee the opportunity to correct behavior before it becomes a serious problem. For purposes of this Article, performance coaching, including performance improvement plans, memos to clarify performance expectations, performance evaluations, and written or oral supervisor feedback are not considered formal disciplinary actions and not subject to Grievance.

Any or all the steps outlined below, or other appropriate measures may be utilized, depending upon individual circumstances and the nature of the offense. Serious discipline, including immediate termination, may occur even on the first offense depending on the circumstances and the severity of the misconduct or situation.

- 23.2 Administrative Leave - The City may use administrative leave with pay while investigating an alleged wrongdoing or in other situations deemed appropriate by the Employer. This leave may also be used when it is necessary to remove the Employee(s) from the workplace pending the outcome of the investigation. Administrative leave is a procedural step and not considered a disciplinary action.
- 23.3 Disciplinary Actions - Correctional or disciplinary actions shall be administered in accordance with the process and procedures noted below.
- 23.3.1 Purpose of Disciplinary Action - All employees shall conduct themselves in a manner that shall be consistent with the policies, rules and regulations established by the Employer. Disciplinary action shall not primarily be intended to be punitive, but rather shall be used to maintain the efficiency of day-to-day operations, meet the operational needs and requirements of the Employer, and adhere to sound principles of human relations in the Employer's service. The principle of Just Cause will be applied when administering disciplinary processes and procedures for employees who have successfully completed their probation period.



23.3.2 Forms of and Procedure for Disciplinary Action - The degree of discipline administered shall depend on the nature and severity of the infraction and shall be in accordance with this Agreement, the Employee's prior disciplinary record and the Employer's work rules, policies and procedures. It shall be the responsibility of the supervisor to thoroughly evaluate the circumstances and facts of the situation when considering disciplinary action. Given the facts associated with the situation, the supervisor shall then apply the most appropriate form of discipline. The following are types of disciplinary actions which may be applied by the Employer to discourage and address detrimental behavior or actions by an employee.

23.3.2.1 Oral Warning – An Oral Warning shall be issued in private for the purpose of addressing minor work conduct or performance issues. This type of discipline shall be applied for infractions of a relatively lesser degree. The supervisor shall inform the employee that they are administering an oral warning so that the Employee may have an opportunity to correct their conduct or performance deficiency. If the conduct or performance deficiency continues, the employee shall be subject to more severe disciplinary measures. A notice that an oral warning was given shall be made for the employee's personnel file. Oral Warning notices will remain in an employee's personnel file for two years. Provided no other discipline of a similar nature has occurred by the employee within the same two-year period, the Oral Warning notice shall be removed. A copy will be given to the employee.

23.3.2.2 Written Warning - A Written Warning is used for a repeated offense where an Oral Warning has failed to correct the problem or behavior, or for more serious problems that initially require stronger action. The supervisor shall set forth in the Written Warning notice the nature of the infraction in detail and shall sign the notice. The supervisor shall discuss the Written Warning notice with the employee to be certain that the Employee understands the reasons for the disciplinary action. A copy of the Written Warning notice shall be handed to the employee at the time of the discussion of the discipline and a copy shall be forwarded to the Union. The original copy shall be placed in the employee's personnel file, for a period of three years. Provided the employee receives no further discipline of a similar nature within the same three-year period, the original copy of the Written Warning shall be removed.

23.3.2.3 Suspension - Suspension shall be administered as a result of a severe infraction of work rules or standards, or for excessive violations after the employee has received a Written Warning and has made insufficient progress to improve performance. Suspension shall be the most severe form of discipline administered by a supervisor short of Discharge or Demotion and shall be applied only after a thorough evaluation by the Department Director or their designated representative. The notice of Suspension issued by the supervisor shall set forth the factual basis for the disciplinary action as well as the duration of the Suspension. The supervisor shall then inform the employee of the disciplinary action, making certain that the employee is fully aware of the reasons for such action. The original copy of the Suspension notice shall be placed in the employee's personnel file with a copy given to the employee and another

copy sent to the Union. Prior to a decision to Suspend an employee, a pre-disciplinary hearing must be held as noted below.

23.3.2.4 Withholding a Scheduled Step Increase – Withholding a Scheduled Step Increase may be used as a disciplinary action. It shall be applied only after a thorough evaluation by the Department Director or their designee and appropriate notice has been given to the employee. The notice of Withholding a Scheduled Step Increase issued by the supervisor shall set forth the factual basis for the Withholding. The original copy of the Withholding notice shall be placed in the employee's personnel file with a copy given to the employee and another copy sent to the Union. Prior to a decision to Withhold a Scheduled Step Increase, a pre-disciplinary hearing must be held as noted below.

23.3.2.5 Demotion - Demotion shall be used in rare instances where an employee has been promoted to a position to which they are unable to successfully perform the responsibilities of that position or as disciplinary action. It shall be applied only after a thorough evaluation by the Department Director or their designee and appropriate notice has been given to the employee. The notice of Demotion issued by the supervisor shall set forth the factual basis for the Demotion. The original copy of the Demotion notice shall be placed in the employee's personnel file with a copy given to the employee and another copy sent to the Union. Prior to a decision to Demote an employee, a pre-disciplinary hearing must be held as noted below.

23.3.2.6 Discharge - Prior to a supervisor taking action on the discharge of an employee, the supervisor shall discuss their recommendation for discharge with the City Manager or designated representative to be certain that all facts have been reviewed and that there is sufficient justification for the discharge action. The supervisor shall prepare and present the factual basis for their recommendation to discharge an employee. If, in the opinion of the supervisor, the infraction is so severe as to necessitate immediate termination, the employee will be placed on paid administrative leave until circumstances are reviewed with the City Manager or their designated representative prior to final discharge action. Prior to a decision to Discharge an employee, a pre-disciplinary hearing must be held as noted below.

23.4 Pre-Disciplinary (*Loudermill*) Hearing – This Section does not apply to Employees who are in their orientation period. When considering discipline that would deprive an Employee of pay, such as a suspension, demotion or termination, the City will conduct a pre-disciplinary hearing. The hearing will be presided over by the Department Director or their designee. Pre-disciplinary hearings are intended to be informal.

23.4.1 Pre-Disciplinary Hearing Purpose - The purpose of a pre-disciplinary hearing (*Loudermill Hearing*) is to provide an Employee the opportunity to explain why the discipline should not be taken or to submit additional facts and information for the Employer to consider prior to making a final disciplinary decision.

- 23.4.2 Notice to the Employee - The Employee shall be provided with a notice of the pre-disciplinary hearing. The notice shall include the disciplinary action proposed, an explanation of the charges on which the potential discipline is based, and the time, date and location of the hearing.
- 23.4.3 Representation at the Pre-Disciplinary Hearing - The Employee may bring a Union representative to the hearing. The Employee is responsible for arranging for a Union representative.
- 23.4.4 Disciplinary Decision - After the hearing, the Department Director will consider the information provided and inform the Employee of the approximate date when a decision will be rendered. In certain circumstances, a longer review period may be required, i.e., more complex situations or when additional investigation and fact finding is needed. When additional review time is needed, the employee will be so informed. If the Employee fails or refuses to appear at the pre-disciplinary hearing, the Department Director shall determine the discipline without the Employee's input.

#### ARTICLE 24: GRIEVANCE AND COMPLAINT PROCESS

- 24.1 The parties acknowledge that it is desirable for an Employee and the Employee's immediate supervisor to resolve issues or problems through informal and direct communication. Accordingly, when possible an Employee or the Union shall attempt to resolve the issue through informal communications with the appropriate supervisor before advancing the grievance through additional procedural steps.
- 24.2 Grievances Procedure – Grievances shall be processed as follows:
- 24.2.1 Step 1: Supervisor - A grievance shall be initiated by either the employee or the Union within 10 working days of an alleged violation of the Agreement or within ten (10) workdays of becoming aware of the alleged violation. The grievance will specify the employee or employees involved, section of the Agreement allegedly violated, and the remedy sought. The grievance will be presented to the employee's immediate Supervisor, in writing, by the aggrieved employee and/or their representative. The immediate Supervisor shall respond to the grievance in writing within ten (10) workdays following receipt of the Step 1 grievance. Workdays will be considered Monday through Friday and do not include weekends or Holidays whether worked by the employee or not.
- 24.2.2 Step 2: Department Director - If the employee is not satisfied with the Step 1 response, the grievance may be advanced to the Department Director by the Union. Advancement of the grievance to Step 2 must occur within ten (10) workdays following receipt of the Step 1 response, or by the date which the Step 1 response was due.

The Department Director shall meet with the Union Representative and the grievant within ten (10) workdays of receiving the Step 2 grievance. The Department Director will provide a written response within ten (10) workdays following the Step 2 grievance meeting. A copy of the grievance response will be provided to the City Manager, the Union and the grievant. Workdays will be

considered Monday through Friday and do not include weekends or Holidays whether worked by the employee or not.

A grievance may bypass Step 1 and be initiated as Step 2 of the grievance procedure with the mutual agreement of the Union and the City.

24.2.3 Step 3: City Manager - If the employee is not satisfied with the resolution offered by the Department Director at Step 2 of the grievance process, the grievance will be forwarded to the City Manager by the Union within ten (10) workdays following receipt of the Department Director's response or the date which the response was due. The City Manager, or their designee, shall attempt to resolve the matter and notify the employee and the Union in writing of their decision within fifteen (15) workdays. Workdays will be considered Monday through Friday and do not include weekends or Holidays whether worked by the employee or not.

24.2.4 Step 4: Arbitration - If the grievance is not resolved by the City Manager at Step 3 of the grievance process, the grievance may be referred to an arbitrator by the Union within ten (10) workdays following receipt of the City Manager's response or the date which the response was due. If the Union and the Employer are unable to agree upon an arbitrator, they shall jointly request that the Washington State Public Employment Relations Commission (PERC), or the Federal Mediation and Conciliation Service (FMCS) provide a list of five (5) arbitrators from the Pacific Northwest which the parties shall select one. The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person on the list until one (1) person remains that shall hear and rule upon the dispute. The party first striking from the list shall be determined by a flip of the coin. It shall be the function of the arbitrator to hold a hearing at which time the parties may submit their cases concerning the grievance.

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. The arbitrator shall consider and decide only the specific issue raised by the Grievance when it was submitted in writing to the Employer at Step 1 (or Step 3 for termination Grievances) and shall have no authority to make their decision on any issue not so submitted to them.

The arbitrator shall submit in writing their decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, they shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this Grievance Procedure.

24.3 Arbitration Fees and Expenses – The expenses, if any, of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter, shall be borne by the parties equally. Each party shall be responsible for the cost of presenting its own case to the arbitrator, including witness and attorney fees.

- 24.4 Union Representation - Nothing herein shall prevent the employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 24.5 Untimely Grievance Responses or Appeals - Any Grievance not answered by the Employer within the time limits specified in each step of the Grievance process shall constitute a proper denial of the Grievance on the date the answer was due, and the Union, as applicable, may immediately appeal to the next step or forego further processing of the Grievance. If at any step the Union does not submit the Grievance or appeal in the manner and time limits provided in this Article, the right to pursue a Grievance shall be considered waived by the Union without any further appeal or reconsideration under the grievance-arbitration procedure. The time limits at any step may be extended by mutual written agreement of the Union and the Employer.
- 24.6 Grievance Bypass to the Next Step – The parties may mutually agree in writing to skip a step or steps of the Grievance Procedure for a particular Grievance. Notwithstanding the foregoing, Employee terminations will automatically begin at Step Three (3) of the Grievance Procedure.
- 24.7 Waiver of Timelines Withdrawn or Settled Grievances – The grievance timelines may be waived; or the grievance may be withdrawn or settled at any stage of the grievance process through mutual consent of the Union and the City. Any such action shall be considered non-precedent setting.
- 24.8 Election of Remedies - The parties agree that the Grievance Procedure contained in this Agreement shall be the Employee's and the Union's sole remedy for issues covered by this Agreement, provided that Employees may also seek redress or review by an external body, whether administrative or judicial, of alleged violations of the Employee's statutory rights.
- 24.9 Representation Time – All Grievance discussions and investigations shall take place in a manner which does not interfere with Employer operations. A Union Steward who is otherwise on duty may, with the permission of their Department Director or their designee, attend Grievance meetings described in Section 24.1 of this Agreement during the Steward's work time, if the parties mutually decide to hold the meeting during the Employee's work time. Otherwise, any Grievance investigations or meetings must be conducted during the Steward's non-working hours.

## ARTICLE 25: EDUCATION, TRAINING AND LICENSES

- 25.1 Schooling and/or Training – Upon prior written approval of the Department Director and upon satisfactory completion of each class in an approved field of study, the Employer shall reimburse the employee the cost of tuition, based on State tuition schedules, for that term. Approved fields of study shall be courses that contain skills and/or knowledge needed within the job description of the employee and courses of study offered by educational institutions that prepare for degrees that develop an employee's abilities needed within the job description.
- 25.2 Licenses and Certifications – Employees may be required to have one (1) or more current Washington State professional licenses or certifications as determined by the Employer

or as required by law. Failure to obtain and/or maintain job required licensure or certification may result in the removal of the Employee from their position.

The expense of renewing a Maintenance Operational Unit approved license and related endorsements or certification shall be paid by the City. The City shall determine and allow the employee a reasonable amount of time off with pay to take the necessary exam/test. If the employee fails to obtain the license or certification after two attempts, the employee shall be responsible for the cost of repeating the same test/exam.

- 25.3 Professional Development/Training - The Employer recognizes the mutual benefit to be attained by providing training opportunities to Employees and shall make available information and access to training opportunities for its Employees. Technical training courses, seminars, workshops and conferences may be attended by Employees subject to budgetary provisions and advance permission of the Department Director or designee in writing. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to improve their professional capabilities in performance of their job duties. Training sessions may be conducted during regular working hours. For approved training which has been determined by the Department Director to be of major benefit to the Employer, necessary expenses shall be paid for by the Employer. Examples of training and safety courses shall be recognized as defensive driving, first aid, flagging school and/or machine operation and testing.

#### ARTICLE 26: ALCOHOL AND DRUG-FREE WORKPLACE

- 26.1 It is the policy of the Employer to maintain an alcohol and drug-free workplace. Actions in violation of this policy are inconsistent with the behavior expected of Employees, subject all employees and visitors to our facilities to unacceptable safety risks and undermine the Employer's ability to operate effectively and efficiently.
- 26.2 Unless otherwise noted in this Section, the Employer's duly adopted Employee Handbook and personnel policies as they now exist or may hereafter be amended shall govern this provision.
- 26.3 Employees in positions requiring a Commercial Driver's License (CDL) must comply with the Employer's policies, as well as federal and state regulations regarding drug and alcohol testing.

#### ARTICLE 27: USE OF CITY VEHICLES

- 27.1 It is the policy of the City of Shoreline to provide City Vehicles for business use, to allow vehicle users to drive on City business, and to reimburse Employees for business use of personal vehicles.
- 27.2 Unless otherwise noted in this Section, the Employer's duly adopted Employee Handbook, personnel policies, and the "Using City Vehicles" policy as they now exist or may hereafter be amended shall govern this provision.

#### ARTICLE 28: CODE OF ETHICS

- 28.1 Appendix "B" to this Agreement contains the Employer's Code of Ethics which shall be incorporated herein as if set forth in full.

ARTICLE 29: SAVINGS CLAUSE

29.1 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

ARTICLE 30: PERSONNEL POLICIES

30.1 The Union recognizes the Employer's inherent and traditional right to establish reasonable work rules and require their observance. Copies of any new rules or amendments to existing rules shall be provided to the Union fourteen (14) days prior to their implementation except in emergency circumstances.

30.2 The Employer's duly adopted Employee Handbook and other personnel policies as they now exist or may hereafter be amended apply to all matters not expressly covered by this Collective Bargaining Agreement.

ARTICLE 31: LABOR MANAGEMENT COMMITTEE

31.1 The City and the Union agree continuing cooperation between labor and management is important and that from time to time suggestions and concerns of a general nature affecting the Union and the City may need consideration. The City and the Union agree that the continuation of the Labor Management Committee (LMC) serves as a positive effort and cooperative effort to handle such considerations. The make-up of the LMC would consist of representatives designated by the Union and Management of the Department. The LMC shall meet periodically for the purpose of discussing and facilitating suggestions and or concerns which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement.

ARTICLE 32: COMPLETE AGREEMENT

32.1 The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject to collective bargaining. The results of such negotiations are set forth in writing in this Agreement. The Employer and Union each voluntarily and unqualifiedly agree to waive the right to bargaining over any other subjects for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE 33: DURATION AND RATIFICATION PAYMENT

33.1 Duration - This Agreement shall be effective when ratified by the Union and executed by the City of Shoreline, unless otherwise provided for herein, and shall remain in full force and effect through December 31, 2023.

33.2 Ratification Payment - As soon as is practicable after the effective date of this first agreement, the Employer will make a one-time ratification payment in the amount of \$650 to each active member of the Bargaining Unit. This payment will be processed and paid

according to regular Employer payroll procedures and in accordance with Federal, State, and other legally mandated reporting and tax withholding requirements.

PUBLIC, PROFESSIONAL & OFFICE-  
CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763, affiliated with the  
International Brotherhood of Teamsters

CITY OF SHORELINE, WASHINGTON

By \_\_\_\_\_  
Scott A. Sullivan  
Secretary-Treasurer

By \_\_\_\_\_  
Debbie Tarry  
City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_



APPENDIX "A"  
to the  
**AGREEMENT**  
by and between  
CITY OF SHORELINE, WASHINGTON  
and  
PUBLIC PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works, Facilities & Parks Employees)

DATE OF SIGNING, \_\_\_\_\_, 2021 - December 31, 2023

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SHORELINE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE- CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 - Effective retroactive to January 1, 2021, the classifications of work and Hourly Rates of Pay for 2021 shall be:

Job Class Number	Classification Title	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
80112	Ground Maintenance Worker I	Range 36	\$25.84	\$26.87	\$27.95	\$29.06	\$30.23	\$31.43
80113	Grounds Maintenance Worker II	Range 40	\$28.52	\$29.66	\$30.85	\$32.08	\$33.36	\$34.70
80111	Senior Grounds Maintenance Worker	Range 46	\$33.07	\$34.40	\$35.77	\$37.20	\$38.69	\$40.24
80102	Parks Maintenance Worker I	Range 36	\$25.84	\$26.87	\$27.95	\$29.06	\$30.23	\$31.43
80104	Parks Maintenance Worker II	Range 40	\$28.52	\$29.66	\$30.85	\$32.08	\$33.36	\$34.70
80100	Senior Parks Maintenance Worker – General Maintenance	Range 46	\$33.07	\$34.40	\$35.77	\$37.20	\$38.69	\$40.24
80106	Senior Parks Maintenance Worker – Urban Forestry	Range 48	\$34.75	\$36.14	\$37.58	\$39.09	\$40.65	\$42.28
80105	Public Works Maintenance Worker I	Range 36	\$25.84	\$26.87	\$27.95	\$29.06	\$30.23	\$31.43
80101	Public Works Maintenance Worker II	Range 40	\$28.52	\$29.66	\$30.85	\$32.08	\$33.36	\$34.70
80103	Senior Public Works Maintenance Worker	Range 46	\$33.07	\$34.40	\$35.77	\$37.20	\$38.69	\$40.24

80115	Wastewater Utility Maintenance Worker I	Range 37	\$26.48	\$27.54	\$28.64	\$29.79	\$30.98	\$32.22
80110	Wastewater Utility Maintenance Worker II	Range 41	\$29.23	\$30.40	\$31.62	\$32.88	\$34.20	\$35.57
80109	Senior Wastewater Maintenance Worker	Range 47	\$33.90	\$35.26	\$36.67	\$38.13	\$39.66	\$41.24
80108	Facilities Maintenance Worker I	Range 38	\$27.14	\$28.23	\$29.36	\$30.53	\$31.76	\$33.03
80107	Facilities Maintenance Worker II	Range 42	\$29.96	\$31.16	\$32.41	\$33.70	\$35.05	\$36.45
80114	Senior Facilities Maintenance Worker	Range 46	\$33.07	\$34.40	\$35.77	\$37.20	\$38.69	\$40.24

- A.2 Movement potential by step within the salary range shall be based on the Employees' anniversary date in the position.
- A.3 The Hourly Rates of Pay set forth within Section A.1 of this Appendix reflects the 2021 Hourly Rate of Pay with the Employer-approved cost of living adjustment (COLA) of 0.87% for 2021.
- A.4 The Hourly Rates of Pay set forth within Section A.1 of this Appendix shall be adjusted for 2022 by the Employer-approved COLA amount as set by the Shoreline City Council, which is 100% of the June 2020 to June 2021 change of the Consumer Price Index for all Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Area with a 1.0% minimum and a 4.0% maximum for 2022.
- A.5 The Hourly Rates of Pay set forth within Section A.1 of this Appendix shall be adjusted for 2023 by the Employer-approved COLA amount as set by the Shoreline City Council, which is 100% of the June 2021 to June 2022 change of the Consumer Price Index for all Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue Area with a 1.5% minimum and a 3.5% maximum for 2023.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF SHORELINE, WASHINGTON

By \_\_\_\_\_  
 Scott A. Sullivan  
 Secretary-Treasurer

By \_\_\_\_\_  
 Debbie Tarry  
 City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX "B"  
to the  
**AGREEMENT**  
by and between  
CITY OF SHORELINE, WASHINGTON  
and  
PUBLIC PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works & Parks Employees)

**CITY OF SHORELINE CODE OF ETHICS**

The purpose of the City of Shoreline Code of Ethics is to strengthen the quality of government through ethical principles which shall govern the conduct of the City's elected and appointed officials, and employees, who shall:

1. Be dedicated to the concepts of effective and democratic local government.

**Guidelines:**

Democratic Leadership: Officials and staff shall honor and respect the principles and spirit of representative democracy and set a positive example of good citizenship by scrupulously observing the letter and spirit of laws, rules and regulations.

2. Affirm the dignity and worth of the services rendered by government and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships.

**Guidelines:**

Public Confidence: Officials and staff shall conduct themselves so as to maintain public confidence in city government and in the performance of the public trust.

Impression of Influence. Officials and staff shall conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

4. Recognize that the chief function of local government at all times is to serve the best interests of all the people.

**Guidelines:**

Public Interest: Officials and staff shall treat their office as a public trust, only using the power and resources of public office to advance public interests, and not to attain personal benefit or pursue any other private interest incompatible with the public good.

5. Keep the community informed on municipal affairs; encourage communication between the citizens and all municipal officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

**Guidelines:**

Accountability: Officials and staff shall assure that government is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold city officials accountable.

Respectability: Officials and staff shall safeguard public confidence in the integrity of city government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety or which is otherwise unbecoming a public official.

6. Seek no favor; believe that personal benefit or profit secured by confidential information or by misuse of public time is dishonest.

**Guidelines:**

Business Interests: Officials and staff shall have no beneficial interest in any contract which may be made by, through or under his or her supervision, or for the benefit of his or her office, or accept directly or indirectly, any compensation, gratuity or reward in connection with such contract unless allowed under State law.

Private Employment: Officials and staff shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests or conduct a private business when such employment, service or business creates a conflict with or impairs the proper discharge of their official duties.

Confidential Information: Officials and staff shall not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Gifts: Officials and employees shall not directly or indirectly solicit any gift or accept or receive any gift whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form - under the following circumstances: (a) it could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or (b) the gift was intended to serve as a reward for any official action on the official's or employee's part.

Investments in Conflict with Official Duties: Officials and employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.

Personal Relationships: Personal relationships shall be disclosed in any instance where there could be the appearance of a conflict of interest.

Business Relationships: Officials and staff shall not use staff time, equipment, or facilities for marketing or soliciting for private business activities.

Reference Checking: Reference checking and responding to agency requests are a normal function of municipal business and is not prohibited if it does not adversely affect the operation of the City.

7. Conduct business of the city in a manner which is not only fair in fact, but also in appearance.

**Guidelines:**

Personal Relationships: In quasi-judicial proceedings elected officials shall abide by the directives of RCW 42.36 which requires full disclosure of contacts by proponents and opponents of land use projects which are before the City Council. Boards and

Commissions are also subject to these fairness rules when they conduct quasi-judicial hearings.

Not knowingly violate any Washington statutes, City ordinance or regulation in the course of performing their duties.

PUBLIC, PROFESSIONAL & OFFICE-  
CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763, affiliated with the  
International Brotherhood of Teamsters

CITY OF SHORELINE, WASHINGTON

By \_\_\_\_\_  
Scott A. Sullivan  
Secretary-Treasurer

By \_\_\_\_\_  
Debbie Tarry  
City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Panel Presentation on Law Enforcement (Police) Accountability: Community Engagement, Transparency and Body Worn Cameras
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Jim Hammond, City Manager's Office
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City of Shoreline (City) contracts with the King County Sheriff's Office (KCSO) for law enforcement services. Recent events, both locally and nationally, have prompted a significant degree of public interest in policy issues, as well as proposals for change, related to law enforcement accountability.

Tonight's panel presentation consists of two interrelated discussions around accountability and transparency. First, a conversation about the role of citizen engagement in oversight, and second, an in-depth look at a particular tool that is seen as enhancing transparency: body worn cameras.

Tonight's guest panelists include:

1. *Abiel Woldu*, a community advocate who currently serves as the Chair of the Citizen's Advisory Committee (CACLEO) for the King County Office of Law Enforcement and Oversight (OLEO);
2. *Major Jeffrey Flohr*, an employee of the King County's Sheriff's Office (KCSO), currently serving as part of the Command Team overseeing development of a KCSO pilot program for body worn cameras;
3. *Anthony Finnell*, an employee of the Seattle's Office of the Inspector General and a board member of the National Association of Civilian Oversight of Law Enforcement (NACOLE); and
4. *Jennifer Lee*, the Technology and Liberty Manager for American Civil Liberties Union of Washington.

There may be an additional panelist joining the Council tonight, bringing the perspective of local government, although that is still to be confirmed.

**RESOURCE/FINANCIAL IMPACT:**

Tonight's discussions are intended to provide information to Council on key topics related to law enforcement accountability in advance of its Strategic Planning Workshop in March 2021. There is no direct financial impact. If KSCO were to implement the use of police body worn cameras for contract cities, such as Shoreline, there would likely be additional costs incurred by the City through its contract with KSCO.

## **RECOMMENDATION**

No action is required by the City Council. This information is intended to provide Council with information that could be used in deciding local law enforcement accountability policies.

Approved By:        City Manager ***DT***    City Attorney ***JA-T***

## DISCUSSION

As noted above, to facilitate this discussion, several guest panelists will be participation. Tonight's guest panelists are:

1. *Abiel Woldu* is chair of the Community Advisory Committee for Law Enforcement Oversight ([CACLEO](#)) for the King County Office of Law Enforcement and Oversight (OLEO), as well as a Communications Associate at the ACLU. The son of Eritrean immigrants and a lifelong South Seattleite, Mr. Woldu is a first-generation college graduate from the University of Washington, where he earned a double major in Economics and Political Science. Mr. Woldu was a leader in the development of CACLEO's advisory memo on body worn cameras: <https://www.kingcounty.gov/~media/independent/law-enforcement-oversight/Documents/2020/CACLEO-Police-Camera-Advisory-Memo.ashx?la=en>.
2. *Major Jeffrey Flohr* serves as commander of the KCSO's 4<sup>th</sup> Precinct, which encompasses White Center, Skyway and Vashon Island. Major Flohr has been in law enforcement for 26 years (16 of them with KCSO) and spent the first ten years of his career as a police officer in the Bay Area of California. Major Flohr has extensive experience in Community Outreach including gang prevention, Youth Outreach, SRO Certification, Community Police Academy, Community Safety Instruction, and much more. Major Flohr's last command assignment was Commander of the King County 911 Center during which he led the implementation and launch of the *Text to 911* program for KCSO. Major Flohr also led the expansion of the online reporting system to include more than ten languages to assist community members with crime reporting in their native language.
3. *Anthony Finnell* serves as the Strategic Initiatives Lead for the Seattle Office of Inspector General. Mr. Finnell started his work in civilian oversight after a 23-year career as a police officer and sergeant for the City of Indianapolis, which included outreach and engagement with local schools and communities. As a Board Member for the National Association for Civilian Oversight of Law Enforcement ([NACOLE](#)), Mr. Finnell has worked with communities across the country to build and improve civilian oversight of law enforcement.
4. *Jennifer Lee* is the Technology and Liberty Manager for American Civil Liberties Union (ACLU) of Washington and has worked with the ACLU since 2019, studying the privacy issues related to body worn cameras. Ms. Lee has provided links for more information on body cameras. The first is a study conducted by Upturn in 2017, and the other two are articles talking about some issues with using body cameras.
  - a. <https://www.upturn.org/static/reports/2017/the-illusion-of-accuracy/files/Upturn%20and%20LCCHR%20-%20The%20Illusion%20of%20Accuracy%20v.1.0.pdf>



- b. <https://www.nytimes.com/2019/08/08/opinion/bodycams-privacy.html>
- c. <https://www.fastcompany.com/90514774/we-spent-a-fortune-on-police-body-cams-why-havent-they-fixed-policing>

### **RESOURCE/FINANCIAL IMPACT**

Tonight's discussions are intended to provide information to Council on key topics related to law enforcement accountability in advance of its Strategic Planning Workshop in March 2021. There is no direct financial impact. If KSCO were to implement the use of police body-worn cameras for contract cities, such as Shoreline, there would likely be additional costs incurred by the City through its contract for police services.

### **RECOMMENDATION**

No action is required by the City Council. This information is intended to provide Council with information that could be used in deciding local law enforcement accountability policies.

---

---

**Council Meeting Date: March 1, 2021**

**Agenda Item: 8(b)**

---

---

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of Resolution No. 470 - Amending the Council Rules of Procedure
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Jessica Simulcik Smith, City Clerk
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

On November 6, 2020, the City Manager's Office sent Council a memorandum outlining issues related to Council Operations, including a set of proposed amendments to the Council Rules of Procedure for Council's consideration.

Proposed Resolution No. 470 (Attachment A) provides for amendments to the Council Rules pertaining to the Order of Business for Regular Meetings and for various housekeeping edits throughout the Council Rules to reflect current business practice, fix grammar, and provide clarity and consistency.

Additions to the Rules are shown in double-underline with deletions in ~~strikethrough~~.

**RESOURCE/FINANCIAL IMPACT:**

There are no resources or financial impacts in amending the Council Rules of Procedure.

**RECOMMENDATION**

Staff recommends City Council discuss proposed Resolution No. 470 and provide Staff with direction on the proposed amendments. Resolution No. 470 is currently scheduled for adoption at the March 15, 2021, Council meeting.

Approved by: City Manager **DT** City Attorney **J-AT**

## **BACKGROUND**

The City Council's Rules of Procedure were initially adopted by Council Resolution No. 183 on February 11, 2002, and have been amended on multiple occasions, most recently in September 2019 ([Resolution No. 445](#)).

## **DISCUSSION**

On November 6, 2020, the City Manager's Office sent Council a memorandum outlining issues related to Council Operations in lieu of discussing the issues at a workshop dinner meeting, which have been cancelled due to the COVID-19 pandemic. The memorandum set forth several proposed amendments to the Council Rules including reorganizing the Order of Business, adding rules related to remote participation by Councilmembers and the public, and addressing clarity, grammatical, and consistency corrections throughout the Council Rules.

However, during the process of drafting rules related to post-pandemic remote participation, it became apparent that more work needed to be done to ensure that the appropriate technical infrastructure was in place to support a hybrid in-person/virtual meeting before any rules could be presented to Council. Staff is currently working with technology vendors to holistically review hybrid meeting requirements for a future rule amendment proposal that aligns with the Council Chamber's technology capabilities and limitations.

Therefore, the amendments currently proposed to the Council Rules, as reflected in Exhibit A of Resolution No. 470, are as follows:

- **Section 5.3A - Council Meetings Order of Business**  
Mayor Will Hall requested that Council consider an amendment to have the "Approval of the Agenda" occur earlier in regular meetings, requiring an amendment to the Order of Business. Approval of the Agenda is currently listed as the sixth item on the agenda; the proposed amendment would move it up to the third item. Placing it immediately after Roll Call would allow Council greater flexibility in foregoing or moving the remaining agenda items.
- **Section 3 - Agenda Preparation**  
Staff is proposing to amend this section to bring it into conformance with current business operations.

3.2 An item for a Council meeting may be placed on the agenda by any of the following methods:

- B. By any two Councilmembers, in writing to the City Manager or City Clerk ~~or with phone confirmation, with signatures by fax allowed for confirmation of support~~, no later than 12:00 p.m. five (5) days prior to the meeting. The

names of the requesting Councilmembers shall be set forth ~~on~~ in the staff report supporting the agenda item.

- **Section 5.4 - Community Presentations**

Staff is recommending eliminating Rule 5.4(H) which allows other organizations, that may have alternative or opposing viewpoints to organizations presenting Community Group Presentations, to go through the same procedures as the underlying organization. As Community Group Presentations are not common occurrences, and Community Group Presentations from organizations with opposing viewpoints are even more infrequent, Staff does not feel that this rule is needed. Additionally, Staff believes that it may be challenging to determine if an organization would meet this threshold so as to receive this expedited process.

~~H. Organizations which may have alternative, controversial positions or information will be scheduled at the next available Regular Meeting.~~

- **Other Housekeeping Items**

Staff is proposing additional amendments throughout the Council Rules that seek to provide clarity, grammatical, and/or consistency corrections, such as striking the word “Chair” and replacing it with “Presiding Officer”, and referring to members of Council as “Councilmembers” consistently throughout.

The attached set of Council Rules of Procedure (Attachment A, Exhibit A) sets forth all of the proposed amendments. Additions to the Rules are shown in double-underline with deletions in ~~strikethrough~~.

### **RESOURCE/FINANCIAL IMPACT**

There are no resources or financial impacts in amending the Council Rules of Procedure.

### **RECOMMENDATION**

Staff recommends City Council discuss proposed Resolution No. 470 and provide Staff with direction on the proposed amendments. Resolution No. 470 is currently scheduled for adoption at the March 15, 2021, Council meeting.

### **ATTACHMENTS**

Attachment A: Proposed Resolution No. 470  
Attachment A, Exhibit A: Amended Council Rules of Procedure

**RESOLUTION NO. 470**

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON,  
AMENDING COUNCIL RULES OF PROCEDURE RELATING TO  
THE ORDER OF BUSINESS FOR REGULAR MEETINGS, AND  
OTHER HOUSEKEEPING ITEMS.**

WHEREAS, Chapter 35A.12.120 RCW gives the City Council of each code city the power to set rules for conducting its business within the provisions of Title 35A RCW; and

WHEREAS, the City Council has amended its Rules of Procedure multiple times, most recently on September 9, 2019 by Council Resolution No. 445; and

WHEREAS, the City Council has reviewed its Rules of Procedure and desires to amend provisions of the Rules so as to provide for more efficient meetings, reflect current practices, and provide clarity and consistency;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON HEREBY RESOLVES:**

**Section 1. Amendments.** The Council Rules of Procedure are amended as set forth in Exhibit A attached hereto.

**Section 2. Effective Date.** This Resolution shall go into effective upon its passage by the City Council.

**PASSED BY THE CITY COUNCIL ON MARCH 15, 2021**

\_\_\_\_\_  
Mayor Will Hall

**ATTEST:**

\_\_\_\_\_  
Jessica Simulcik Smith, City Clerk

# RULES OF PROCEDURE

## Resolution No. 183

### TABLE OF CONTENTS

#### **SECTION 1. AUTHORITY**

1.1 Intent of Policies .....	1
1.2 Effect/Waiver of Rules .....	1

#### **SECTION 2. COUNCIL ORGANIZATION**

2.1 Swearing In .....	1
2.2 Election of Mayor and Deputy Mayor .....	1
2.3 Duties of Officers.....	2
2.4 Appointments to Boards and Commissions.....	3
2.5 Filling a Council Vacancy .....	3

#### **SECTION 3. AGENDA PREPARATION**

3.1 Role of City Clerk .....	4
3.2 Placement of Items on the Agenda .....	4
3.3 Format for Staff Reports.....	4
3.4 Agenda Item Priority .....	4
3.5 Readings for Ordinances.....	5

#### **SECTION 4. CONSENT CALENDAR**

4.1 Establishment of Consent Calendar .....	5
4.2 Adoption of Consent Calendar .....	5
4.3 Removal of Item from Consent Calendar .....	5

#### **SECTION 5. COUNCIL MEETINGS**

5.1 Open Public Meetings .....	5
5.2 Meeting Cancellation.....	5
5.3 Regular Meetings .....	6
5.4 Community Group Presentations .....	6
5.5 Workshop Dinner Meetings .....	7
5.6 Executive Sessions .....	8
5.7 Special Meetings .....	8
5.8 Emergency Meetings.....	8
5.9 Meeting Place.....	8
5.10 Notice of Meetings, Public Hearings.....	8
5.11 Quorum .....	8
5.12 Attendance, Excused Absences.....	8
5.13 General Decorum .....	9

5.14 Forms of Address ..... 9  
5.15 Seating Arrangement ..... 9  
5.16 Dissents and Protests ..... 9  
5.17 Request for Written Motions ..... 9  
5.18 Confidentiality ..... 9  
5.19 Conflict of Interest, Appearance of Fairness .....9  
5.20 Adjournment ..... 10  
5.21 Responsibilities of City Clerk ..... 10  
5.22 Attendance of Officers or Employees ..... 10

**SECTION 6. PUBLIC TESTIMONY**

6.1 Regular Meetings ..... 10  
6.2 Rules for Public Hearings ..... 11  
6.3 Group Representation ..... 11  
6.4 Quasi-Judicial Items, Public Comment During Election Season ..... 11  
6.5 Recognition by ~~Chair~~Presiding Officer ..... 11  
6.6 Identification of Speakers ..... 11  
6.7 Instructions for Speakers ..... 11  
6.8 Timekeeper, Donation of Speaking Time.. ..... 11  
6.9 Forms for Comment ..... 11  
6.10 Public Comment Protocols ..... 11

**SECTION 7. MOTIONS**

7.1 Voice Votes ..... 12  
7.2 Motions that do not Receive or Require Seconds ..... 12  
7.3 Tie Votes ..... 12  
7.4 Nature of Motion ..... 12  
7.5 Discussion Following a Motion ..... 12  
7.6 Council Consensus ..... 12  
7.7 Withdrawal of Motions ..... 12  
7.8 Motion to Table ..... 12  
7.9 Motion to Postpone to a Time Certain ..... 12  
7.10 Motion to Postpone Indefinitely ..... 12  
7.11 Motion to Call for the Question ..... 12  
7.12 Motion to Amend ..... 13  
7.13 Repetition of the Motion Prior to Voting ..... 13  
7.14 Voting ..... 13  
7.15 Prohibition of Abstentions ..... 13  
7.16 Silence ..... 13  
7.17 Prohibition of Voting by Proxy ..... 13  
7.18 Close of Discussion ..... 13  
7.19 Motion to Reconsider ..... 13  
7.20 Questions of Interpretation ..... 13

**SECTION 8. ITEMS REQUIRING FOUR VOTES ..... 13**

**SECTION 9. COUNCIL REPRESENTATION**

9.1 Expression of Personal Opinion ..... 14  
9.2 Support of Official Positions ..... 14  
9.3 Correspondence..... 14  
9.4 Use of City Letterhead..... 14  
9.5 Controversial Communications ..... 14  
9.6 Direction to Staff..... 14

**SECTION 10. SUSPENSION AND AMENDMENT OF RULES**

10.1 Suspension of Rules ..... 14  
10.2 Amendment of Rules..... 14



**Section 1. Authority.**

- 1.1 These rules constitute the official rules of procedure for the Shoreline City Council. In all decisions arising from points of order, the Council shall be governed by the current edition of Robert's Rules of Order, a copy of which is maintained in the office of the Shoreline City Clerk.
- 1.2 These rules of procedure are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act.

**Section 2. Council Organization.**

- 2.1 New Councilmembers shall be sworn in by a judge or the City Clerk.
- 2.2 Election of Mayor and Deputy Mayor.
  - A. The Council shall elect a Mayor and Deputy Mayor for a term of two years.
  - B. The motion to elect the Mayor and Deputy Mayor will be placed on the agenda of the first meeting of even-numbered years.
  - C. In the event the Mayor is unable to serve the remainder of the term, a new ~~mayor~~ Mayor shall be elected at the next meeting. In the event the Deputy Mayor is unable to serve the remainder of the term, a new Deputy Mayor shall be elected at the next meeting.
  - D. The election of the Mayor shall be conducted by the City Clerk. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Nominations do not require a second. The Clerk will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Clerk will ask again for further nominations and if there are none, the Clerk will declare the nominations closed. A motion to close the nominations is not necessary. After nominations have been closed, voting for Mayor takes place in the order nominations were made. Only affirmative votes for Mayor shall be given and Councilmembers will be asked to vote by a raise of hands. As soon as one of the nominees receives a majority vote (four affirmative votes), the Clerk will declare that nominee elected. No votes will be taken on the remaining nominees. If none of the nominees receives a majority vote, the Clerk will call for nominations again and repeat the process until a single candidate receives a majority vote. Upon election, the Mayor will

conduct the election for Deputy Mayor following the same process.

- E. A super majority vote (five votes) shall be required to approve a motion to remove the Mayor or Deputy Mayor from office for cause.

### 2.3 Duties of Officers.

- A. The Mayor, or in the Mayor's absence, the Deputy Mayor, shall be the Presiding Officer of the Council and perform the duties and responsibilities with regard to conduct of meetings and emergency business. In the absence of both the Mayor and the Deputy Mayor, the Council shall elect one of the members to the Council to act as a temporary Presiding Officer.
- B. It shall be the duty of the Presiding Officer to:
  - 1. Call the meeting to order.
  - 2. Keep the meeting to its order of business.
  - 3. Control discussion in an orderly manner.
    - a. ~~Give~~ Recognize every Councilmember who wishes to have an opportunity to speak ~~when recognized by the chair.~~
    - b. Permit audience participation at the appropriate times.
    - c. Require all speakers to speak to the question and to observe the rules of order.
  - 4. State each motion before it is discussed and before it is voted upon.
  - 5. Put motions to a vote and announce the outcome.
- C. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member.
- D. The Presiding Officer may at their discretion call the Deputy Mayor or any Councilmember to take over as the Chair so the Presiding Officer so they may make a motion or for other good cause yield the Chair.
- E. The Mayor shall appoint Councilmembers to boards and committees that are not otherwise specified by the National League of Cities, Association of Washington Cities, or King County/Sound Cities Association.
- F. The Mayor shall appoint Councilmembers to ~~Ad~~ ad hoc City Council subcommittees such as interview panels. Prior to appointment, the Mayor shall solicit interest from Councilmembers for their preferred appointments. The appointment list may be referred to the full Council pursuant to Rule 3.2(A) or (B).

### 2.4 Appointments to Boards and Commissions.

The Council will use the following process in managing the appointment of

individuals to Boards and Commissions.

- A. In closed session, the ad hoc subcommittee of Councilmembers gathers and reviews the applications, and determines which applicants will be interviewed.
- B. Subcommittee members inform the City Manager which applicants they plan to interview so that the City Manager can inform the other Councilmembers. If any Councilmember feels strongly that someone not on the interview list should be interviewed, that Councilmember may make this known to the City Manager to relay to the subcommittee.
- C. “Notice” is then given to the public that the subcommittee shall conduct interviews of the “finalists.”
- D. In open public meetings, the subcommittee interviews the “finalists.” Ground rules will govern the conduct of the meetings and be communicated to all participants. These ground rules will notify audience members that they will not be asked to comment during the meeting, and must not do or say anything that creates the impression that they support or oppose any candidate.
- E. In a closed meeting the subcommittee members review the findings from the interviews and reach consensus on whom to recommend that the full Council appoint.
- F. In a regular public meeting of the Council, the subcommittee’s recommendations are made an agenda item and discussed by the Council. Each Councilmember will have the ability to support, oppose, or amend the list of candidates proposed by the ad hoc committee. The recommendations will not be part of the “consent agenda” to ensure a full and thorough vetting of the subcommittee’s recommendations. The Council will vote to appoint new members to the board or commission.

2.5 Filling a Council Vacancy.

- A. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled, and an application form.
- B. The ~~Council~~ City Manager’s Office will draw up an application form to aid the Council's selection of the new Councilmember.
- C. Those candidates selected by Council will be interviewed by the Council

during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing the names; in order to make the interviews fair, applicants will be asked to remain outside the Council Chambers while other applicants are being interviewed. Applicants will be asked to answer questions posed by each Councilmember during the interview process. The interview process will be designed to be fair and consistent. Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.

- D. The Council may recess into Executive Session to discuss the qualifications of all candidates. Nominations, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.

### **Section 3. Agenda Preparation.**

- 3.1 Upon direction by the City Manager, the City Clerk will prepare an agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review by the Presiding Officer.
- 3.2 An item for a Council meeting may be placed on the agenda by any of the following methods:
  - A. Majority vote or consensus of the Council.
  - B. By any two Councilmembers, in writing to the City Manager or City Clerk ~~or with phone confirmation, with signatures by fax allowed for confirmation of support,~~ no later than 12:00 p.m. five (5) days prior to the meeting. The names of the requesting Councilmembers shall be set forth ~~on~~ in the staff report supporting the agenda item.
  - C. By the City Manager.
  - D. By the Mayor, or Deputy Mayor when acting in the absence of the Mayor.
- 3.3 Staff reports shall be in a standard format approved by the City Council.
- 3.4 Agenda items will be prioritized in the following order of importance: 1) items scheduled for statutory compliance; 2) advertised public hearings; 3) continued items from a prior meeting and 4) items scheduled for convenience.
- 3.5 Ordinances scheduled for Council action will generally receive three readings (with the exception of items that have had a public hearing before the Planning Commission).

- A. The first reading will be the scheduling of the item on the Council Agenda Planner by title or subject. If reasonably possible the item should be listed on the Agenda Planner at least two weeks prior to the second reading. The Mayor or City Manager may authorize exceptions for items of an emergency or unexpected nature requiring immediate action.
- B. The second reading will be scheduled for review and discussion by the City Council. Items of a routine nature may bypass this meeting and be scheduled directly to a Consent Calendar. In such cases Council shall, by motion, waive the second reading as part of the adopting motion.
- C. The third reading will be Council review and action at a subsequent meeting.

**Section 4. Consent Calendar.**

- 4.1 The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which: (a) have been previously discussed by the Council, or (b) based on the information delivered to ~~members of the Council~~ Councilmembers, by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely.
- 4.2 The motion to adopt the Consent Calendar shall be non-debatable and have the effect of moving to adopt all items on the Consent Calendar.
- 4.3 Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Councilmembers are given an opportunity to remove items from the Consent Calendar after the motion is made and seconded to approve the agenda. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for deliberation at the current or future Council Meeting.

**Section 5. Council Meetings.**

- 5.1 All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW Section 42.30). All Regular Meetings, Special Meetings, and Workshop Dinner Meetings of the Council shall be open to the public.
- 5.2 Any Council Meeting may be canceled by a majority vote or consensus of the Council. The Mayor or Deputy Mayor may cancel a Council Meeting for lack of agenda items.
- 5.3 The Council shall hold **Regular Meetings** on Mondays of each week at 7:00 p.m. in the Council Chamber of the Shoreline City Hall, located at 17500 Midvale

Avenue N, Shoreline, Washington. Should any meeting date occur on a legal holiday, the meeting shall be canceled. There will be no Regular Meetings between December 15th and the end of the year.

- A. Order of Business for Regular Meetings. The order of business shall be as follows:

Regular Meeting (7:00 p.m.)

1. Call to Order
2. Flag Salute, Roll Call
3. Approval of the Agenda
- ~~34.~~ Report of the City Manager
- ~~45.~~ Council Reports
- ~~56.~~ Public Comment, as set forth in Section 6.1(A)
- ~~6.~~ Approval of the Agenda
7. Consent Calendar
8. Action Items: The following procedures shall be used:
  - a. Introduction of item by Clerk staff
  - b. Presentation by staff
  - c. Public Hearings, if any noticed
  - d. Council motion to move adoption of legislation
  - e. Council discussion and possible action
9. Study Items: The following procedure shall be used:
  - a. Staff reports
  - b. Council discussion
10. Executive Session, if needed
11. Adjournment

5.4. The Council shall make available at one meeting of each month, a **Community Group Presentation**. The order of business shall omit Council Reports and include Community Presentations following the Consent Calendar. The intent of the presentations is to provide a means for non-profit organizations to inform the Council, staff and public about their initiatives or efforts in the community to address a specific problem or need. The presentations are available to individuals who are affiliated with a registered non-profit organization. In order to schedule the presentation, two Councilmembers under Rule 3.2(B) must sponsor the request. The presentations shall be limited to 30 minutes, with approximately 15 minutes for the presentation and 15 minutes for questions. Guidelines for presentations include:

- A. Each organization or agency may complete a request form and submit it to the ~~Shoreline~~-City Manager's Office. The blank form shall be available on the City's website and from the City Clerk's Office.
- B. For planning purposes, the presentation must be scheduled on the agenda planner at least four (4) weeks in advance of the meeting date

requested.

- C. Information and sources used in the presentation should be available in hard copy or electronically for reference.
- D. Up to three (3) members of the organization are invited to participate.
- E. The presentation must support the adopted position/policy of the organization.
- F. The presentation should be more than a general promotion of the organization. The information presented should be about specific initiatives/programs or planning that the organization is doing which is relevant to Shoreline ~~citizens~~ residents and government.
- G. Presentations shall not include:
  - 1. Discussion of ballot measures or candidates.
  - 2. Issues of a partisan or religious nature.
  - 3. Negative statements or information about other organizations, agencies or individuals.
  - 4. Commercial solicitations or endorsements.

~~H. Organizations which may have alternative, controversial positions or information will be scheduled at the next available Regular Meeting.~~

5.5 The Council shall hold **Workshop Dinner Meetings** on the second and fourth Monday of each month at 5:45 p.m. in Conference Room 303 of Shoreline City Hall, located at 17500 Midvale Avenue N, Shoreline, Washington. Should any meeting occur on a legal holiday, the meeting shall be canceled. There will be no Workshop Dinner Meetings between December 15 and the end of the year.

- A. Workshop Dinner Meetings will be informal meetings for the purpose of meeting with other governmental agencies and officials such as the School District, utility districts, Fire District, neighboring city officials, regional organizations, Shoreline-Lake Forest Park Arts Council, Transit, etc., and other agencies and topics as deemed appropriate by the City Council or City Manager. Workshop Dinner Meetings may also be used by the Council to conduct Executive Sessions.
- B. No final votes may take place at Workshop Dinner Meetings, however, the Council may provide administrative direction to staff by consensus or vote. The agenda for these meetings will be appended to the Regular Meeting agenda and posted and distributed in the same manner as the Regular Meeting agenda.

5.6 The Council may hold Executive Sessions from which the public may be

excluded, for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session, the Presiding Officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time, a public announcement shall be made that the Session is being extended. Any final action by Council must be taken at an open session.

- 5.7 **Special Meetings** may be held by the Council subject to notice requirements prescribed by State law. Special Meetings may be called by the Mayor, Deputy Mayor, or any four Councilmembers of the City Council by written notice delivered to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. The notice of such Special Meetings shall state the subjects to be considered, and no subject other than those specified in the notice shall be considered. The order of business for Special Meetings may follow Section 5.3(A). Public comment for Action Items will follow the procedure found in Section 6.1.
- 5.8 An **Emergency Meeting** is a special Council meeting called without the 24-hour notice. It deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor with the consent of a majority of Councilmembers. The minutes will indicate the reason for the emergency.
- 5.9 **Special Meetings and Emergency Meetings** will be at a time and place as Council directs.
- 5.10 The City shall comply with the provisions of RCW 35A.12.160. The public shall receive notice of upcoming public hearings through publication of such notice in the City's official newspaper at least ten (10) days prior to the hearing.
- 5.11 At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business. In the absence of a quorum, the members present may adjourn that meeting to a later date.
- 5.12 ~~Members~~ A Councilmember of the Council may be excused from attending a City Council meeting by contacting the Mayor prior to the meeting and stating the reason for their inability to attend. If the Councilmember is unable to contact the Mayor, the Councilmember shall contact the City Manager, who shall convey the message to the Mayor. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be nondebatable. Upon passage of such motion by a majority of Councilmembers present, the absent Councilmember shall be considered excused and the Clerk will make an appropriate notation in the minutes. Councilmembers who do not follow the



above process will be considered unexcused and it shall be so noted in the minutes. A motion to excuse a Councilmember may be made retroactively at the next meeting.

5.13 General Decorum.

- A. While the Council is in session, the Councilmembers must preserve order and decorum. A Councilmember shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disrupt any member while speaking nor refuse to obey the orders of the Council or the ~~Mayor~~ Presiding Officer, except as otherwise provided in these Rules.
- B. Any person making disruptive, impertinent, or slanderous remarks while addressing the Council shall be asked to leave by the Presiding Officer and barred from further audience before the Council for that meeting.

5.14 At all **Regular Meetings**, the Mayor shall be addressed as "Mayor (surname)", the Deputy Mayor shall be addressed as "Deputy Mayor (surname)", and members of the Council shall be addressed as "Councilmember (surname)."

5.15 At all Council Meetings except Workshop Dinner Meetings, the Mayor shall sit at the center of the Council, and the Deputy Mayor shall sit at the right hand of the Mayor. Other Councilmembers are to be seated in a manner acceptable to Council. If there is a dispute, seating shall be in position order.

5.16 Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes.

5.17 Motions shall be reduced to writing when required by the Presiding Officer ~~of the Council~~ or any ~~member of the Council~~ member. All resolutions and ordinances shall be in writing.

5.18 Councilmembers should keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under the Revised Code of Washington. If a Councilmember unintentionally discloses Executive Session discussion with another party, that Councilmember shall make full disclosure to the City Manager and/or the City Council in a timely manner.

5.19 Prior to commencement of discussion of a quasi-judicial item, the ~~Chair~~ Presiding Officer will ask if any Councilmember has a conflict of interest or Appearance of Fairness Doctrine concern which could prohibit the Councilmember from

participating in the decision-making process. If it is deemed by the Councilmember, in consultation with the City Attorney, that it is warranted, the Councilmember should step down and not participate in the Council discussion or vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration.

- 5.20 Council meetings shall adjourn no later than 10:00 p.m. The adjournment time established thereunder may be extended to a later time certain upon approval of a motion by a majority of the Council. Any Councilmember may call for a "Point of Order" to review agenda priorities.
- 5.21 The City Clerk or an authorized Deputy City Clerk shall attend all Council meetings. If the Clerk and the Deputy Clerk are absent from any Council meeting, the City Manager shall appoint a Clerk Pro Tempore. The minutes of the proceedings of the Council shall be kept by the City Clerk and shall constitute the official record of the Council.
- 5.22 Any City officer or employee shall have the duty when requested by the Council to attend Council Meetings and shall remain for such time as the Council may direct.

## **Section 6. Public Testimony.**

### **6.1 Regular Meetings.**

- A. Members of the public may address the City Council at the beginning of any Regular Meeting under "Public Comment." During the "Public Comment" portion of the meeting, individuals may speak to agenda items or any other topic except those scheduled for a Public Hearing. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 10 people are signed up to speak each speaker will be allocated two (2) minutes. The total public comment period under Agenda Item 65 (Public Comment) will be no more than 30 minutes. Individuals will be required to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.
- B. If during a Regular Meeting an Action Item is before the Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 10 people are signed up to speak each

speaker will be allocated two (2) minutes. The total public comment period for the agenda item will be no more than 30 minutes.

6.2 Public Hearings.

The following rules shall be observed during any Public Hearing:

- A. Individuals will be allowed three (3) minutes to speak.
- B. The Presiding Officer may allow additional time for receipt of written testimony when needed.
- C. Prior to closing the hearing the ~~Mayor or Deputy Mayor~~ Presiding Officer shall inquire if there are any additional speakers other than those that have signed up and previously spoken, and if there are they shall be allowed to testify.

6.3 When large numbers of people are signed up to speak on the same topic, the ~~Mayor~~ Presiding Officer may request that the group(s) select a limited number of speakers to cover their view and then ask all those who agree with that position to stand at the conclusion of each presentation.

6.4 Public testimony authorized in Section 6.1 may not include comments or information on any quasi-judicial matter pending before the City Council, or on any topic for which Council has closed the public record. During election season, which starts when a candidate officially files their candidacy with the State or a county election office and runs through the election, no person may use public comment to promote or oppose any candidate for public office. Promoting a candidate for public office includes announcing a candidacy for public office, mentioning a specific campaign, or wearing a visible campaign button at the speaker's podium.

6.5 No person shall be allowed to address the Council while it is in session without the recognition of the Presiding Officer.

6.6 Persons testifying shall identify themselves for the record as to name, city of residence and any organization represented.

6.7 An instruction notice for speakers will be ~~available at the meeting~~ provided. Speakers will be advised by the Presiding Officer that their testimony is being recorded.

6.8 The Clerk shall be the timekeeper for all public testimony. Time cannot be donated by one speaker to another.

6.9 Printed forms shall be made available at all Council Meetings to allow for written

testimony to Council.

- 6.10 Speakers will not be permitted to present testimony via electronic methods (e.g. PowerPoint). Speakers may utilize visual aids. Hardcopies of all materials may be submitted to the City Clerk to distribute to the Council.

**Section 7. Motions.**

- 7.1 Unless otherwise provided for by statute, ordinance, resolution, or these Rules of Procedure, all votes shall be taken by voice, except that at the request of any Councilmember, a random roll call vote shall be taken by the City Clerk.
- 7.2 Prior to discussion of an Action Item, a Councilmember should make a motion, which is seconded by another Councilmember, on the topic under discussion. If the motion is not seconded, it dies. Some motions do not require a second: nominations, withdrawal of a motion, request for a roll call vote, and point of order.
- 7.3 In case of a tie vote on any motion, the motion shall be considered lost.
- 7.4 Motions shall be clear and concise and not include arguments for the motion.
- 7.5 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote. If they wish to do so, they may state why they will vote for or against the motion.
- 7.6 When the Council concurs or agrees with an item that does not require a formal motion, the ~~Mayer~~ Presiding Officer will summarize the Council's consensus at the conclusion of the discussion.
- 7.7 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.
- 7.8 A motion to table is nondebatable. It requires a majority to pass. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future meeting, at which time discussion can continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- 7.9 A motion to postpone to a specific time is debatable, is amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The motion being postponed must be considered at a later time in the same meeting or a specific future meeting.
- 7.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The merits of the main motion may be debated.

- 7.11 A motion to call for the question shall close debate on the main motion and is nondebatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.
- 7.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 7.13 When the discussion is concluded, the motion maker, ~~Mayor~~Presiding Officer, or City Clerk, shall repeat the motion prior to voting.
- 7.14 The City Council votes on the motion as restated. If the vote is unanimous, the ~~Mayor~~Presiding Officer shall state that the motion has been passed unanimously according to the number of Councilmembers present, such as "7-0" or "6-0." If the vote is not unanimous, the ~~Mayor~~Presiding Officer shall state the number of Councilmembers voting in the affirmative and the number voting in the negative and whether the motion passes or fails.
- 7.15 If a Councilmember has a conflict of interest or an appearance of fairness question under Sstate law, the Councilmember may recuse themselves from the issue and shall leave the Council Cehambers during discussion and voting on the issue. That Councilmember shall be considered absent when voting occurs.
- 7.16 If a Councilmember ~~of the Council~~ is silent on a vote, it shall be recorded as an affirmative vote. If a Councilmember ~~of the Council~~ abstains, it shall be recorded as an abstention and not included in the vote tally.
- 7.17 No vote may be cast by proxy.
- 7.18 Once the vote has been taken, the discussion is closed. It is not necessary for Councilmembers to justify or explain their vote. If they wish to make their positions known, this should happen during the discussion preceding the vote.
- 7.19 After the question has been decided, any Councilmember who voted in the majority may move for a reconsideration of the motion. The motion for reconsideration must be made at the same or next regular meeting.
- 7.20 The City Attorney, in consultation with the City Clerk, shall decide all questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these policies and procedures shall be governed by the current edition of Robert's Rules of Order. In the event of a conflict, these Council rules of procedures shall prevail.

**Section 8. Items Requiring Four Votes.**

The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council (four votes) [RCW 35A 13.170 and 35A.4213.1204].

**Section 9. Council Representation.**

- 9.1 Councilmembers who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if their statement reflects their personal opinion or if it is the official stance of the City, or if this is the majority or minority opinion of the Council.
- 9.2 When Councilmembers represent the City or attend meetings in an official capacity as Councilmember, they must support and advocate the official City position on an issue, not a personal viewpoint.
- 9.3 Once the City Council has taken a position on an issue, all official City correspondence regarding the issue will reflect the Council's adopted position.
- 9.4 City letterhead shall not be used for correspondence of Councilmembers representing a dissenting point of view from an official Council position.
- 9.5 As a matter of courtesy, letters to the editor, or other communication of a controversial nature, which do not express the majority opinion of the Council, shall be distributed to the full Council so that Councilmembers may be made aware of the impending publication.
- 9.6 If the Council, in Executive Session, ~~has given~~gives direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue.

**Section 10. Suspension and Amendment of Rules.**

- 10.1 Any provision of these rules not governed by State law or City ordinance may be temporarily suspended by a majority vote of the Council.
- 10.2 It is the intent of the City Council that the rules of procedure be periodically reviewed as needed. These rules may be amended, or new rules adopted, by a majority vote of the Council, provided that the proposed amendments or new rules shall have been distributed to Council at least one week prior to such action.

**Amended by Resolution No. 196**  
**Amended by Resolution No. 205**  
**Amended by Resolution No. 224**  
**Amended by Resolution No. 244**  
**Amended by Resolution No. 255**  
**Amended by Motion, Dec. 7, 2009**  
**Amended by Resolution No. 295**  
**Amended by Resolution No. 296**  
**Amended by Resolution No. 298**  
**Amended by Resolution No. 299**  
**Amended by Resolution No. 306**  
**Amended by Resolution No. 310**  
**Amended by Resolution No. 326**  
**Amended by Resolution No. 334**  
**Amended by Resolution No. 344**  
**Amended by Resolution No. 380**  
**Amended by Resolution No. 381**  
**Amended by Resolution No. 422**  
**Amended by Resolution No. 445**  
**Amended by Resolution No. 470**