



AGENDA

STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, August 2, 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.

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. ROLL CALL		
(a) Proclaiming August 3, 2021 as Appreciate Your Neighbors Night in Shoreline	<u>2a-1</u>	
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. 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 up.

7. ACTION ITEMS

- | | | |
|-----|--|------------------|
| (a) | Action on the Purchase of Real Property Located at 19827 25 th Avenue NE, Identified as King County Tax Parcel No. 042604-9030-07; and Authorize the City Manager to Take the Necessary Steps to Complete the Property Purchase | <u>8a-1</u> 7:20 |
|-----|--|------------------|

8. STUDY ITEMS

- | | | |
|-----|--|------------------|
| (a) | Discussion of Ordinance No. 939 - Authorizing a Non-Exclusive Franchise to Zayo Group, LLC to Construct, Maintain, Operate, Replace, and Repair a Telecommunications System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline | <u>9a-1</u> 7:35 |
| (b) | Discussion of Resolution No. 482 - Updating the Employee Handbook | <u>9b-1</u> 7:55 |

9. ADJOURNMENT

8:25

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. 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 COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Proclaiming August 3, 2021 as “Appreciate Your Neighbors Night” in Shoreline
DEPARTMENT: Community Services Department
ACTION: ☐ Ordinance ☐ Resolution ☐ Motion
 ☐ Public Hearing ☐ Discussion ☒ Proclamation

PROBLEM/ISSUE STATEMENT:

In years past, the Shoreline Police Department and Community Services Division joined with the National Association of Town Watch in sponsoring “National Night Out” in Shoreline on the first Tuesday of August. In 2020, National Night Out was cancelled in Shoreline and in most other cities across the nation because of the COVID-19 pandemic.

In 2021, as we begin transitioning to more in-person experiences, the City of Shoreline encourages residents to host small parties with their most immediate neighbors. This year, the City does not intend to issue permits for street closures and is not requiring registrations.

If party organizers would like to have a visit from a City Councilmember or Police representative, they can request that by contacting the Neighborhoods Coordinator.

Recognizing that residents may have gotten to know their neighbors better than before, the City of Shoreline encourages building stronger relationships with the people in closest proximity so they can create a safer, more responsive community.

RECOMMENDATION:

The Mayor should read the proclamation declaring August 3, 2021 as Appreciate Your Neighbors Night in Shoreline

ATTACHMENTS:

Attachment A: 2021 Appreciate Your Neighbors Night in Shoreline

Approved By: City Manager **DT** City Attorney **MK**



PROCLAMATION

WHEREAS, “National Night Out” is usually observed on the first Tuesday of August; and

WHEREAS, the City of Shoreline encourages residents to host smaller parties with their immediate neighbors as the community eases back into more in-person experiences after cancellation of all events in 2020; and

WHEREAS, there will be a modified “National Night Out” in Shoreline this year; and

WHEREAS, the City of Shoreline encourages residents to strengthen relationships with immediate neighbors to create a safer, more responsive community; and

WHEREAS, the City of Shoreline provides tools and support to create stronger community connections;

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim August 3, 2021, as

APPRECIATE YOUR NEIGHBORS NIGHT

in the City of Shoreline, and encourage all Shoreline residents to connect with your neighbors in a safe way to enhance community safety and connectedness.

Will Hall, Mayor

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Action on the Purchase of Property Located at 19827 25 th Avenue NE, Identified as King County Tax Parcel No. 042604-9030-07; and Authorizing the City Manager to Take the Necessary Steps to Complete the Property Purchase		
DEPARTMENT:	City Manager's Office		
PRESENTED BY:	Nathan Daum, Economic Development Program Manager		
ACTION:	<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:

On July 31, 2017, the City Council approved the update to the Parks, Recreation, and Open Space (PROS) Plan. The Plan identified parkland needs of 95 acres citywide to maintain a level of service of 7.38 acres per 1,000 population.

Council action recommended tonight is a motion to approve the purchase and sale contract for 19827 25th Avenue NE, a 20,000-square-foot parcel adjacent to Brugger's Bog Park. The proposed Brugger's Bog expansion would allow for the development of park amenities outside of the park's wetland and stream buffers and was one of the top priorities of the PROS Plan and the Park Funding Advisory Committee. It is included as one of the five parks identified for expansion in the Proposition No. 1 Park Bond Measure will be before voters on the fall 2021 ballot.

As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City 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. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

RESOURCE/FINANCIAL IMPACT:

The negotiated purchase price for the parcel is \$1,140,000. A fall 2021 bond measure, if approved by voters, would be used for the purchase of this and other properties. In 2020, the City issued Bond Anticipation Notes (BAN) to support Parks, Recreation, and Open Space (PROS) Plan property acquisitions. There is \$7,748,735 of the BAN available for park property purchases. This short-term funding source will need to be refunded or repaid in late 2022 using proceeds from the Parks Bond Measure or other revenue. If the voters do not approve the measure, then the City would need to repay the BAN from other sources such as Park Impact Fees, reprogramming of General Capital Revenues, CFT Grant Funding, or General Fund fund balance. Immediate post-

acquisition costs could range from \$15,000-\$150,000 or more dependent upon condition of the structure and potential for interim residential rental use, or if the City were to proceed with fencing, demolition, and some limited planting. Relocation costs for the personal property of the seller are an estimated additional \$1,000-\$3,000.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of property located at 19827 25th Avenue NE, identified as King County Tax Parcel No. 042604-9030-07; and authorize the City Manager to take the necessary steps to complete the property purchase.

Approved By: City Manager ***DT*** City Attorney ***MK***

BACKGROUND

On July 31, 2017, the Council approved the update to the Parks, Recreation and Open Space (PROS) Plan. To maintain the current level of service of 7.38 acres of parkland per 1,000 population, the PROS Plan estimated a need of 95 acres citywide, and identified priority park acquisitions and developments. The staff report for the adoption of the PROS Plan can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport073117-7a.pdf>.

The PROS Plan Strategic Action Initiative #7 called for ensuring adequate park land for future generations and set a target of adding five acres of new park land by 2023. The PROS Plan's Tables 6.5 and 6.6 list priority park acquisitions and park developments including Brugger's Bog development and property acquisition.

On December 7, 2020, Council discussed a potential \$38.5-million Parks Bond Measure, including redevelopment of Brugger's Bog Park, on the April 2021 special election ballot. The development of Brugger's Bog Park is one of the top priorities of the PROS Plan and the highest priority park investment, based on "equity, need, and urgency," of the Park Funding Advisory Committee (PFAC) recommendations from 2020.

Equity-based Investment was a guiding principle of the original PFAC recommendations, strategically locating essential park amenities where investment has been low and need is high, particularly near higher-density housing, lower income populations, and underserved groups. The Staff Report for this December 7, 2020 Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport120720-9a.pdf>.

On June 28, 2021, Council discussed the results of the April 2021 special election in which the Parks Bond Measure received 72% support but failed to meet voter-turnout validation requirements. At that time, Council adopted Ordinance No. 932 authorizing the placement of the same Parks Bond Measure on the November 2021 ballot, again including Brugger's Bog Park as one of the five parks identified for expansion. The Staff Report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2021/staffreport062821-8a.pdf>.

Also on June 28, 2021, Council, met in Executive Session as authorized by RCW 42.30.110(1)(b) to discuss price for potential acquisition of the property at 19827 25th Ave NE, identified as King County Tax Parcel No. 042604-9030-07.

Now before the Council for action is the proposed authorization of the City Manager to purchase the property adjacent to Brugger's Bog Park, located at 19827 25th Avenue NE, identified as King County Tax Parcel No. 042604-9030-07; and authorizing the City Manager to take the necessary steps to complete the property purchase.

DISCUSSION

The proposed Brugger's Bog expansion would allow for more flexibility in developing park amenities outside of the wetland and stream buffers that currently exist in the park. The City has the opportunity to acquire this property from the property owner willingly, adding approximately 0.46 of an acre for a total of 1.75 acres of park land at this park.

In May of 2021, the City through its agent, Contract Land Staff, reached out to the property owner of this property. While there was no response at that time, the City learned in June of 2021 through a community member that the property was for sale. The property was placed on the Northwest Multiple Listing Service (MLS) on June 22, 2021 by Windermere Real Estate/East at a price of \$1,199,800.

While the Parks Bond Measure has yet to be taken up by voters, if sold to another party, this parcel will likely cease to be an opportunity to implement a PROS Plan goal of expanding Brugger's Bog Park as envisioned by the Parks Bond Measure, except in the unlikely event that such a buyer would be willing to sell to the City, or if the City were to opt for purchasing the property through use of eminent domain from an unwilling seller. Otherwise, the City would need to seek opportunities to pursue priority acquisitions in other areas of the city to achieve the PROS Plan goals for added parkland.

The City's offer of fair market value for this property was based on an administrative summary prepared by the City's agent following federal Uniform Relocation Act (URA) guidelines. The summary applied updated market information reflecting appreciation in property values since the time of an independent appraisal of the property in September 2019 to determine just compensation of \$1,140,000. This offer was accepted by the property owner.

Preliminary Post-Acquisition Cost Analysis

Additional costs would include the City's real property agent fees for brokering the transaction, post-acquisition costs of clearing the site or preparing the property for rental, and relocation of the personal property of the seller as required under the URA. Based on an initial site visit, staff's preliminary evaluation finds the duplex on site to be viable as a residential rental property at an estimated rate of \$2,200 for each of the two units per month, or potentially \$3,900 \$4,100 if both units were leased together under one agreement. The City has a contract for property management services which would equal the first month's rent as a leasing fee followed by a 10% per month management fee thereafter. Costs to make the make the property renter-ready are estimated at \$15,000-\$25,000. Costs to survey and demolish the property are estimated at \$150,000 or more, but would likely be deferred until the park improvement construction begins. Relocation costs for the seller's personal property are an estimated at an additional \$1,000-\$3,000.

Funding Options – Bond Anticipation Notes (BAN)

In 2020, the City issued \$25M in Bond Anticipation Notes (BAN) to support PROS Plan Property Acquisition. The cost of a future Community and Aquatic Center site was \$17,251,265 leaving \$7,748,735 of the BAN that could be used to purchase park properties. If Council would like to move forward with the purchases of properties now, the City can choose to utilize the BAN to fund the purchases. The annual interest rate

on the almost three-year BAN is 1.92%. Ultimately though, a permanent revenue source would be required to pay for the properties. The BAN should only be considered a short-term bridge loan. These short-term notes will need to be refunded or repaid in late 2022 using a Future Parks Improvement Bond Levy or other revenue if the Bond Measure fails.

Funding Options – Park Impact Fees (PIF)

While other property acquisitions have been funded by Park Impact Fees (PIF), such funds may not be immediately available for this purchase. While the City has approximately \$1.86 million in Park Impact Fees available, \$1,210,000 was identified in the PIF rate study for “Brugger’s Bog Development,” and not for “Acquisition.” As such, it would require separate action by the City Council to amend the Shoreline Municipal Code Chapter 3.70 – Impact Fees for Parks, Open Space, and Recreation Facilities in order to utilize PIF for this acquisition.

Funding Options – King County Conservation Futures Tax (CFT) Grant Funding

The City’s development plans for Brugger’s Bog Park are not finalized, however, staff has discussed the potential of King County Conservation Futures Tax (CFT) grant funding to support this acquisition. Staff would approach King County CFT in advance of the next application period. Staff would continue to research CFT requirements and identify alignment with the development envisioned for Brugger’s Bog Park with a potential CFT application in early 2022. CFT typically funds up to 50% of a project, however, some projects may be considered for 100% reimbursement in areas that have been underserved in the past.

Tonight’s Council Action and Public Comment

As is noted above, tonight, staff is seeking Council authorization for the City Manager to purchase the property located at 19827 25th Avenue NE (King County Tax Parcel No. 042604-9030-07) and authorizing the City Manager to take the necessary steps to complete the property purchase.

As per Council Rule of Procedure 6.1.B, which states that for an Action Item that is before the City 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. Council should therefore allow for public comment following the staff report, and the same rules for public comment provided as part of the Council’s Regular Meeting Agenda shall apply.

COUNCIL GOALS ADDRESSED

This item addresses the 2021-2023 City Council Goal 2, Action Step 2, which states:

- *Continue to Implement the Parks, Recreation, and Open Space Plan, including implementation of the 2021 Park Bond if approved by voters.*

RESOURCE/FINANCIAL IMPACT

The negotiated purchase price for the parcel is \$1,140,000. A fall 2021 bond measure, if approved by voters, would be used for the purchase of this and other properties. In

2020, the City issued Bond Anticipation Notes (BAN) to support Parks, Recreation, and Open Space (PROS) Plan property acquisitions. There is \$7,748,735 of the BAN available for park property purchases. This short-term funding source will need to be refunded or repaid in late 2022 using proceeds from the Parks Bond Measure or other revenue. If the voters do not approve the measure, then the City would need to repay the BAN from other sources such as Park Impact Fees, reprogramming of General Capital Revenues, CFT Grant Funding, or General Fund fund balance. Immediate post-acquisition costs could range from \$25,000-\$150,000 or more dependent upon condition of the structure and potential for interim residential rental use, or if the City were to proceed with fencing, demolition, and some limited planting. Relocation costs for the personal property of the seller are an estimated additional \$1,000-\$3,000.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of property located at 19827 25th Avenue NE, identified as King County Tax Parcel No. 042604-9030-07; and authorize the City Manager to take the necessary steps to complete the property purchase.

ATTACHMENTS

Attachment A – Brugger's Bog Property Area Map

Attachment A – Property Area Map

Brugger's Bog Park and Acquisition Parcel Located at 19827 25th Avenue NE



CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Discussing Ordinance No. 939 - Authorizing a Non-Exclusive Franchise to Zayo Group, LLC to Construct, Maintain, Operate, Replace, and Repair a Telecommunications System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline

DEPARTMENT: City Manager's Office

PRESENTED BY: Christina Arcidy, Management Analyst

ACTION: ☐ Ordinance ☐ Resolution ☐ Motion
 ☒ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

As per Shoreline Municipal Code (SMC) Section 12.25.010, all entities using the City's rights-of-way for operation and maintenance of their facilities are required to have a non-exclusive franchise with the City. The City's current franchise with Zayo Group LLC (Zayo), which was granted originally to AboveNet Communications, Inc. (AboveNet) by Ordinance No. 604, expires on September 9, 2021. The City and Zayo negotiated a renewal franchise agreement, which resulted in proposed Ordinance No. 939 (Attachment A).

This agreement provides for a 10-year franchise allowing Zayo to install, maintain, operate, replace, and repair a telecommunications system over, along, under, and through designated public rights-of-way, with considerations for being allowed to do so. This staff report provides an overview of the proposed franchise and considerations Council must consider by Code in granting this franchise to Zayo.

Tonight, Council is scheduled to discuss proposed Ordinance No. 939. Proposed Ordinance No. 939 is currently scheduled to return to Council for possible action on August 16, 2021.

RESOURCE/FINANCIAL IMPACT:

There is no fiscal impact to adopting proposed Ordinance No. 939. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. Zayo does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010. Zayo does not currently provide services to customers

within the City, therefore Zayo is not subject to the City's utility tax set forth in Chapter 3.32 of the Shoreline Municipal Code.

RECOMMENDATION

No action is required at this time. Staff recommends that Council discuss proposed Ordinance No. 939 and provide staff with feedback. Proposed Ordinance No. 939 is currently scheduled to return to Council for possible action on August 16, 2021.

Approved by: City Manager ***DT*** City Attorney ***MK***

BACKGROUND

Shoreline Municipal Code (SMC) Section 12.25.010 requires all entities using the City's rights-of-way for operation and maintenance of their facilities to have a non-exclusive franchise with the City.

On October 9, 2000, the City Council unanimously granted Metromedia Fiber Network Services (MFNS) a franchise to operate and maintain their fiber telecommunications system in Shoreline. At that time, MFNS was a new entrant to Shoreline, as they were preparing to install their fiber network shortly after franchise approval. This franchise, which was granted by Ordinance No. 249, expired on October 17, 2010.

On June 18, 2003, the City received notification that MFNS was being reorganized after their emergence from Title 11 bankruptcy protection, including a name change to AboveNet Communications, Inc. AboveNet is headquartered in White Plains, New York, and they provide both telecommunications capacity for other service providers to lease (referred to in the industry as "dark fiber"), as well as managed telecommunications and data services for clients. According to AboveNet's Right-of-Way Manager that negotiated the franchise on behalf of AboveNet, their end-users in the Puget Sound region are primarily large firms with high bandwidth needs in the Seattle area. The AboveNet Fiber Optic Telecommunications System has no end-user customers in Shoreline, as their fiber cable runs the length of Aurora Avenue N., underground, as a "pass through." AboveNet's network is described as a "ring" that spans around 250 route miles in the Puget Sound region stretching from Mukilteo in the north to Tacoma in the south, with routes throughout downtown Seattle and around Lake Washington. When the initial franchise under Ordinance No. 249 expired, the City granted AboveNet a franchise renewal. This franchise, which was granted by Ordinance No. 604, expires on September 9, 2021. More information about this previous franchise can be found here: [Adoption of Ordinance No. 604 Granting a Non-Exclusive Franchise to AboveNet Communication, Inc.](#)

In March 2013, AboveNet merged with Zayo Group (Zayo), and Zayo became successor-in-interest to the assets of AboveNet. As such, the City's franchise with AboveNet was transferred to Zayo, which continued to have no end-user customers in Shoreline. At the time of the transfer, Zayo confirmed that it provided no voice, cable, video, residential or end user service. More information about this franchise transfer can be found here: [Adoption of Resolution No. 373 Approving Transfer of Telecommunications Franchise from AboveNet Communications, Inc. to Zayo Group, LLC.](#)

On March 1, 2017, Electric Lightwave, LLC (ELI), a telecommunications company which the City had a non-exclusive franchise with at that time, entered into a purchase agreement with Zayo Group, LLC (Zayo). As a result, Zayo became successor-in-interest to the assets of ELI. The City's franchise with ELI was transferred to Zayo. At the time of the transfer, Zayo confirmed that it provided no voice, cable, video, residential or end user service. More information about this franchise transfer can be

found here: [Adoption of Resolution No. 450 - Approving Transfer of Telecommunications Franchise from Electric Lightwave, LLC to Zayo Group, LLC.](#)

The City's current franchise with Zayo expires on September 9, 2021. Zayo's current franchise with the City can be found here: [Zayo Franchise \(Transferred from AboveNet\).](#)

DISCUSSION

The City and Zayo have negotiated a franchise renewal, which resulted in proposed Ordinance No. 939 (Attachment A). This agreement provides for a 10-year franchise allowing Zayo to install, maintain, operate, replace, and repair their telecommunications system over, along, under, and through City of Shoreline rights-of-way, with considerations for being allowed to do so.

Franchise Terms

The sections of the proposed Zayo franchise are generally similar to the current Zayo franchise. The following information provides an overview of the major sections of the proposed franchise:

- **Section 1, Definitions.** This section provides the definitions of terms used throughout the franchise. There are no new definitions in this section except to replace "AboveNet" with "Zayo."
- **Section 2, Franchise Granted.** This section states that the City is granting Zayo a franchise to use the City's rights-of-way, and the City still controls the right-of-way. The term of the franchise is ten (10) years.
- **Section 3. Nonexclusive Franchise Grant.** The franchise granted is not exclusive.
- **Section 10. Relocation of Facilities.** This section outlines the duties to relocate Zayo's facilities and at whose cost for a public project.
- **Section 12. Undergrounding.** This section notes that Zayo is subject to all the undergrounding requirements in SMC Chapter 13.20 and that they shall install all their facilities underground.
- **Sections 13-19.** These sections outline various conditions for Zayo to complete work, such as notice of entry, permitting requirements, how to conduct emergency work, and safety.
- **Section 20. Administrative Fee and Utility Tax.** This section explains that the City is precluded from imposing franchise fees upon a telephone business, however Zayo will be subject to an administrative fee for reimbursement of costs associated with the preparation, processing, and approval of the franchise. It also states that if Zayo provides services to customers within the City, Zayo shall become subject to the City's utility tax set forth in SMC Chapter 3.32.
- **Section 22. Indemnification.** This section was updated to include language of mutual indemnification except for party's intentional misconduct unless otherwise prohibited in the franchise.
- **Section 23, Insurance.** This section outlines the levels of insurance Zayo must carry through a combination of Commercial General Liability and

Umbrella/Excess Liability insurance to protection against risks in such amounts as are consistent with good utility practice.

- **Section 28. Liquidated Damages.** This section remains unchanged and allows for liquidated damages of \$200.00 per day for material breaches of the franchise, which is consistent with other City-granted franchises.

Franchise Application Considerations

SMC Section 12.25.070 identifies the considerations the City should review when renewing a right-of-way franchise. These considerations include:

1. The applicant's past service record in the city and in other communities.
2. The nature of the proposed facilities and services.
3. The proposed area of service.
4. The proposed rates (if applicable).
5. Whether the proposal would serve the public needs and the overall interests of the city residents.
6. That the applicant has substantially complied with the material terms of the existing franchise.
7. The quality of the applicant's service, response to consumer complaints, and billing practices.
8. That the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the application.
9. The applicant's proposal is reasonable to meet the future community needs and interests, taking into account the cost of meeting such needs and interests.

The following information provides some context and analysis for Council to consider regarding these considerations for franchise adoption.

1. Past Service Record

Zayo has no customers in the City. Staff was unable to find any cities that were unhappy with Zayo's service record.

2. Nature and Location of Facilities and Services

Zayo provides "backbone" fiber with no end users in the City. Zayo has very limited facilities in the City.

3. Proposed Area of Service

Zayo's service area includes the entire City of Shoreline.

4. Serves the Needs and Interests of the City

Zayo's internet backbone serves companies outside of the City of Shoreline, however, they would be unable to provide such a service without the transmission of fiber through the City. While there are no end users in the City, residents may be served by companies and institutions who use Zayo for their internet services.

5. Proposed Rates

Zayo has no customers or end users in the City.

6. Complied with the Material Terms of the Franchise

Zayo has complied with the material terms of their current franchise with the City. Staff from the City Manager's Office, Planning and Community Development, and

Public Works reported that Zayo is responsive to issues that occur in the right-of-way, pay permit fees on time, and are generally good actors in the City. Additionally, the City has never entered into enforcement action nor entered into an alternate dispute resolution process with Zayo.

7. Quality of Service

The City has found no issues with Zayo's quality of service outside the City.

8. Financial, Legal and Technical Ability

Zayo is a large, global telecommunications service provider, which affords them the financial ability to provide the service and facilities to carry out the terms of the franchise.

9. Meets Future Community Needs and Interests

The existence of Zayo fiber in Shoreline could support future economic development in that commercial, health care, or educational institutions would have a fiber solution already partially built out.

Franchise Application Conclusion

Based on this analysis, staff believes Zayo's franchise renewal meets the criteria identified in SMC section 12.25.070 and their franchise should be granted.

RESOURCE/FINANCIAL IMPACT

There is no fiscal impact to adopting proposed Ordinance No. 939. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. Zayo does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010. Zayo does not currently provide services to customers within the City, therefore Zayo is not subject to the City's utility tax set forth in Chapter 3.32 of the Shoreline Municipal Code.

RECOMMENDATION

No action is required at this time. Staff recommends that Council discuss proposed Ordinance No. 939 and provide staff with feedback. Proposed Ordinance No. 939 is currently scheduled to return to Council for possible adoption on August 16, 2021.

ATTACHMENTS

Attachment A: Ordinance No. 939 – Granting a Non-Exclusive Franchise to Zayo to Construct, Maintain, Operate, Replace, and Repair a Telecommunications System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline

ORDINANCE NO. 939

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING ZAYO GROUP, LLC A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR AN UNDERGROUND FIBER OPTIC TELECOMMUNICATIONS SYSTEM, IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON

WHEREAS, the City granted a non-exclusive franchise to AboveNet Communications, Inc. for a period of ten years by City Ordinance No. 604 on August 8, 2011 for the operation of an underground fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, AboveNet transferred their non-exclusive franchise to Zayo Group, LLC (“Zayo”) by City Resolution No. 373 on April 20, 2015; and

WHEREAS, Zayo’s current non-exclusive franchise expires in September of 2021; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, Zayo wishes to maintain their underground fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Shoreline community to renew a non-exclusive franchise to Zayo for the operation of an underground fiber optic telecommunications system within the City Right-of-Way.

Section 1.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Definitions.

The following terms contained herein, unless otherwise indicated, shall be defined as follows:

- 1.1 **City:** The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this Ordinance and any other areas later added thereto by annexation or other means.
- 1.2 **Days:** Calendar days.
- 1.3 **Facilities:** All of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunications Services, including but not limited to

wires, lines, conduits, cables, communication and signal lines and equipment, fiber optic cable, anchors vaults, and all attachments, appurtenances, and appliances necessary or incidental to distribution and use of Telecommunications Services and all other facilities associated with the Telecommunications System located in the Right-of-Way, utilized by Zayo in the operation of activities authorized by this Ordinance. The abandonment by Zayo of any Facilities as defined herein shall not act to remove the same from this definition.

- 1.4 Franchise: This document and any amendments or modifications hereto.
- 1.5 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.6 Person: An entity or natural person.
- 1.7 Public Works Director or Director: The head of the Public Works department of the City, or in the absence thereof, the head of the Planning and Development Services department, or the designee of either of these individuals.
- 1.8 Right-of-Way: As used herein shall refer to the surface of and the space along and below any street, road, highway, freeway, bridge, lane, sidewalk, alley, court, boulevard, sidewalk, parkway, drive, utility easement, and/or road Right-of-Way now or hereafter held or administered by the City of Shoreline.
- 1.9 Telecommunications Service: The transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by and form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this Ordinance, Telecommunications Service excludes wireless communications, over-the-air transmission of broadcast television or broadcast radio signals.
- 1.10 Telecommunications System: The system of conduit, fiber optic cable, and supporting Facilities in the Rights-of-Way associated with Zayo's provision of Telecommunications Services.
Section 2.
- 1.11 Zayo: Zayo Group, LLC, a Delaware limited liability corporation, and its respective successors and assigns.

Franchise Granted.

- 2.1 Pursuant to RCW 35A.47.040 and SMC Chapter 12.25, the City hereby grants to Zayo, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years, beginning on the effective date of this Ordinance. The effective date shall be that date specified in Section 46.
- 2.2 This Franchise shall grant Zayo the right, privilege and authority to locate construct, operate, maintain, replace, acquire, sell, lease, and use a Telecommunications System in

the Right-of-Way as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

Nonexclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in any Right-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Right-of-Way or other public property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement or dedication of the same as the City may deem appropriate.

Franchise Subject to Federal, State and Local Law.

Notwithstanding any provision contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations.

No Rights by Implication.

No rights shall pass to Zayo by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- 5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
- 5.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or
- 5.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

Conveyance of Rights.

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide Zayo with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

No Waiver.

The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable State or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse Zayo from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

Other Ordinances.

Zayo agrees to comply with the terms of any lawful, generally applicable local ordinance, including but not limited to Chapter 12.25 of the Shoreline Municipal Code in effect upon adoption of this Franchise. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that Zayo agrees that it is subject to the lawful exercise of the police power of the City.

Section 8.

Right-of-Way Vacation.

If any Right-of-Way or portion thereof used by Zayo is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by Zayo. Unless the City specifically reserves to Zayo the right to continue the use of vacated Right-of-Way, Zayo shall, without delay or expense to the City, remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Zayo to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by Zayo within thirty (30) days of receipt of an invoice and documentation.

Relocation of Facilities.

- 10.1 ^{Section 10.} Zayo agrees and covenants at no cost to the City, to relocate its Facilities when requested to do so by the City for a public project, provided that, Zayo shall in all such cases have the privilege, upon approval by the City, to temporarily bypass, in the authorized portion of the same Right-of-Way any Facilities required to be relocated.
- 10.2 If the City determines that a public project necessitates the relocation of Zayo's existing Facilities, the City shall:
- 10.2.1 At least sixty (60) days prior to the commencement of such project, provide Zayo with written notice of known Facilities requiring such relocation; and
- 10.2.2 Provide Zayo with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for Zayo's Facilities.
- 10.2.3 After receipt of such notice and such plans and specifications, Zayo shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.
- 10.3 Zayo may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Zayo in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, Zayo shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Zayo as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, Zayo shall relocate its Facilities as directed by the City and in accordance with Section 10.2.3 of this Franchise.

- 10.4 The City will notify Zayo as soon as practical of any facilities that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. Zayo will work with the City to design and complete a relocation to facilitate the completion of the public project with minimum delay.
- 10.5 Failure to complete a relocation requested by the City in accordance with Section 10.2 of this Franchise by the date included in the notice provided for thereby may subject Zayo to liquidated damages as provided in Section 28 of this Franchise.
- 10.6 The provisions of this Section of this Franchise shall in no manner preclude or restrict Zayo from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay a City construction project.

Zayo's Maps and Records.

As a condition of this Franchise, and at its sole expense, Zayo shall provide the City with typical^{Section 11} and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize NAD 83 as the horizontal datum, and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. This information shall be provided no later than one hundred eighty (180) days after the effective date of this Ordinance and shall be updated within ten (10) business days of a reasonable request of the City.

Section 12.

Undergrounding.

This Franchise is subject to the undergrounding requirements in Shoreline Municipal Code (SMC) Section 13.20. Consistent with that Section, Zayo shall install all of its Facilities underground in accordance with relevant road and construction standards. Zayo will also share information^{Section 13} necessary to facilitate joint-trenching and other undergrounding projects, and will otherwise cooperate with the City and other utility providers to serve the objectives of SMC Section 13.20.

Excavation and Notice of Entry.

- 13.1 During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. Zayo shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or State law, including RCW 39.04.180, for the construction of trench safety systems.

- 13.2 Whenever Zayo excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, Zayo shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the proposed and final location of any Facilities in accordance with Section 11 of this Franchise.
- 13.3 At least five (5) days prior to construction of Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way for more than a four (4) hour period, Zayo shall take reasonable steps to inform all apparent owners or occupiers of property within fifty (50) feet of said activities, that a construction project will commence. The notice shall include, at a minimum, the dates and nature of the project and a toll-free or local telephone number that the resident may call for further information. A pre-printed door hanger may be used to satisfy Zayo's obligations under this Section of this Franchise.
- 13.4 At least twenty-four (24) hours prior to entering Right-of-Way within ten (10) feet of private property to construct Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way, Zayo shall post a written notice describing the nature and location of the work to be performed adjacent to the affected private property as well as the information listed in Section 13.3 of this Franchise. Zayo shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that protrude above the prior ground surface level, if any, consistent with sound engineering practices.

Section 14.

Stop Work.

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

- 14.1 Be in writing;
- 14.2 Be given to the Person doing the work and be posted on the work site;
- 14.3 Be sent to Zayo by overnight delivery at the address given herein;
Section 15.
- 14.4 Indicate the nature of the alleged violation or unsafe condition; and
- 14.5 Establish conditions under which work may be resumed.

Emergency Work, Permit Waiver.

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if Zayo's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, Zayo shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and

obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve Zayo from later obtaining any necessary permits for the emergency work. Zayo shall apply for the required permits not later than the next business day following the emergency work.

Recovery of Costs.

Zayo shall be subject to all permit fees associated with activities undertaken pursuant to this Franchise or other ordinances of the City. If the City incurs any costs and/or expenses for review, inspection or supervision of activities undertaken pursuant to this Franchise or any ordinances relating to a subject for which a permit fee is not established, Zayo shall pay the City's reasonable costs and reasonable expenses. In addition, Zayo shall promptly reimburse the City for any costs the City reasonably incurs in responding to any emergency involving Zayo's Facilities. If the emergency involves the facilities of other utilities operating in the Right-of-Way, then the City will allocate costs among parties involved in good faith. Said costs and expenses shall be paid by Zayo after submittal by the City of an itemized billing by project of such costs.

Dangerous Conditions, Authority for City to Abate.

- 17.1 ~~Whenever~~ installation, maintenance or excavation of Facilities authorized by this Franchise causes or contributes to a condition that appears to substantially impair the lateral support of the adjoining Right-of-Way, public or private property, or endangers any person, the City may direct Zayo, at Zayo's expense, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.
- 17.2 In the event Zayo fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and Zayo shall reimburse the City for all costs incurred.

Safety.

- 18.1 Zayo, in accordance with applicable federal, State, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.
- 18.2 All of Zayo's Facilities in the Right-of-Way shall be constructed and maintained in a safe and operational condition, in accordance with applicable federal, State, and local safety rules and regulations.
- 18.3 The City reserves the right to ensure that Zayo's Facilities are constructed and maintained in a safe condition. If a violation of any applicable safety regulation is found to exist, the City will notify Zayo in writing of said violation and establish a reasonable time for Zayo to take the necessary action to correct the violation. If the correction is not made within

the established time frame, the City, or its authorized agent, may make the correction. Zayo shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

Authorized Activities.

This Franchise is solely for the location, construction, installation, ownership, operation, replacement, repair, maintenance, acquisition, sale, lease, and use of the Telecommunications System and associated Facilities for providing Wholesale and Retail Telecommunications Services. Zayo shall obtain a separate franchise for any operations or services other than these authorized activities.

Administrative Fee and Utility Tax.

- 20.1 Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. Zayo does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.
- 20.2 Zayo shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.
- 20.3 If Zayo provides services to customers within the City, Zayo shall become subject to the City's utility tax set forth in Chapter 3.32 of the Shoreline Municipal Code.
- 20.4 If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Indefeasible Rights of Use.

- 21.1 An Indefeasible Right of Use ("IRU") is an interest in Zayo's Facilities which gives Zayo's customer the right to use certain Facilities for the purpose of providing Telecommunication Services; an IRU does not provide the customer with any right to control the Facilities, or any right of physical access to the Facilities to locate, construct, replace, repair or maintain the Facilities, or any right to perform work within the Right-of-Way.
- 21.2 A lease or grant of an IRU regarding Zayo's Facilities shall not require that the holder of the lease or IRU to obtain its own franchise or pay any fee to the City, PROVIDED THAT, under such lease or grant of an IRU, Zayo: (i) retains exclusive control over such Telecommunications System and Facilities, (ii) remains responsible for the location, relocation, construction, replacement, repair and maintenance of the Telecommunications and Facilities pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed by this Franchise.

Indemnification.

- 22.1 Zayo agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Zayo's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, ^{Section 22} operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give Zayo timely written notice of its obligation to indemnify the City. Zayo shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Zayo.
- 22.2 In the event Zayo refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Zayo's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Zayo, then Zayo shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Zayo and the City, its officers, employees and agents, Zayo's liability hereunder shall be only to the extent of Zayo's negligence. It is further specifically and expressly understood that the indemnification provided in Section 22 of this Franchise constitutes Zayo's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

- 22.3 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT (INCLUDING EMPLOYEE CONDUCT), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY.

Insurance.

- 23.1 Zayo shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to

Zayo, its agents or employees. Zayo shall provide to the City an insurance certificate naming the City as additional insured, for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Franchise, and such insurance shall evidence:

- 23.1.1 Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than \$1,000,000 Combined Single Limit per accident for bodily injury and property damage; and
- 23.1.2 Commercial General Liability insurance policy, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include blanket contractual liability and employer's liability.
- 23.2 Payment of deductible or self-insured retention shall be the sole responsibility of Zayo.
- 23.3 The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Zayo's insurance shall be primary insurance for the City. Any insurance maintained by the City shall be excess of Zayo's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

Section 24.

Abandonment of Zayo's Facilities.

No portion of the Facilities laid, installed, or constructed in the Right-of-Way by Zayo may be abandoned by Zayo without the express written consent of the City. Any plan for abandonment or removal of Zayo's Facilities must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

Section 25.

Restoration After Construction.

- 25.1 Zayo shall, after any abandonment approved under Section 24 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, restore the Right-of-Way to a same or better condition then it was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair pursuant to City standards. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Zayo agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.
- 25.2 If it is determined that Zayo has failed to restore the Right-of-Way in accordance with this Section of this Franchise, the City shall provide Zayo with written notice including a description of actions the City believes necessary to restore the Right-of-Way. If the Right-of-Way is not restored in accordance with the City's notice within fifteen (15) Days

of that notice, the City, or its authorized agent, may restore the Right-of-Way. Zayo is responsible for all reasonable costs and expenses incurred by the City in restoring the Right-of-Way in accordance with this Section of this Franchise. The rights granted to the City under this paragraph shall be in addition to those otherwise provided herein.

Bond or Letter of Credit.

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, Zayo shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution authorized to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works as sufficient to ensure performance of Zayo's obligations under this Franchise. The bond shall be conditioned so that Zayo shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City. Zayo may meet the obligations of this Section of this Franchise with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, Zayo shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

Section 27.

Recourse Against Bonds and Other Security.

So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of Zayo's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 17 of this Franchise, to correct Franchise violations not corrected by Zayo after notice, and to compensate the City for monetary remedies or damages reasonably assessed against Zayo due to material default or violations of the requirements of City ordinances.

- 27.1 In the event Zayo has been declared to be in default of a material provision of this Franchise by the City and if Zayo fails, within thirty (30) days of mailing of the City's default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify Zayo in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.
- 27.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, Zayo shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this Ordinance.
- 27.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

Liquidated Damages.

28.1 The City and Zayo recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Zayo's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Zayo agree that Zayo shall pay to the City, the sum set forth below for each day or part thereof that Zayo shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Zayo's breach of such provisions of this Franchise.

28.1.1 Subject to the provision of written notice to Zayo and a thirty (30) day right to cure period, the City may assess against Zayo liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breaches of the Franchise.

28.1.2 The City shall provide Zayo a reasonable extension of the thirty (30) day right to cure period described in Section 28.1.1 of this Franchise if Zayo has commenced work on curing the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

28.1.3 If liquidated damages are assessed by the City, Zayo shall pay any liquidated damages within forty-five (45) days after they are assessed.

28.1.4 In the event Zayo fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies Zayo that there has been a violation.

28.2 The recovery of amounts under Section 28.1.1 of this Franchise shall not be construed as a limit on the liability of Zayo under the Franchise or an excuse of unfaithful performance of any obligation of Zayo. Similarly, the imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

Remedies to Enforce Compliance.

In addition to any other remedy provided herein, the City and Zayo each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

Section 31.

Modification.

The City and Zayo hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment.

Force Majeure.

This Franchise shall not be revoked due to any violation or breach that occurs without fault of Zayo or occurs as a result of circumstances beyond Zayo's reasonable control.

City Ordinances and Regulations.

Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any fiber optic cable or of other Facilities by Zayo. Zayo shall promptly conform to all such regulations, unless compliance would cause Zayo to violate other requirements of law.

Acceptance/Liaison.

Zayo's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. Zayo shall notify the City of any change in the identity of its liaison. Zayo shall accept this Franchise in the manner hereinafter provided in Section 43 of this Franchise.

Survival.

All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 13, Excavation And Notice Of Entry; 17, Dangerous Conditions; 22, Indemnification; 24, Abandonment of Zayo's Facilities; and 25, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities Zayo may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Zayo and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

Severability.

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

WUTC Tariff Filings, Notice Thereof.

If Zayo intends to file, pursuant to Chapter 80.28 RCW, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, Zayo shall provide the City with fourteen (14) days written notice.

Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

Assignment.

This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by Zayo shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by Zayo if said transfer is not approved by the City.

38.1 The City shall receive notice and approve any proposed change in control of Zayo or assignment of this Franchise to a subsidiary or affiliate of Zayo, which causes a change in control of the Franchisee. The City shall be notified but need not approve changes or assignments that do not result in a change in control of the Franchisee. Neither approval nor notification shall be required for mortgaging purposes.

38.2 A change in control shall be deemed to occur if there is an actual change in control or where ownership of fifty percent (50%) or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as used herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised or changes in business form that act to materially reduce the resources available to Zayo to perform its obligations under the Franchise granted herein.

38.3 A lease or grant of an Indefeasible Right of Use ("IRU") in the Telecommunications System, the associated Facilities, or any portion thereof, to another Person, or an offer or provision of capacity or bandwidth from the Telecommunications System or associated Facilities shall not be considered an assignment for purposes of this Section of this Franchise, PROVIDED THAT, under such lease, IRU, or offer, Zayo: (i) retains exclusive control over the Telecommunications System, (ii) remains responsible for the location, construction, replacement, repair and maintenance of the Telecommunications System pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed hereunder.

Alternate Dispute Resolution.

If the City and Zayo are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in King County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Venue.

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Notice.

Section 41.

Any notice or information required or permitted to be given to the City or to Zayo under this Franchise may be sent to the following addresses unless otherwise specified:

Zayo Group, LLC
Section 41.1805 29th Street, Suite 250
Boulder, CO 80301
Attn: General Counsel

City of Shoreline
City Manager
17500 Midvale Avenue N
Shoreline, WA 98133

With a Copy to:

Zayo Group, LLC
Attn: Director, Underlying Rights – West
Region
1821 30th St., Unit A
Boulder, CO 80301

Emergencies:

Network Operations Center & Repair
Phone: (888) 404 9296
E-mail: zayoncc@zayo.com

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof.

Directions to City Clerk.

The City Clerk is hereby directed to publish a summary of this Ordinance and forward certified copies of this Ordinance to Zayo. Zayo shall have thirty (30) days from receipt of the certified copy of this Ordinance to execute the “Acceptance Agreement,” a copy of the Acceptance Agreement will be appended to this Ordinance by the City Clerk. If Zayo fails to accept this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Corrections by City Clerk or Code Reviser.

Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, which shall be limited to the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Publication Costs.

Zayo shall reimburse the City for the cost of publishing this Franchise Ordinance within thirty (30) Days of receipt of the City’s invoice.

Effective Date.

This Ordinance shall take effect and be in full force upon receipt of Zayo’s acceptance by the City Clerk as provided in Section 43.

Section 46.

PASSED BY THE CITY COUNCIL ON AUGUST 16, 2021.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Date of Publication: _____, 2021
Effective Date: _____, 2021

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Discussion of Resolution No.482 - Amending the Employee Handbook
DEPARTMENT: Human Resources
PRESENTED BY: Don Moritz, Human Resources Director
ACTION: ☐ Ordinance ☐ Resolution ☐ Motion
 ☒ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

The Employee Handbook ("Handbook") contains the City's personnel policies and practices. It was first adopted in 1996 by Council Resolution No. 104 and is periodically updated as laws or policies change. In 2017, the Handbook received a comprehensive review and update. Since then, specific policies have been incorporated into the Handbook through additional updates, the most recent update occurred on November 1, 2020.

Proposed Resolution No. 482 (Attachment A) would provide for the following updates to the Employee Handbook:

- 1) "Housekeeping" changes to language, formatting, and structure, including clarifications of existing policies to make them more easily understandable to employees and to ensure their consistent application;
- 2) Clarification in the recruitment and selection section to note that a hiring manager can use candidate lists from recent recruitments if the previous recruitment was for the same classification;
- 3) Inclusion of Juneteenth (June 19th) as an officially recognized City paid holiday;
- 4) Modification of select practices to be consistent between the represented and non-represented policies. These include:
 - a) The addition of the two earned vacation days to the vacation accrual table, which is earned after achieving 20 years of service with the City;
 - b) modification of paid rest period from 10 minutes to 15 minutes;
 - c) clarification that overtime is charged in 15-minute increments (current handbook does not reference increments that overtime is paid);
 - d) the addition of 12-hour shift differential premium of \$3.00 per hour;
 - e) the addition of the alternative night shift premium of \$3.00 per hour;

- 5) The expansion of the Inclement Weather and Natural Disaster policy provisions to include other unplanned events that can result in the closure of City facilities and services;
- 6) The addition of a “cap” or “ceiling” on the number of accrued vacation hours an employee can donate to another employee;
- 7) Revision of the education and training section to emphasize the City’s support of both academic and non-academic learning opportunities for employees; and
- 8) Clarification that an employee may use other earned leave accruals (vacation, personal days, management days) as an extension of sick leave, after an employee has exhausted their own sick leave accruals.

A summary of changes is provided as Attachment B for Council’s review. Tonight, Council is scheduled to discuss proposed Resolution No. 482. This proposed Resolution is currently scheduled to be brought back to Council for potential adoption on August 16, 2021.

FINANCIAL IMPACT:

Two Additional Vacation Days: The addition of two vacation days earned after 20 years of service primarily impacts productivity. This benefit was already granted to represented employees. Currently, there are 15 non-represented employees who would be eligible for the additional accruals. Loss productivity for these individuals equates to 240 hours in a year. It is anticipated that an additional 1 -2 employees will qualify to earn these additional vacation day accruals each year.

Juneteenth Holiday: The addition of June 19th as a recognized paid holiday would equate to a loss productivity of 1,524 hours, based on our current employee FTE count, plus marginal additional overtime if an employee is required to report to work because of a need to respond to an urgent issue.

Expansion of break time from 10 – 15 minutes: Similar to above, increasing the rest period for employees from 10 – 15 minutes results in loss productivity. This cost is primarily associated with non-exempt, non-represented, hourly employees, as the increased break time has already been granted to represented employees. Expansion of break time to non-represented staff: 78 non-represented hourly employees (78 x 10 (two additional 5 minute breaks) = 780 minutes per day) x 260 days = 2600 hours of lost productivity by the 78 hourly non-represented employees who will have break time expanded by 5 minutes.

12-hour Shift Differential of \$3.00 per hour: Applying the \$3.00 shift differential to non-represented employees would be negligible. Our most recent snow event where the 12-hour shift was activated had two (2) non-represented employees assigned to 12-hour shifts. The cost impact for these individuals would have been \$37.50 each per shift.

Alternative Night Shift Premium of \$3.00 per hour: Few non-represented staff are utilized for this purpose. Cost estimate for this is minimal.

Remote Call Back of 15 minutes per incident: In the past 12 months, only one hour was attributed to responding to an urgent issue remotely. Cost estimate for this is minimal.

In summary, the primary costs associated with the proposed policy changes are those that impact productivity.

RECOMMENDATION

No action is required at this time, as this item is for discussion purposes only. Staff recommends that Council adopt Resolution No. 482 to update the Employee Handbook when this item is brought back to Council for potential action on August 16, 2021.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The Employee Handbook ("Handbook") contains the City's personnel policies and practices. It was first adopted in 1996 by Council Resolution No. 104 and is periodically updated as laws or policies change. In 2017, the handbook received a comprehensive review and update. Since then, specific policies have been incorporated into the Handbook through additional updates. The Handbook was most recently updated November 1, 2020.

DISCUSSION

Proposed Resolution No. 482 (Attachment A) would provide for the following updates to the Employee Handbook:

- 1) "Housekeeping" changes to language, formatting, and structure, including clarifications of existing policies to make them more easily understandable to employees and to ensure their consistent application;
- 2) Clarification in the recruitment and selection section to note that a hiring manager can use candidate lists from recent recruitments if the previous recruitment was for the same classification;
- 3) Inclusion of Juneteenth (June 19th) as an officially recognized City holiday;
- 4) Modification of select practices to be consistent between the represented and non-represented policies. These include:
 - a) The addition of the two earned vacation days to the vacation accrual table, which is earned after achieving 20 years of service with the City;
 - b) modification of paid rest period from 10 minutes to 15 minutes;
 - c) clarification that overtime is charged in 15-minute increments (current handbook does not reference increments that overtime is paid);
 - d) the addition of 12-hour shift differential premium of \$3.00 per hour;
 - e) the addition of the alternative night shift premium of \$3.00 per hour;
- 5) The expansion of the Inclement Weather and Natural Disaster policy provisions to include other unplanned events that can result in the closure of City facilities and services;
- 6) The addition of a "cap" or "ceiling" on the number of accrued vacation hours an employee can donate to another employee;
- 7) Revision of the education and training section to emphasize the City's support of both academic and non-academic learning opportunities for employees; and
- 8) Clarification that an employee may use other earned leave accruals (vacation, personal days, management days) as an extension of sick leave, after an employee has exhausted their own sick leave accruals.

A redlined version of the proposed changes to the Employee Handbook can be found as Attachment A, Exhibit A. A summary of changes is provided as Attachment B and a clean copy can be found as Attachment C.

The following sections of the Employee Handbook are being proposed for substantive amendments:

III. Definitions

Four subjects were either edited or added in the definitions section. These include:

Fit for Duty – Clarification that fitness for duty includes not being under the influence of nor impaired by alcohol, marijuana, certain prescription medications, illegal substances, or other drugs and medications that impact one's physical or mental capacity.

Flex Time – Provides flexibility for an employee, with supervisor approval, to flex their workday schedule to accommodate personal needs.

Remote Work – Defines the new concept of ongoing remote work.

IV. Employment Policies: Section A.1. External and Internal Recruitment

This section has been modified to note that hiring managers may access and utilize the candidate pool from recent recruitments when hiring for the same classification.

V. General Working Conditions and Personnel Administration

Section A. Working Hours – Allows an employee to occasionally flex their time and adjust their regular work schedule to facilitate dental, doctor and similar appointments that fall on their workday.

Section B. Lunch and Rest Breaks – Modifies amount of time allocated for breaks from 10 minutes to 15 minutes.

Section C. Overtime – Clarifies that overtime is recorded in 15-minute increments and that employees that have been authorized to flex their schedule do not incur overtime for hours worked beyond their normally scheduled shift.

Section D. Standby – Clarifies that an employee must remain Fit for Duty for their entire scheduled time on standby duty.

Section E. Callback – 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.

Section G.2. Twelve Hour Shift Differential – Employees assigned to the night shift 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.

Section G.2.4 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, would 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 are not eligible for Alternative Night Shift Premium.

Section H. Inclement Weather and Natural Disaster – Adds language to acknowledge other unplanned events which could occur that results in the closure of City Hall.

VI. Benefits

Section E. Vacation Accrual Table – Modifies the vacation accrual table to be consistent with the collective bargaining agreement by adding two earned vacation days after completing 20 years of service.

Section G. Addition of Juneteenth as an observed holiday – See comments in the section below regarding Juneteenth.

Section H.4. Other Accrued Leave as an Extension of Sick Leave – Codifies an existing practice that allows an employee to use other earned accrued leave as an extension and supplement to sick leave.

Addition of Juneteenth as City Paid Holiday – Council had previously requested staff to provide information about the potential of adding Juneteenth as a City observed paid holiday. This policy question had previously been discussed by the Council, most recently at the Council Strategic Planning Workshop held in March of 2021. Council took no action on the subject at that time and was awaiting a decision from the State legislature on proposed legislation to adopt Juneteenth as a State recognized holiday. With the addition of Juneteenth as a recognized holiday by the State of Washington, staff has included this subject for Council's consideration. If approved, this would add an eleventh paid holiday for benefits eligible employees. Additional information about this policy question, as presented by Staff at the Council Strategic Planning Workshop, can be found as Attachment D.

Resolution No. 482 Effective Date

Proposed Resolution No. 482 includes an effective date of September 1, 2021. Staff recommends delaying the effective date of this Resolution to allow sufficient time to communicate the Handbook changes to employees throughout the organization. Given that the more substantive changes to the Handbook involve changes to employee leave benefits (supplemental paid family and medical leave), staff believes it is important that employees fully understand these changes as well as the impact of these changes, so that they may plan accordingly.

FINANCIAL IMPACT

Two Additional Vacation Days: The addition of two vacation days earned after 20 years of service primarily impacts productivity. This benefit was already granted to represented employees. Currently, there are 15 non-represented employees who would be eligible for the additional accruals. Loss productivity for these individuals equates to 240 hours in a year. It is anticipated that an additional 1 -2 employees will qualify to earn these additional vacation day accruals each year.

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In summary, the primary costs associated with the proposed policy changes are those that impact productivity.

RECOMMENDATION

No action is required at this time, as this item is for discussion purposes only. Staff recommends that Council adopt Resolution No. 482 to update the Employee Handbook when this item is brought back to Council for action on August 16, 2021.

ATTACHMENTS

Attachment A: Proposed Resolution No. 482

Attachment A: Exhibit A - Updated Employee Handbook Redline Version

Attachment B: Summary of Proposed Employee Handbook Changes

Attachment C: Updated Employee Handbook Proposed Changes Accepted

Attachment D: Juneteenth White Paper from 2021 Council Strategic Planning
Workshop

RESOLUTION NO. 482

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON,
ADOPTING REVISIONS TO PERSONNEL POLICIES AND
PRACTICES SET FORTH IN THE EMPLOYEE HANDBOOK,
ESTABLISHING AN EFFECTIVE DATE OF SEPTEMBER 1, 2021.**

WHEREAS, the City Council has provided for benefits and working conditions in the Employee Handbook which sets forth the City's personnel policies and practices; and

WHEREAS, the Employee Handbook was last updated in October 2020, with the adoption of Resolution No. 463; and

WHEREAS, the Human Resource Department reviewed the Employee Handbook and identified certain housekeeping amendments to reflect current practices and/or provide clarity as well as to improve readability, comprehension, and consistency in policies and practices applied to represented and non-represented employees; and

WHEREAS, the COVID-19 Pandemic required many employees to work remotely from their homes and continuing to allow this alternative under certain terms benefits both the employee and the City by allowing a better work-life balance without a loss in productivity; and

WHEREAS, during the 2021 regular session of the Washington State Legislature, RCW 1.16.050 was amended making June 19, "Juneteenth," a state legal holiday effective July 25, 2021, requiring addition to the City's observed holidays;

WHEREAS, on August 2, 2021, the City Council discussed the proposed revisions to the Employee Handbook and have given full consideration to the proposed revisions;

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

Section 1. Employee Handbook Revision. The Employee Handbook is revised as set forth in Exhibit A to this Resolution.

Section 2. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering and references.

Section 3. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this Resolution or its application to any person or situation be found

unconstitutional or invalid for any reason by any court of competent, such decision shall not affect the validity of the remaining portions of this Resolution or its application to any person or situation.

Section 4. Effective Date. This Resolution shall be in full force on September 1, 2021.

ADOPTED BY THE CITY COUNCIL ON AUGUST 16, 2021.

Will Hall, Mayor

ATTEST:

Jessica Simulcik Smith, City Clerk



EMPLOYEE HANDBOOK

Last updated: [40/12/209/1/21](#)
Council Resolution No. [48262](#)

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I. INTRODUCTION

The Handbook is prepared so that employees will better understand how the City operates and what is expected of employees. It is a summary of the City's personnel policies and practices and is intended as a general guide to how the organization functions. We want to create a work environment that allows individuals to maximize their contribution to the organization and results in personal satisfaction. We believe that when consistent personnel policies are known and communicated to all, the chances are increased for greater job satisfaction.

While the City hopes that the employment relationship will be positive, things do not always work out as planned. Either party may decide to terminate the employment relationship. No supervisor, manager or representative of the City, other than the City Manager, has the authority to enter into any agreement with an individual for employment for any specified period or to make any promises or commitments contrary to the contents of this handbook. This handbook is not intended as a contract, express or implied, or as a guarantee of employment for any specific duration. As the need arises, the City may from time to time modify these policies. The City also reserves the right, at its sole discretion, to depart from the guidelines outlined in this handbook, in order to meet the business needs of the City. If an employee of the City, has any questions about any of the City's policies, they should direct those questions to their supervisor or the Human Resources Department.

II. APPLICABILITY AND AUTHORITY

A. Applicability

This Handbook is applicable to all employees except the City Manager who serves at the discretion of the City Council and except where specifically stated otherwise.

B. At-Will

At-will positions include specific senior management positions designated by the City Manager; temporary, extra help and limited term positions; and regular employees who have not yet completed the orientation period. No provisions of this Handbook shall change at-will status.

C. Local, State, Federal Law or Collective Bargaining Agreement

In cases where these policies conflict with local, state, federal law, or a collective bargaining agreement, the provisions of local, state, federal law, or collective bargaining agreement will govern. If any provision of these policies or their application to any person or circumstance is held invalid, the remainder of the policies will not be affected.

D. Authority

Authority to take personnel actions is vested in the City Manager. This authority shall include but not be limited to hiring, promoting, demoting, evaluating, reclassifying and terminating employees. Authority for personnel actions is frequently delegated to Department Directors and immediate supervisors; however, all such actions must be coordinated through Human Resources.

III. DEFINITIONS

A. Accrued Leave

Leave accruals earned but not yet taken including: sick leave, vacation leave, comp time, management leave, or personal days.

B. Alternative Work Schedule

A work schedule which is different from the standard 8:00 a.m.– 5:00 p.m. Monday to Friday schedule.

C. Anniversary Date

The date used for the purpose of calculating leave benefits and length of service. Usually the anniversary date is the date the employee began work for the City, but adjustments to the anniversary date shall be made proportionate to any unpaid time off.

D. Break in Service

The period between the date an employee separates from employment with the City and the date the employee is rehired.

E. Callback

All time worked in excess of a scheduled shift, which is not an extension of that shift, and is unanticipated, unforeseen, and not a regular function of the employee's work schedule.

F. City

The City of Shoreline, Washington.

G. City Manager

The individual appointed by the City Council to serve in this capacity or their designee.

H. Core Hours

Those hours during which City offices are open to the public and during which staffing is available to provide service to our customers. Core hours for the City are 8:00 a.m. to 5:00 p.m. Monday through Friday. Individual departments may established different core hours for purposes of performing their operations with City Manager approval.

I. Demotion

Any case where a regular employee moves to an ongoing regular position in a classification in a lower salary range, except for such movement resulting from a compensation study or salary survey.

J. De Facto Parent

A person who has had their parental rights and responsibilities determined by a court as to a child for whom they are not the legal parent, whether biological, adoptive or otherwise.

K. Department Director

An individual appointed by the City Manager to serve as Assistant City Manager, Administrative Services Director, City Attorney, Human Resources and Organizational Development Director, ~~Parks, Recreation, and Cultural~~ and

Community Services Director, Planning and Community Development Director, or Public Works Director, or designee.

L. Domestic Partner

The individual named in a current, valid Affidavit of Marriage/Domestic Partnership on file with the City's Human Resources Department. The Partnership may be of the same or opposite sex and must satisfy the following criteria:

- Partners shall not be part of another Domestic Partnership or marriage,
- Partners shall be mentally competent, 18 years of age or older, not related by blood closer than permitted for marriage under RCW 26.04.020.1a and .2.
- Partners share a regular and permanent residence and living expenses.

M. Drugs

Includes any substance which is controlled in its distribution by federal or state law, including but not limited to, narcotics, depressants, stimulants, hallucinogens, cocaine and cannabis. This does not include prescription and over-the-counter medication used according to prescription or consistent with standard dosage.

N. Employment Status Definitions

1. Regular Full Time

A regular position established by the City budget that is expected to be ongoing and to work a 40-hour week.

2. Regular Part Time

A regular position established by the City budget that is expected to be ongoing and to work at least 20 but less than 40 hours per week.

3. Limited Term

A position that has a specific end date, works 20 or more hours a week and is not Extra Help. The maximum term is limited to three years.

4. Extra Help

A position that is employed in activities related to seasonal programs, variable intermittent workloads, short duration, or ongoing work of less than 20 hours a week, further defined below.

a) Seasonal

Work that is seasonal beginning approximately the same season of each calendar year, customarily less than six months in duration.

Maximum Hours:

- 1,040 hours a year with no limit on weekly hours if all work is seasonal.
- If some of the work is not seasonal then all hours worked count toward a maximum average of 29 per week in the first 3 months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

b) Variable-hour

Work that is not seasonal but is intermittent and/or hours that are unpredictable from week to week.

Maximum Hours:

- 1,040 a year and
- ~~An~~ average of 29 per week during the first three (3) months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

c) Less than 20 Hours Ongoing

Work that is ongoing and consistent with few hours but regularly scheduled each week.

Maximum Hours:

- 1,040 a year and
- ~~An~~ average of less than 20 hours per week during the first three (3) months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

O. ESD

Washington State Employment Security Department

P. Exempt Employee

An employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) as defined by that Act or applicable state law and designated as such by the City Manager. Exempt positions are so indicated on the salary table adopted by the City Council and often referred to as salaried employees.

Q. Fit for duty

Physically and mentally capable of safely performing the essential functions of the job, this includes not being under the influence of nor impaired by alcohol, marijuana, certain prescription medications, illegal substances, or other drugs and medications that impact one's physical or mental capacity.

R. Flex Schedule

A work schedule that permits flexible starting and quitting times or other alternative work schedules within limits set by the respective Department Director.

S. Flex Time

Adjusting one's work day schedule on a specific occasion, but making up that time either by coming into work early or staying late the same day or on another day during that same work week so that they may take care of personal needs.

S-T. FMLA

Family and Medical Leave Act enacted by the U.S. Federal Government.

T-U. FMLA Covered Family Member

An employee may use FMLA to care for the following family members: employee's child, parent, or spouse. An employee may also use FMLA to care for next of kin who has a serious health condition as a result of military service.

U-V. Furlough

A temporary reduction of work hours due to a lack of work, shortage of funding, or for other business reasons.

V-W. Immediate Family

Unless defined otherwise in these policies, immediate family is:

- A spouse or domestic partner,
- A child, parent or sibling of the employee, or
- A child, parent or sibling of the employee's spouse or domestic partner.

Note: Child includes adopted, biological, foster, grand, step, child of a legal guardian or a person standing in loco parentis or a de facto parent, regardless of age or dependency status. Parent includes adoptive, biological, foster, grand, step and a person who was a legal guardian or stood in loco parentis or was a de facto parent. Sibling includes adopted, biological, foster, or step.

In appropriate circumstances, an employee may believe that another individual should be considered a member of the immediate family for the purpose of applying these policies. The employee shall make a written request explaining to Human Resources why the employee believes that this individual should be considered a member of the immediate family. If Human Resources concurs, they shall forward a recommendation to the City Manager for approval. The City Manager shall decide to approve or deny the request. If the definition of immediate family is different in certain approved benefit plans or policies, the provisions of those plans or policies will govern.

W-X. Insubordination

Expressed hostility or contempt for an employee's supervisor or willful disregard of a supervisor's reasonable directive.

X-Y. Intern

A position that is a form of on-the-job training that may be either voluntary or on paid status.

Y.Z. In Loco Parentis

A person who acts in the place of a parent with legal responsibility to take on some of the functions and responsibilities of a parent.

Z-AA. Non-Exempt Employee

An employee covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, often referred to an hourly employee.

AA-BB. Base Pay Rate

Pay for scheduled hours of work at 1.0 (one) times the hourly rate of pay.

BB-CC. PFML

Paid Family and Medical Leave enacted by and administered through the State of Washington.

CC-DD. PFML Benefit Payment

Weekly wage replacement benefit paid an employee who is enrolled in and receiving leave benefits through the State of Washington Paid Family and Medical Leave (PFML).

DD-EE. PFML Covered Family Member

An employee may utilize Paid Family and Medical Leave to care for the following family members: employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, sons and daughters-in-law, and the employee's spouse or domestic partner.

EE-FF. PFML Qualifying Period

A qualifying period is the first four of the last five completed calendar quarters or, if that does not get the employee to the required 820 hours, the last four completed calendar quarters immediately preceding the application for leave.

FF-GG. Promotion

Any case where a regular employee moves to a different classification on an ongoing basis in a higher salary range, with the exception of such movement resulting from a compensation study or salary survey.

HH. Remote Work

[A discretionary, management approved alternative work arrangement in which an employee spends some portion of their regular work schedule working from an alternative work location.](#)

GG-II. Separation from Service

Any case where employment ends through death, retirement, resignation, layoff or other reason that results in a termination of employment.

HH-JJ. Standby

Specific assignment of an employee during off-hours to be available to come to work if needed. Standby is not considered as time worked.

II-KK. Step Increase Date

The date that is used for the purpose of step increase. Usually the step increase date is the date the employee began work in their current position, but adjustments shall be made proportionate to any unpaid time off.

JJ-LL. Supplemental Benefit

The use of accrued leave or Supplemental Paid Medical and Family Leave to cover the difference (gap) between the partial wage replacement payment provided through Washington State Paid Family and Medical Leave and an employee's regular full pay check.

KK-MM. Time in Paid Status

The period of hours during a pay cycle for which an employee receives compensation including hours worked, vacation, sick, holiday, management, personal or other paid leaves.

LL-NN. Transfer

Any case where a regular employee moves to a different classification on an ongoing basis in the same salary range as the classification they are moving from.

MM-OO. Waiting Period

The time period between when one is approved for Paid Family and Medical Leave benefits and when one receives their first wage replacement check

NN-PP. Work Location

Work locations are the places employees work. The locations include city-owned buildings, adjacent structures and parking lots, and grounds. Current work locations include:

City Hall: 17500 Midvale Avenue North

Hamlin Park Maintenance Yard Facility: 16006 15th Avenue N-E-

Linden Maintenance Facility: 17505 Linden Avenue N

North Maintenance Facility: 19547 25th Avenue NE

Richmond Highlands Recreation Center: 16544 Fremont Avenue N

Ronald Wastewater Facility: 17505 Linden Avenue N

Spartan Recreation Center: 202 NE 185th Street

OO-QQ. Work Week

A fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The standard workweek for employees consists of the period from 12:01 a.m. Sunday to 12:00 midnight the following Saturday. Other regular work weeks may be established, but where a different work week is required, the City Manager will define an appropriate work week and communicate that to the employees.

PP-RR. Y-Rating

The continuation of a regular employee's salary above the highest step of a salary range when a classification is reassigned to a lower salary range as a result of a market survey or other factors.

IV. EMPLOYMENT POLICIES

A. Recruitment and Selection

1. External and Internal Recruitment

Job Posting and Application: Open positions will be posted on the City's website page with links to the application process. The opening will be posted for a minimum of five (5) working days. To ensure internal employees are aware of an open position, Human Resources will announce openings through email. Hiring managers may use an existing applicant pool, from a recruitment that occurred no more than six (6) months prior, unless otherwise approved by the City Manager, to identify and interview candidates to fill a vacant position in a same job classification

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Selecting Candidates for an Interview: The hiring manager will review the applications and identify candidates that will proceed to an interview. Additionally, all regular employees who applied will be granted an interview if they possess the experience, training, and other qualifications listed in the job announcement.

Selecting the Best Candidate: The City's policy is to hire the best candidate for any job vacancy. The best candidate is an applicant who meets the qualifications for the position and has the strongest match between their knowledge, skills and abilities and the work responsibilities of a position. The best candidate will be determined based upon a review of application materials, the results of tests and/or background checks required by positions, an evaluation of responses to interview questions, and favorable references.

2. Internal Recruitment Only

The Department Director, after consultation with the Director of Human Resources, will determine if an opening will be available internally only. All employees who are currently working for the City would be considered internal applicants.

Job Posting and Application: Human Resources will announce openings through email, directing interested employees to apply through the City's web page with links to the application process. The opening will be posted for a minimum of five working days.

Selecting Candidates for an Interview: The hiring manager will review the applications and identify candidates that will proceed to an interview. All regular employees who applied will be granted an interview if they possess the experience, training and other qualifications listed in the job announcement.

Selecting the Best Candidate: The City's policy is to hire the best candidate for any job vacancy. The best candidate is an applicant who meets the minimum qualifications for the position and has the strongest match between their knowledge, skills and abilities and the work responsibilities of a position. The

best candidate will be determined based upon a review of application materials, the results of tests and/or background checks required by positions, an evaluation of responses to interview questions, and favorable references.

If there is not an internal candidate who has a strong match between their knowledge, skills and abilities and the work responsibilities of the position, the position may be re-posted and made available to external applicants.

B. Reference Checking

All requests for information regarding past or present employees shall be directed to the Human Resources Department. Human Resources will then release information stating job title, length of service and eligibility for rehire. If the employee has signed a statement releasing the City from liability, additional information may be given.

C. Subpoenas and Depositions

Sometimes an employee may receive a notice that they are being subpoenaed regarding City business, such as being required to give a deposition. If an employee receives such a notice directly, the employee is to immediately notify the City Attorney's office. The City Attorney's office will assist the employee in preparing for the deposition and will accompany the employee to the deposition, providing the appropriate support for the employee during the deposition as provided by court rule and law.

D. Prohibited Political Activities – Code of Ethics, Appendix A

While all employees have the right to participate in political or partisan activities of their choosing, employees are stewards of the public's trust in matters of City government. Political activity may not adversely affect the responsibilities of employees in their official duties. Because of the sensitive nature of the services in which the City is engaged, the following activities are prohibited:

1. Use of City Resources, Property, Authority and Influence

Employees may not campaign on City time or in City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities. Employees may not use City authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.

2. Coercion

Employees may not directly or indirectly coerce, attempt to coerce, or command a state or local officer or employee to pay, lend, or contribute anything of value to any party, committee, organization, agency, or person for political purposes.

3. Elected Office, Commission or Board Service

Employees may not serve as an elected official of the City, a member of a City commission, or a member of a City board while an employee of the City. Employees that serve as an elected or appointed official for another governmental entity must comply with the provisions and restrictions of this subsection D.

4. Conflict of Interest

If there is a conflict of interest between an employee's elected position outside of the City and their position with the City, the employee must resign from one of the positions.

Violation of any part of this policy may be grounds for disciplinary action, up to and including termination.

E. Prohibited Personal Gain - Code of Ethics, Appendix A

The following standards are established for all City employees for conducting business within the guidelines of the Code of Ethics and providing friendly and courteous service to the public. The Code of Ethics is located in Appendix A of this manual.

Employees are prohibited from:

1. Receiving proceeds or having any financial interest in any sale to the City of any service or property when such proceeds or financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service.
2. Soliciting or accepting anything of economic value as a gift, gratuity, or favor from any person, firm or corporation involved in a contract or transaction which is or may be the subject of official action of the City, provided that the such prohibitions shall not apply to:
 - a. Attendance at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where attendance is appropriate as a staff representative.
 - b. An award publicly presented in recognition of public service.
 - c. Attendance at a hosted meal where general information is being presented, but where no active consideration of a contract is being discussed.
 - d. Advertising items of no material value which are widely distributed to others under essentially the same business relationship with the donor or any other gift that is deemed by the City Manager to be of insignificant value such that it does not present a conflict of interest.
3. Disclosing confidential information (except as provided for under public disclosure regulations), participating in the making of a contract, accepting private employment, or providing private services that would be in conflict or incompatible with the performance of official duties as a City employee.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

F. Employee Orientation

Upon hire or appointment, the Department Director, or their designee and Human Resources shall be responsible for the orientation of the new employee. Orientation may include explanation of the organization and services of the City,

work and safety rules, personnel manual and procedures, departmental rules and procedures, completion of payroll forms and introduction to other City personnel.

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. Upon the recommendation of the Department Director and the Human Resources Director, the orientation period may be extended up to an additional 6 months at the discretion of the City Manager.

The orientation period is part of the selection process and affords the employee and the City an opportunity to evaluate whether the match between the job and the employee is appropriate.

An employee may be discharged without cause or notice prior to the completion of the orientation period. Successful completion of the orientation period means a regular employee is no longer at-will; however, this should not be construed as creating a contract or as guaranteeing employment for any specific duration.

This section shall not apply to specified senior management positions, temporary, extra help, and limited term positions.

2. Orientation Period for Promoted, Demoted or Transferred Employees

A promoted, transferred or demoted employee shall serve a 3-month orientation period in the new position, if they have never worked in nor served an orientation period in the classification previously. Upon the recommendation of the Department Director and the Human Resources Director, the orientation period may be extended up to an additional 3 months at the discretion of the City Manager.

The promoted, transferred, or demoted employee may be removed from the new position at any time prior to the completion of the orientation period by the Department Director giving written notice of failure to complete the orientation period. The Department Director shall consult with Human Resources before making the decision to remove an employee.

If involuntarily removed from their current position, the employee may return to the position from which they promoted or transferred from, provided that the position is vacant and the employee has provided a written request to the Department Director for the former position. This request must be provided within 5 days of the notice of failure to complete the orientation period.

During the orientation period, the promoted or transferred employee may request to voluntarily return to the former position by making a written request to the Department Director for the former position. If the position has not yet been filled, the Department Director, after consulting with Human Resources and any other affected department, may approve the return.

G. Equal Employment Opportunity

It is the intent of the City to provide equal employment opportunity for all employees and applicants for employment without regard to race, color, religion,

gender, national origin, marital status, age, sexual orientation or disability (as defined under state and federal law). This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training. If an employee believes that their rights under this provision have been violated, they should follow the complaint reporting and resolution process outlined in the Section IV.I, Discrimination Complaint Procedure.

H. Prohibition of Discrimination and Harassment

The City expressly prohibits any form of unlawful discrimination or harassment based on race, color, religion, sex, national origin, marital status, age, sexual identity, sexual orientation or disability (as defined under state and federal law) which includes behavior by co-workers, supervisors, vendors, citizens, or any other individual or group with whom an employee may come in contact in the course of their job duties. Improper interference with the ability of employees to perform their jobs will not be tolerated.

With respect to sexual harassment, the City expressly prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - b) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - c) Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, and other sexually oriented statements or displays.

I. Discrimination or Harassment Complaint Procedure

Each member of management is responsible for creating and maintaining an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of all co-workers.

If an employee believes they have experienced any job related discrimination or harassment based upon sex, race, color, religion, national origin, marital status, age, sexual orientation or disability, or believe they have been treated in an unlawful, discriminatory manner, the employee should promptly:

1. Report the incident to their supervisor. The supervisor will immediately report the information to the Department Director who will consult with Human Resources and together they will determine how to investigate the matter and ensure that appropriate action is taken. Human Resources shall also report the information to the City Manager.
 - a) If an employee believes it would be inappropriate to discuss the matter with their supervisor, the employee may bypass the supervisor and report the complaint directly to the Department Director or to Human

Resources or to the City Manager. The person receiving the report shall consult with other appropriate parties, and together they will determine how to undertake an investigation and ensure appropriate action is taken.

2. The complaint will be kept confidential to the extent possible.
3. If the City determines that an employee is guilty of harassing or discriminating against another employee, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.
4. The City prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation.
5. Any employee who makes a complaint in bad faith, who provides false information regarding a complaint, or who engages in any form of retaliation, will be subject to disciplinary action, up to and including termination.

J. Employment of Immediate Family

1. Members of the immediate family of City elected officials will not be employed by the City in any capacity.
2. Members of the immediate family of employees will not be hired if:
 - a) One individual would have the authority or power to influence decisions, supervise, hire, remove or discipline the other;
 - b) One individual would be responsible for financially auditing the work of the other;
 - c) One individual would handle confidential material that creates improper or inappropriate exposure to that material by the other; or
 - d) The member of the immediate family would be employed in the same department as the employee with the following two exceptions:
 - (1) Extra help employees may be employed in the same department as an immediate family member if no conflict of interest exists, including those outlined above.
 - (2) Spouses may be employed in the same department if no conflict of interest exists, including those outlined above.
3. If two employees marry, enter into a domestic partnership or become related, and in the judgment of the City Manager, the problems noted above exist or could exist, one of the employees will be required to terminate employment unless some step can be taken to eliminate the problem. The decision to define and implement steps to eliminate the problem is at the sole discretion of the City Manager. A decision as to which employee will remain must be made by the two employees within 30 days of the date they marry, enter ~~into~~ a domestic partnership or become related. If the parties do not make a decision within 30 days, the City Manager shall make the determination.

K. Personnel Files

Official personnel files are maintained by Human Resources. An employee has the right to inspect their personnel file at reasonable times during regular business hours. An employee wishing to see their personnel file should contact Human Resources. An employee has the right to have a copy of any information in their personnel file.

Personnel files are kept confidential to the maximum extent permitted by law.

L. Reporting Improper Governmental Action and Protecting Employees against Retaliation

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1. It is the policy of the City to encourage reporting by City employees of improper governmental action and to protect City employees who have reported improper governmental action in accordance with City policy by providing remedies for retaliation.
2. Key Definitions:
 - a) **Improper Governmental Action** is any action by a City officer or employee that is:
 - (1) undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment; and
 - (2) in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and a specific danger to the public health or safety, or is a gross waste of public funds. "Improper governmental action" does not include personnel actions. In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.
 - b) **Retaliatory Action** means (a) any adverse change in a City employee's employment status, or in the terms and conditions of employment including: denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reductions in pay, denial of promotion, suspension, dismissal, or any other disciplinary action, not independently justified by factors unrelated to the reporting of improper government action; or (b) hostile actions by another employee that were encouraged by a supervisor or manager.
 - c) **Emergency** means a circumstance that, if not immediately changed, may cause damage to persons or property.
3. **Reporting Mechanism**
 - a) An employee who becomes aware of improper governmental action shall report the action to the Department Director. If the employee reasonably believes that the improper governmental action involves the Department Director, then the employee shall report the action to the City Manager. If the employee reasonably believes that the improper governmental action

involves the City Manager, then the employee shall report the action to the Mayor. The person receiving the report shall notify the City Attorney. In an emergency, the employee may report the improper governmental action directly to the government agency with responsibility for investigating the improper action.

4. Investigation

- a) The person receiving the report shall confer with the City Attorney and they shall agree upon an appropriate method of investigation. The person receiving the report shall ensure that prompt action is taken to properly investigate.

5. Confidentiality

- a) The investigation should be conducted as confidentially as possible. Until the investigation is final, the identity of all employees involved shall be kept confidential to the extent permitted by law. At all times, the identity of the reporting employees shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of their identity in writing.
- 6. When the investigation is completed, the person receiving the report shall advise all employees involved in the investigation of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.
- 7. If an employee fails to make a good faith attempt to follow the provided reporting mechanism, the employee shall not be entitled to receive the protection against retaliation provided by this policy. Any false or frivolous claims or reporting will be subject to disciplinary action up to and including termination.

8. Protection against Retaliatory Actions

The City is prohibited from taking retaliatory action against an employee because they have in good faith reported an improper government action in accordance with this policy.

- a) An employee who believes they have been retaliated against shall provide written notice of the charge of retaliatory action to the City Manager (or to the City Attorney if the charge is against the City Manager) within 30 days of the alleged retaliatory action. The notice shall specify the alleged retaliatory action and the relief requested.
- b) The City Manager shall have 30 days to respond to the charge.

9. Appeal to the State

Upon receipt of the City Manager's response, or after the 30-day response period, the employee may request a hearing before a state administrative law judge for the purpose of establishing that a retaliatory action occurred and to obtain appropriate relief provided by law. The employee must submit the request for a hearing to the City Manager within 15 days of delivery of the City Manager's response, or within 15 days after the response period has expired.

Within 5 working days of receipt of a request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge (ALJ).

10. Relief Granted Under The Act

- a) Reinstatement, with or without pay.
- b) Injunctive relief necessary to return the employee to the position they held before the retaliatory action and to prevent the recurrence of retaliation.
- c) Costs and reasonable attorneys' fees.
- d) Penalty assessed against each individual retaliator or up to \$3,000 plus recommendation to City Manager that retaliator be suspended or dismissed.
- e) State law does not provide for general economic damages or damages for emotional distress.

11. List of Agencies

The following is a partial list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact the following:

City of Shoreline

City Attorney or
City Manager
Shoreline City Hall
17500 Midvale Ave. N.
Shoreline, WA 98133
206-801-2700
Web: www.shorelinewa.gov

King County

Ombudsman or
Prosecuting Attorney
516 Third Ave
Seattle, WA 98104
206-477-1050 or
206-296-9000
Web: www.kingcounty.gov

State of Washington

Auditor's Office
302 Sid Snyder Avenue SW
Olympia, WA 98504-0021
Web: www.sao.wa.gov

Human Rights Commission
711 South Capitol Way, St 402
Olympia, WA 98504-2490
Web: www.hum.wa.gov

Dept. of Ecology
3190 - 160th SE
Bellevue, WA 98008-5852
Web: www.ecy.wa.gov

Dept. of Labor & Industries
PO Box 44000
Olympia, WA 98504
Web: www.lni.gov

M. Outside Employment

1. The City expects that it shall be the primary employer for all regular employees. Therefore, employees shall not engage in employment or render services for pay for any public or private interest (including self-employment) when such activity may:
 - a) Occur during working hours;
 - b) Detract from the efficiency of the employee while performing City duties;
 - c) Constitute a conflict of interest or create an appearance of impropriety as determined by the City Manager;

- d) Utilize confidential information or contacts made during City employment which would give an unfair insider advantage or would otherwise be an inappropriate use or disclosure of such information or contacts;
 - e) Take preference over extra duty required by City employment;
 - f) Interfere with emergency callout duty;
 - g) Tend to impair independence of judgment or action in performance of official duties;
 - h) Involve the use of any City resources such as copiers, telephones, supplies, other equipment, or time; or
 - i) Interfere in any other manner with the employee's provision of quality customer service.
2. In order to protect the interests of both the City and the employee, it is important that an employee and their Department Director have an opportunity to discuss any outside employment with the goal of avoiding any possible conflicts between the City and the other employment.
- a) Prior to engaging in any outside employment, an employee shall provide their Department Director with written notice of his or her intent to engage in the outside work. If an employee is unsure as to these criteria or the effect of their outside employment, they should consult with their Department Director or the Human Resources Director for clarification.
 - (1) After receiving the employee's request, the Department Director shall consult Human Resources and if the request complies with this policy, the Director may approve the outside employment.
 - (2) If the Department Director, in consultation with the Human Resources Director, determines that the outside employment interferes with or reduces the efficiency of City employment, then the Director shall recommend to the City Manager that the request to engage in the employment shall be denied.
 - b) After considering the employee's written request and the recommendation of the Department Director and Human Resources, the City Manager shall make a decision approving or denying the request.
3. Failure to comply with these provisions concerning outside employment may be grounds for disciplinary action, up to and including termination.

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V. GENERAL WORKING CONDITIONS AND PERSONNEL ADMINISTRATION

A. Working Hours

1. The workweek for regular, full-time employees is 40 hours. The daily hours of work shall be set by the Department Director with respect to each department as necessary for the efficient operation of the City. Employees may be requested to work different schedules, including varying shifts, weekends, holidays and overtime to meet the needs of the City or of specific departments.

Varying schedules or overtime may also be required in emergency situations as defined by the City Manager.

2. Employees may request to work a flex ~~time schedule~~ or to job share. Flex ~~time schedule~~ and job share arrangements may not interfere with efficient City operation and must provide for effective service delivery. Flex ~~time schedules~~ and job share must be approved by the Department Director, after consultation with Human Resources.

~~B. An employee, with approval of the supervisor, may On occasion an employee may request to flex their time and adjust flex/shift their regular work schedule to facilitate dental, doctor and similar appointments that fall within their workday. Flexing a schedule Approval of flex time will be based on specific need or circumstance, and is not intended to occur on a regular basis, and is not to result in overtime. Any change to an employee's schedule must be approved by their supervisor.~~

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~~G-B.~~ **Breaks**

1. Lunch and Rest Breaks

All employees working an 8-hour day shall be entitled to at least a one-half hour unpaid meal period within five (5) hours of the beginning of their shift, and scheduled as close to the midpoint of the day as possible. In addition, employees are entitled to a paid ~~ten fifteen~~ 15-minute rest break for each four (4) hours of working time. Employees who are able to take a break as needed do not have to take a formally scheduled break and it is the employees' responsibility to take these breaks. Breaks shall be arranged so as not to interfere with normal business operations. All lunch and rest breaks should be taken away from the employee's immediate work area. Breaks cannot be combined or saved until the end of the day in order to arrive at work late or to leave work early.

2. Lactation Breaks

For one year after her child's birth, nursing employees are allowed to take reasonable breaks to express breast milk whenever the nursing employee feels it is necessary to do so. A private space for this purpose will be established at all City work locations. For more information on the designated lactation space, an employee should contact her supervisor or Human Resources.

~~D-C.~~ **Overtime**

This section applies to non-exempt employees. Employees will receive compensation for approved time in paid status in excess of 40 hours in a work week. Overtime shall be paid for in increments of fifteen (15) minutes. Employees who have been authorized to flex their work schedule do not incur overtime for the hours worked beyond their normally scheduled shift on the approved flex days(s). Employees who have been authorized for and who earned overtime will be paid at one and one-half the regular hourly rate of pay. All overtime must be authorized in advance by the supervisor.

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E.D. Standby

This section applies to non-exempt employees. A department may assign an employee who may be needed to work during off-hours to be on standby. Standby assignment normally will be rotated among similarly situated employees. An employee placed on standby shall be provided with a cellular phone so that they may be reached to conduct official business. Each employee on standby will receive compensation at the currently established rate for those hours on standby, and this allowance will be suspended when callback commences. Standby is not to be counted as hours worked for purposes of computing overtime or eligibility to receive benefits. Employees on standby must make every attempt to report to work within 60 minutes, but no later than within 90 minutes of notification. If an employee on standby status fails to respond to a call to return to work, the employee may be subject to disciplinary action. The Employee must remain Fit for Duty for the entire period of their standby duty.

E. Callback

This section applies to non-exempt employees. Employees called back to work shall be paid a minimum of three hours at a rate of time and one-half. Hours worked on callback beyond the three-hour minimum shall be paid at the overtime rate of pay, unless such time is part of the employee's regularly scheduled work shift. 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.

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F. Compensatory Time

This section applies to non-exempt employees. Limited amounts of compensatory time may be granted. An employee who is in paid status more than 40 hours in a work week may earn compensatory time at one and one-half times the straight time, instead of paid overtime, when requested by the employee and approved by the employee's supervisor. Compensatory time may not accumulate beyond 40 hours; and must be used within six months of award. Compensatory time not used within six months will be paid.

G. Twelve Hour Shift

This section applies to non-exempt employees. From time to time the City Manager may determine the need to assign City employees to work 12-hour shifts in order to effectively respond to inclement weather, natural disasters or other similar emergency events. The provisions of this policy apply in the case where the City Manager makes a declaration assigning employees to a "City Manager designated 12-hour shift".

4. Pay to transition assigned employees into the 12-hour shift. When employees are working at the time the City Manager declares a 12-hour shift, night shift employees shall be sent home with pay to rest and prepare for the night shift. This period of pay shall cover the time between the declaration of the 12-hour shift until the end of their regularly scheduled work day. Example: An employee is at work and is scheduled to work until 4:00 p.m. The employee

normally takes a half hour lunch at noon. At 11:00 a.m. the City Manager declares a 12-hour shift. The employee, assigned to the night shift, is sent home at 11:00 a.m. to rest and report to work at 9:00 p.m. for the night shift. The employee receives 4½ hours pay—1 hour from 11:00 a.m. to noon and 3½ hours from 12:30 p.m. – 4:00 p.m.

1.

2. Shift Differential. In recognition of the inconvenience of having to work unusual hours with very little notice and under conditions that are generally difficult due to weather or other uncomfortable conditions, employees assigned to the declared 12-hour shift shall receive an additional three dollars (\$3.00) per hour shift differential for all hours worked beyond their normal assigned shift. Employees assigned to the night shift 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. When an employee is working a 12-hour shift on a day they are not normally scheduled to work, all hours worked shall be considered to be "beyond their normal assigned shift". An example of how the policy would apply: Assume the following facts:

3. Both Employee A and Employee B normally work a schedule of 7:00 a.m. — 4:00 p.m. (with an hour unpaid lunch break).

4. Employee A is assigned to the 9:00 p.m. — 9:00 a.m. night shift. For each full night shift worked, Employee A will receive 10 hours of shift differential pay from 9:00 p.m. until 7:00 a.m. to compensate for hours that Employee A does not normally work. This same amount of differential pay will apply regardless of which day of the week the work is being performed.

Employee B is assigned to the 9:00 a.m. — 9:00 p.m. day shift. For each full day shift worked, Employee B will receive 5 hours of shift differential pay from 4:00 p.m. until 9:00 p.m. to compensate for hours that Employee B does not normally work. This same amount of differential pay will apply regardless of which day of the week the work is being performed.

2.

5.3. Pay for meal breaks. During the declared 12-hour shifts, employees shall be paid for both required meal breaks.

6.4. Premium Pay for work on days when the City is closed. In the event that the City Manager closes the City for any period of time during any normal work day during the period of the declared 12-hour shift, any employee assigned to the 12-hour shift who works during the calendar day the City is closed shall receive straight time "comp time" for the time standard operating hours that the City is closed, in addition to their pay for their shift. For the purposes of a full day City closure, the "time closed" shall be 8 hours.

1. Example: The City experiences severe snow storms and the City Manager declares a 12-hour shift beginning on Monday and the 12-hour shifts continue through the weekend. During the work week, due to the snow, the City Manager closes the City for the entire work day on

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- Wednesday. In addition, the City Manager closes the City 2 hours early on Thursday to allow employees at work to drive home safely.
2. Employee A is assigned to the night shift and works the night shift on both Wednesday and Thursday as scheduled. In addition to appropriate pay for the hours worked, Employee A will receive 10 hours of comp time. (8 hours for having worked on Wednesday and 2 hours for having worked on Thursday).
 3. Employee B is assigned to the day shift and works the day shift both Wednesday and Thursday as scheduled. In addition to appropriate pay for the hours worked, Employee B will receive 10 hours of comp time. (8 hours for having worked on Wednesday and 2 hours for having worked on Thursday).
 4. Employee C is assigned to the day shift and is scheduled to work both Wednesday and Thursday; however, Employee C works Wednesday but then calls in sick and does not work as scheduled Thursday. Employee C will receive 8 hours comp time. (8 hours for having worked on Wednesday but 0 hours for Thursday).

H. 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 and not a part of a 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 are not eligible for Alternative Night Shift Premium.

I. Remote Work

Regular, on-going remote work is allowed and is a discretionary, management approved alternative work arrangement in which an employee spends some portion of the workweek working from an alternative work location. Regular, on-going remote work requires an agreement between the employee and their supervisor. Employees working remotely must comply with all of the terms and conditions outlined in the City's Remote Work Administrative Policy. A remote work agreement may be modified or revoked by management, with notice to the employee working remotely, at any time.

H.J. Inclement Weather and Natural Disaster

1. The City is in the business of providing vital public services and therefore does not cease operations during times of inclement weather or natural disasters. The City may be the only organization providing essential services to citizens. Therefore, all employees are asked to make every reasonable effort to report to work during such times even if it is inconvenient.
2. A non-exempt employee who is unable to get to work or who leaves work early because of weather or natural disaster conditions may either charge the time missed against accrued vacation leave, compensatory time, or with approval,

may take leave without pay for the time missed. Tardiness due to an employee's inability to report for scheduled work because of severe weather conditions may be allowed up to one hour at the beginning of the work day or at the discretion of the City Manager, or their designee. Inclement weather or natural disaster tardiness in excess of that allowed by the City Manager shall be charged as provided above.

3. In the event that the City Manager advises employees not to report to work or to leave early due to inclement weather, ~~or~~ natural disaster, or other event that results in the unplanned closure of a City facility, such time off will be paid time off and not charged to accrued vacation leave or compensatory time.

- 3.4. In the event that the City Manager closes City Hall due to inclement weather, natural disaster, or other event that results in an unplanned closure, if directed by the City Manager, Non-exempt employees who are available and report to work ~~or~~ continue to work in this situation, if requested by the City Manager, shall either be paid time and one-half for the actual hours worked or be given compensatory time off, at another time mutually agreed upon by the employee and the supervisor.

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J.K. Performance Planning and Appraisal

1. Each regular employee's performance will be reviewed by their supervisor on an ongoing basis. The City also has a formal performance appraisal system.
2. Employees who disagree with their formal performance appraisal may provide comments on the evaluation form itself and may also submit a rebuttal in writing that will be physically or electronically attached to a copy of their performance appraisal and kept in their official personnel file. Employees may also appeal pursuant to Section VII.L Complaint Resolution Procedure.

J.L. Classification and Compensation Plan

It is the policy of the City to maintain a comprehensive classification and compensation program. Within budget limitations, the City endeavors to pay salaries competitive with those paid within comparable jurisdictions and within the applicable labor market.

The City Manager shall be responsible for the administration of the classification and compensation plan. All changes in classifications and changes in assignment of classifications to salary ranges must be approved by the City Manager.

1. Job Classification

The Job Description and Salary Range assigned to the responsibilities of a position is the 'job classification.' A job description includes a job title and statements that define the position, including essential and marginal job functions and qualifications for knowledge, ability, experience and training. The experience and training qualifications in the job description are considered to be minimum qualifications. Salary range assignments are recommended by the Human Resources Director to the City Manager, with input from the Department Director. Periodically, the City may revise job classifications as needed or as part of a compensation study.

2. Classification Review

Positions sometimes evolve as a result of changed duties and responsibilities assigned by a supervisor. A classification review studies these changes to determine if a different job description and salary range assignment is appropriate. Importantly, not all changes warrant a different salary range assignment. The majority of the assigned duties must be a different type or complexity that is compensated at a different level to warrant ~~a different~~ adjusting a position's salary range assignment.

a) Requesting a Classification Review

- (1) **Management Requested Classification Review:** A Department Director may request a classification review when planning to change the assigned duties of a position, or if they believe ~~the or if they believe~~ the position duties being performed are outside of the current classification specifications.
- (2) **Employee Requested Classification Review:** An employee who does not believe that their current classification accurately reflects the current duties of the position may request in writing to the Human Resources Director a classification review if it has been more than one year since the last classification review and the majority of duties have changed.

b) Performing the Classification Review

1. The Human Resources Department performs the classification review and will ask the requestor for updated job information which may include the use of a job analysis questionnaire.
2. After review by the Department Director and the Human Resources Director, any changes shall be recommended to the City Manager for reclassification as appropriate. The City Manager retains the final authority to approve or disapprove changes in classifications, within budgetary guidelines, and/or assignment of duties to employees.
- 2-3. Any changes resulting from a request for a classification review will be retroactive to the date of written submittal of the request for review to the Human Resources Director.
- 3-4. An employee who is reclassified is considered to have met the requirements of an orientation period and will not need to serve an orientation period in their newly reclassified position. ~~If in the event that~~ a classification review results in a denial of a change in classification but also results in a determination the employee was working out of class, the employee will be awarded out of class pay. The out of class pay will be effective on the date the employee submitted the written request for classification review and end on the date the Out-of-Class duties are no longer performed and will be based on the Out-of-Class Pay provisions noted in this handbook.

5. If the classification review results in a reclassification to a higher salary range, the employee will be placed at a step in the new range that is closest to, but not less than their current rate of pay.

Market Salary Surveys and Range Adjustments

The City periodically conducts external market salary surveys of designated comparable cities to ensure the wages paid our employees are competitive with the local market. If a market salary survey results in an adjustment to the salary range assigned to a job classification, incumbents of that classification will be placed in the new salary range that is closest to, but not less than their current rate of pay. If the employee's current rate of pay is less than the first step of the newly assigned salary range, the employee will be placed at Step 1 in the new range. If the employee's current rate of pay exceeds the maximum step of the newly assigned salary range, the employee will be placed at the highest step of the new range.

3. Steps and Increases

The compensation plan consists of salary steps ranging from 1 to 6, as reflected in the annual salary schedule. Step 0 is considered a training step. In general, there is a 2.5% difference between ranges, and a 4% difference between steps within a range.

Regular employees not at the top step are eligible for advancement to the next step annually. The step increase will be effective one year following the most recent step increase date. Once the top step is reached, the employee remains in the top step as long as the employee remains in that position.

4. Starting Rates of Pay

New employees generally will begin their employment at step 1 of the salary range for the position. At the request of a Department Director, the Human Resources Director may recommend to the City Manager that a new employee start at a higher step. The City Manager must give approval prior to offering a salary above step 1. Offers will be extended by either the Human Resources Department, the Department Director or their designee.

Circumstances that support hiring above step 1 include:

- a) Additional and directly applicable education or experience above the minimum requirements;
- b) Market conditions that support a higher starting salary;
- c) The proposed higher salary will not create inequities with existing internal salaries.

5. Promotion

A regular employee receiving a promotion shall be placed in the closest step in the new salary range that provides for at least a 5% increase, or the top step of the new salary range if there is not a step that allows at least a 5% increase. The employee's promotion date becomes the employee's new step increase date.

If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director concurs, they may recommend to the City Manager a higher placement.

Circumstances that support a placement greater than a 5% increase are:

- a) Additional and directly applicable education or experience above the minimum requirements;
- b) Market conditions that support a higher starting salary;
- c) The proposed higher salary will not create inequities with existing internal salaries.

6. Transfer

A regular employee receiving a transfer shall remain in the same step and retain the same step increase date.

7. Demotion

Disciplinary Demotion. If the demotion is a result of a disciplinary action, the employee shall be placed in the highest step in the new salary range that provides for a decrease. The demotion date will become the employee's new annual step increase date.

Any Other Demotion. If the demotion is a result of any reason other than discipline and the employee's current salary is within the new salary range, the employee shall remain at the same rate of pay until the employee's next step increase date. On the step increase date, if the employee has not reached the top step of the salary range, the employee shall move to the next step in the new salary range that provides for an increase. The employee shall retain the same step increase date.

If the employee's current salary is higher than the top step of the new salary range, the employee shall be placed in the top step of the new salary range.

8. Y-Rating

When a regular employee's position has been y-rated, the employee will remain at the same rate of pay until the salary range increases enough to include that rate. At that time, the employee shall be placed at the equivalent rate of pay on a step in the new range that does not result in a decrease. No Cost-of-Living Adjustment or step increase will be awarded during this period.

8-9. Pay Schedule

The City is on a bi-weekly pay schedule that provides the equivalent of 26 paydays during a standard year (52 weeks divided by two).

9-10. Out of Class Pay

When a Department Director or the City Manager assigns a regular employee substantially higher level duties that fall outside the scope of their job classification and the assignment exceeds ten (10) working days, the employee shall be paid an and additional 5% or be placed at the Step 1 of the higher assigned classification, which ever is greater, for the entire period of the out-of-class work. The assignment and the out-of-class pay must be in writing and

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approved by Human Resources prior to the Department Director making the assignment.

If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director agrees, they may recommend to the City Manager a higher placement. Circumstances that support an exception to the 5% placement include:

- a) The duties the employee is performing is of a significantly higher classification;
- b) The proposed higher salary will not create inequities with existing internal salaries;
- c) The proposed out-of-class salary is not higher than what would be awarded if the employee were promoted into the position.

K.M. Garnishment

The City will honor and process any legally served writ of garnishment against any employee without prejudice towards the employee.

L. Employee Training and Development

~~It is the intent of the City to provide training opportunities to employees for building of skills directly related to the job. These opportunities may include in-house workshops, or workshops and seminars sponsored by other agencies or institution, and but are subject to approval based on operational needs and budget availability.~~

M. Educational Reimbursement Program

~~The City has established an educational reimbursement program to help eligible regular employees develop their skills and upgrade their performance. All full-time regular employees who have completed a minimum of one year of service are eligible to participate in the program.~~

- ~~1. Under the program, and within budget guidelines, educational reimbursement is provided for courses offered by approved institutions of learning, such as accredited colleges, universities and secretarial and trade schools. Courses must be, in the City's opinion, directly or reasonably related to the employee's present job or consistent with the employee's performance development plan. Courses must not interfere with job responsibilities and must be taken on the employee's own time.~~
- ~~2. Reimbursement covers actual costs of tuition and registration fees only and is limited to a maximum of six credits per semester or nine credits per quarter for approved courses. The employee must pass the course in order to receive reimbursement.~~
- ~~3. Employees eligible for reimbursement from any other source (e.g., a government sponsored program or a scholarship) may seek assistance from this program but will be reimbursed only for the difference between the amount received from the other funding source and the actual course cost up to the maximum reimbursement allowable under this policy.~~

4. ~~To be eligible for reimbursement, the employee must submit a tuition reimbursement form to their supervisor prior to the scheduled commencement of the course(s), receive written approval from the Department Director and Human Resources in advance, be actively employed by the City at the time of course completion and pass the course. The employee should also have raised the subject of pursuing this education as part of the performance development planning discussions of the Performance Management System.~~
5. ~~On completion of the course, the employee must submit to the Human Resources Department an official transcript from the school, indicating grade received and a receipt or other official proof of payment.~~

N. Employee Education, Training and Development

It is the intent of the City to provide education and training opportunities to employees so that they can increase their job related skills and maximize performance. Regular employees may request reimbursement for and/or seek payment of registration and tuition fees associated with educational courses and training directly related to the employee's job function or professional development goals. All requests for payment of or reimbursement for education courses, training or conferences must be approved in advance by the employee's supervisor and Department Director

1. **Academic Courses:** Employees may request reimbursement for or payment of registration fees and tuition fees when taking courses from an accredited vocational school, college or university. Courses must be reasonably related to the employee's current job function or must be in alignment with the employee's professional development goals, as documented in the employee's Professional Development Plan. Tuition reimbursement is limited to six credit hours per semester or nine credit hours per quarter, and must be approved in advance by the supervisor, Department Director and Human Resources Director. Courses are not to interfere with the employee's work schedule and must be taken on the employee's own time. Reimbursement is contingent upon departmental budget and funding resources, and achieving a passing grade.

2. **Non-Academic Courses, Conferences & Training:** Employees may request reimbursement for or payment of registration fees for training, workshops, or conferences that, in management's opinion, is related to the employee's job duties and will enhance their job skills. Funding is limited and subject to Department Director approval and budgetary resources. Employees who have received educational funding support from the City, but fail to attend the workshop/conference, or do not complete the training, may be asked to reimburse the City for any costs incurred.

N. O. Reasonable Accommodation

1. Medical Accommodation

The City of Shoreline does not discriminate against qualified individuals with a disability with regard to any aspect of employment and is committed to complying with the Americans with Disabilities Act.

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The City recognizes some individuals with disabilities may require reasonable accommodations. If an employee is disabled or becomes disabled (meaning they have a mental or physical impairment substantially limiting one or more of the major life activities) and requires a reasonable accommodation, the employee will contact the Human Resources Department to begin the interactive process. Accommodation requests may be made orally or in writing to the Human Resources Department. Requests may be made by the employee, the employee's supervisor or someone on behalf of the employee.

A reasonable accommodation is assistance or changes to a position or working conditions that will enable an employee with a disability to perform the essential functions of their job. The City will provide reasonable accommodation to employees with medically certified disabilities, unless doing so would pose an undue hardship.

Human Resources will meet with the employee to review the accommodation process, answer questions and provide the necessary forms which include a Medical Certification form to be completed by the employee's physician.

If the Medical Certification does not confirm that the employee has a disability, Human Resources will seek clarification from the medical provider and the employee before rejecting the request. If the Medical Certification confirms that the employee has a disability, the employee, supervisor and human resources representative will meet and engage in an interactive process. The interactive process will include discussing the disability, limitations, and possible reasonable accommodations that may enable the employee to perform the essential functions of their position, make the workplace readily accessible to and usable by the employee, or otherwise allow the employee to enjoy equal benefits and privileges of employment. Following the interactive process, a decision will be made, and the employee will be notified if the accommodation is approved or denied.

2. Religious Accommodation

Employees whose religious beliefs, practices or observances conflict with work requirements may request an accommodation. Upon notice of a request to reasonably accommodate, Human Resources will examine the request and respond to the employee.

3. Pregnancy Accommodation

Employees who have health conditions related to pregnancy can request workplace accommodation recommended by their physician in form of leave, schedule adjustment, workplace or working conditions adjustments.

Accommodation requests related to more frequent breaks or limitations for lifting object over 17 pounds do not require medical documentation.

4. Accommodations after the Birth of Child

Eligible employees may request a reasonable amount of time during the work shift to express breast milk for a nursing child within one year after the child's birth.

VI. BENEFITS

All benefits apply to regular and limited term employees and selected benefits apply to extra help employees and paid interns. These benefits contribute to total compensation. Complete descriptions of these benefits are available from Human Resources.

A. Group Insurance

Applies to: Regular and limited term employees.

Employees and their dependents are generally eligible for medical, dental, vision, long term disability, life insurance, and the employee assistance program as defined by the City and as authorized by the carrier. The City makes contributions to the cost of these benefits as authorized by the City Council by resolution. Regular and limited term part-time employees and their dependents, if eligible, receive City contributions for such insurance prorated based on the ratio of their normally scheduled work week to a ~~forty~~40-hour week.

The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, and will make reasonable attempts to give prior notice to employees of any changes.

B. Social Security Replacement Plan

Applies to: All employees.

All employees must participate in a Social Security Replacement Plan (401 a) and Medicare.

C. 457 Plan

Applies to: Regular and limited term employees.

The City provides a 457 Deferred Compensation program for eligible employees. Employees must defer funds into this plan which have been allocated for benefits by the City but are not used by the employee. In addition, an employee may make personal contributions to this plan through payroll deduction, up to the limits set by law.

D. Retirement

Applies to: All employees determined to be eligible by state law.

The City contributes to the Washington State Public Employees Retirement System (PERS) as prescribed by law. State law determines employee eligibility. For more information, contact Human Resources or the Washington State Department of Retirement Systems.

E. Vacation

Applies to: Regular and limited term employees.

Employees accrue paid time off for vacation. Regular and limited term part-time employees receive prorated vacation accrual based on the ratio of their normally scheduled work week to a forty-hour week.

1. 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
<u>20</u>	<u>25</u>	<u>16.7</u>

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2. Carryover Maximum

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.

3. Carryover Exceptions

Employees with a vacation balance in excess of the carryover maximum should reduce the balance to the maximum carryover allowable. If an employee cannot use vacation because City operations have prevented it, the employee should discuss the matter with their supervisor well ahead of requesting a carryover exception. If the employee and supervisor are unable to plan for the employee to take the time off, they may request a carryover exception. Requests for vacation carryover shall be made in writing by the employee and submitted to the Human Resources Director. The request will include a plan for bringing the vacation accrual balances within the accrual cap during the next year. The request will be reviewed by the Department Director and is subject to approval by the City Manager. An employee will not be granted an exception two years in a row.

4. Forfeiture

Unused vacation leave in excess of the carryover maximum shall be forfeited at the end of the calendar year unless a carryover exception has been granted.

5. Requesting Vacation

In requesting vacation, employees should consider the City's needs to conduct the public business and to have time to plan for vacation coverage. Managers should respect employees' needs to take vacation. An employee's reasonable request for vacation should be approved unless the granting of the vacation would negatively impact the business operations of the City. In cases where there is a conflict in scheduling vacation leave among employees, the supervisor will determine the criteria for approving vacation requests based on a fair and equitable methodology.

An exempt employee shall not have deductions taken for vacation absences of anything less than a full day.

Vacation hours earned for a new employee shall accrue but shall not be available for use until after an initial six months of employment with the City unless special authorization has been granted by the City Manager.

Employees who have moved to a new classification, and who have already served a six-month orientation period in a previous position with the City, may request use of vacation leave accruals immediately. An orientation period may be extended to account for leaves (unpaid, vacation, etc.) taken during that period of time. The City Manager is authorized to negotiate higher accrual levels and/or starting balances of vacation with individual staff members.

An employee may cash out accrued vacation leave 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. The maximum cash out shall be 40 hours. The amount of the cash out shall be based upon the employee's base hourly rate/salary 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. In this case, the employee may receive the cash out just prior to leaving on the approved vacation. Cash out requirements for part-time regular employees shall be prorated based upon the employee's authorized FTE.

6. Separation from Service

In the event of separation from service for any reason other than at retirement the employee shall be paid-out for any accrued vacation earned and not taken. Payout of accrued vacation leave will be at the base hourly rate and not include out-of-class pay or other premium rates. In the case of separation for any reason when the employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System the maximum cash out shall be 240 hours.

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F. Management Leave

Applies to: Exempt Regular and Exempt Limited Term Employees.

On January 1st of each year, each employee shall receive 3 days of management leave. A new exempt employee hired before July 1 shall receive all 3 days. A new exempt employee hired between July 1 and October 1 shall receive 1 day; a new exempt employee hired after October 1 shall not receive any days of management leave until the next calendar year. The leave is to be used each year; any management leave not used during the calendar year shall not be carried into the next year. Exempt staff must use management leave in full day increments.

G. Holidays

1. Observed Holidays

Applies to: Regular and limited term employees.

Employees receive paid time off for holidays. Regular and limited term part-time employees receive prorated holiday benefits based on the ratio of their normally scheduled work week to a ~~forty~~40-hour week. Observed holidays are:

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Native American Heritage Day	Day after Thanksgiving
Christmas	December 25

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, it shall be observed on the work day immediately preceding or following the holiday as determined by the City Manager.

Employees must be in a paid status on the workday prior to and following a holiday to be eligible for holiday pay.

Non-exempt regular employees working on a holiday (either the actual holiday or the City recognized holiday) shall be paid at time and a half for all hours worked. In the case that an employee works both the actual holiday and the corresponding City recognized holiday, the employee shall only receive the holiday pay for one of the days. The pay shall be for the hours worked on actual holiday, unless the employee makes a written request for pay for the City recognized holiday instead of the actual day. Example: Independence Day falls on Sunday, July 4th; the City recognized holiday is Monday, July 5th. Employee A works Sunday and receives time and a half for all hours worked. Employee B works Monday and receives time and a half for all hours worked. Employee C works both Sunday and Monday and will be paid time and a half only for the hours worked on Sunday, unless they make a written request to be paid time and a half for the hours worked Monday, instead of Sunday.

2. Personal Days

Applies to: Regular and Limited Term employees.

Employees receive paid time off for two (2) personal days a year. Regular and Limited Term part-time employees receive prorated personal day benefits based on the ratio of their normally scheduled work week to a forty-hour week.

A personal day needs to be scheduled by mutual agreement of the employee and the supervisor and may be used for any reason. Non-exempt staff may use these

days as normal workdays or in increments of one or more hours (up to the total hours of two normal work days.) Exempt staff must use a full day at a time.

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.

3. Holidays for Reason of Faith or Conscience

Applies to: All Employees.

If an employee's religious beliefs include observance of a holiday or leave is needed to attend a religious activity of faith or conscience that is not a City holiday, the employee may take up to two days off per calendar year unless the leave would create an undue hardship for the City as defined in WAC 82-56-020 or a risk to public safety. Employees must submit a request in advance, but no less than two (2) calendar weeks prior to the start date of the requested leave. The leave requires the approval of the Human Resources Director and the Department Director. Regular employees may use accrued leave or leave without pay if all accruals are exhausted. Extra help employees may use leave without pay.

H. Sick Leave – Regular and Limited Term Employees

Employees accrue paid time off for sick leave at the rate of eight (8) hours for each month worked. Regular and limited term part-time employees receive prorated sick leave accrual based on the ratio of their normally scheduled work week to a forty-hour week. The City Manager is authorized to negotiate starting balances of sick leave with individual staff members.

1. Purpose

The purpose of sick leave is to provide an 'insurance policy' of a bank of paid leave to be used in the event that an employee or immediate family member experiences an illness or disability that requires an employee to be absent from work. Employees who are ill or disabled are expected to use sick leave to recover and to not report to work when they could expose co-workers to illness. Employees shall use leave to account for any sick leave related absence whether full or partial day unless they have otherwise made up the time in the same work week.

2. Use of Sick Leave

a) Employee

Sick leave may be used when an employee is experiencing a physical or mental illness, injury, disability (including a disability due to pregnancy or childbirth), diagnosable health condition, or has been exposed to a contagious disease where there is a risk to the health of others, or for medical or dental examinations or treatment when such appointments cannot be scheduled outside of working hours, or when the use of a prescription drug impairs job performance or safety.

b) Immediate Family Members

Sick leave may be used to care for a member of the immediate family who is ill, injured or disabled, or when the employee's workplace or employee's child's

school or place of care has been closed for any health-related reason by order of a public official.

Sick leave may also be used for qualifying family and medical leave provided for in the Washington State Paid Family and Medical Leave (PFML) or Leave under Family and Medical Leave Act (FMLA) sections.

c) Doctor's Note

After three days of sick leave an employee may be asked to provide a doctor's note or other evidence of inability to work at the discretion of the supervisor or Department Director.

d) Notification

Each employee, or someone on their behalf, should inform their supervisor if unable to come to work. This notification should be done each day prior to the scheduled starting time unless on long-term leave, so arrangements can be made to cover the absence.

3. Conversion of Vacation to Sick Leave

If an employee on approved vacation is hospitalized or experiences a similar extraordinary sick leave event, the employee may make a written request to the City Manager to convert the sick leave connected time from vacation leave to sick leave. The City Manager shall consider the facts involved and shall approve or deny the request.

4. Other Accrued Leave as an Extension of Sick Leave

Earned leave may be used 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.

4.5. Maximum Balance

The maximum banked balance of sick leave is 1040 hours. Regular and limited term part-time employees maximum banked balance will be prorated based on the ratio of their normally scheduled work week to a forty-hour week.

5.6. Separation from Service

Upon separation, if an employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System, an employee shall be paid for 10% of their accrued but unused sick leave.

6.7. Rehired

Employees who are rehired within twelve months of a separation in service shall have their unused sick leave balance restored.

7.8. On-the-job Injury

An employee who has an on-the-job injury and receives time loss payments from the Washington Department of Labor and Industries (L & I) may not use sick leave for the same hours for which the employee receives the time loss payment. An employee may use sick leave to supplement the time loss payment for the purpose of continuing to receive their normal salary. If sick leave is exhausted, the City will use other available leave to supplement the

time loss, unless the employee otherwise notifies Payroll in writing. If an employee is awarded time loss payments for a period that the employee has already used sick leave or other available leave, the employee shall submit the L & I check to Finance and 'buy back' the equivalent amount of leave used. While on time loss, the employee's salary may not exceed the employee's normal salary when not on time loss.

I. Sick Leave – Extra Help Employees

Extra Help employees perform work that is seasonal, variable, intermittent, or part time for a few hours each week; their sick leave benefit is based on actual hours worked.

1. Accrual and Eligibility to Use Sick Leave

Employees will accrue one hour of sick leave for every forty hours worked.

Beginning on the ninetieth calendar day after being hired, employees may use accrued sick leave for following reasons:

- Own mental or physical illness, injury, or health condition, or when seeking a medical diagnosis or preventative medical care.
- Family member's need for care for a mental or physical illness, injury, or health condition, or when seeking a medical diagnosis or preventative medical care.
- When employee's workplace or employee's child's school or place of care has been closed for any health-related reason by order of a public official.
- When absent from work for reasons that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

2. Maximum Carryover

The maximum unused sick leave that may be carried over from one calendar year to the next is forty hours.

3. Separation from Service

Sick leave hours are not cashed out upon separation from service and may not be used to extend employment beyond the last scheduled day of work.

4. Rehired within Twelve Months

Employees who are rehired within twelve months shall have their unused sick leave balance restored and will have satisfied their eligibility to use sick leave as required in section one of this policy.

5. On-the-job Injury

An employee who has an on-the-job injury and receives time loss payments from the Washington Department of Labor and Industries (L & I) may not use sick leave for the same hours for which the employee receives the time loss payment. An employee may use sick leave to supplement the time loss payment for the purpose of continuing to receive their pay for scheduled hours of work. If an employee is awarded time loss payments for a period that the employee has already used sick leave, the employee shall submit the L & I check to Finance and 'buy back' the equivalent amount of sick leave used.

While on time loss, the employee's pay may not exceed the employee's normal pay when not on time loss.

J. **Donated Leave**

Applies to: Regular and limited term employees.

Upon an employee's request, a Department Director, after consulting with Human Resources, may recommend that the City Manager allow a regular employee to receive donated ~~sick~~ leave from another regular employee. The City Manager may approve the donated leave if they find that the employee meets all ~~of the~~ following criteria.

1. **Criteria**

- a) The employee needs leave that qualifies for sick leave, which is of an extraordinary or severe nature and that has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment; and
- b) The employee does not qualify for other available leave benefits and has depleted all ~~of~~ their available leave time; and
- c) The employee has abided by all applicable policies regarding sick leave use; and
- d) The employee has been found ineligible for benefits under Worker's Compensation as governed by state law.

2. **Donation**

An employee may donate up to 25 hours of leave annually ~~of their sick leave and vacation balance~~. An employee is not eligible to donate sick leave hours unless a balance of 80 hours will be maintained. ~~An employee may also choose to donate accrued vacation leave.~~ The donating employee ~~in either case~~ shall submit a written request to Human Resources.

3. **Value of Leave**

Donated hours will be used on an hour for hour basis with no consideration given to the dollar value of the leave donated.

4. **Treatment of Leave Remaining**

If more leave is donated than is used, the hours of leave that remain shall be returned to the employee(s) donating the leave on a pro rata basis.

5. **No Cash Out**

Donated sick leave hours are not eligible for the cash out provisions in the Separation from Service section.

K. **Washington State Paid Family and Medical Leave (PFML)**

1. **Eligibility**

Under PFML, employees may be eligible for paid leave when needing time off for covered reasons. Eligibility requirements are:

- a) Monetary Benefits: In order to be eligible to receive monetary benefits from the Washington State Employment and Security Department, the individual must be currently employed with the City of Shoreline and have worked 820

hours in Washington for any employer or combination of employers during the year preceding the application for leave claim.

- b) Job Protection: In order to be eligible for job protection under PFML, an employee must have worked for the City of Shoreline for at least 12 months and have worked 1250 hours in the last year.

2. Leave Entitlement

PFML eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two (2) weeks of leave, for a total of 18 weeks, may be available in the event the employee's leave involves incapacity due to her pregnancy. PFML leave may be taken intermittently, contingent on the current rules or regulations, ~~provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought. This minimum claim requirement of eight consecutive hours of leave also applies to part-time employees.~~ The employee may use the leave within 52 weeks from the date that the leave was approved by the State or for a year following the birth/placement of the employee's child.

PMFL leave may be taken for the following reasons:

- a) Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, child birth recovery, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.
- b) Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies where an employee needs time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.
 - (1) If both parents work for the City of Shoreline, the leave entitlement for bonding with a new child or for a new child placement into their home is independent of each other. Each employee is entitled to the full leave amount, less any PFML or FMLA leave the employee has already taken during the current claim year.
- c) If an employee faces multiple events in a year, they may be eligible to receive up to 16 weeks, and up to 18 weeks if they experience a serious health condition during pregnancy that results in incapacity.

3. Concurrency With FMLA

PFML will run concurrently (at the same time) with FMLA when an absence is covered by both leave benefits and the employee meets the eligibility

requirements of both leave programs. Hours taken under PFML will be deducted from the 12 weeks of FMLA entitlement.

4. Notification Requirements

An employee must provide written notice to the Human Resources Department of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City of Shoreline, ESD will temporarily deny PFML benefits.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt business operations.

Employees should follow the instructions provided by the payroll office regarding how to report their time during a leave.

5. Coordination with Other Health Programs

While using PFML, health benefits will remain intact and will continue to be provided by the City as normal.

If an employee is on PFML but does not meet the eligibility requirements for FMLA and is not supplementing PFML with other leave accruals or the City of Shoreline Supplemental Paid Family and Medical Leave (SPFML), the employee is deemed to be in an unpaid status for purposes of City of Shoreline policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City of Shoreline policies and subject to any other leave provisions that require continuation of health benefit coverage.

For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.

6. Monetary Benefits

Washington State Employment Security Department is responsible for making benefit payments directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage. ~~Currently, the maximum weekly benefit amount is \$1000 per week and the minimum is \$100, but this is~~ subject to adjustments by the State.

7. Benefit Payment Waiting Period

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The

waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. An employee may use leave during this waiting period, but such usage of accruals must be reported to ESD.

8. Supplementing PFML with Your Own Leave Accruals or the City's Supplemental Paid Family and Medical Leave (SPFML)

Employees who meet the eligibility requirements for PFML may use their own leave accruals and the City of Shoreline Supplemental Paid Family Leave SPFML to make up the difference between the PFML benefit received from ESD and their regular full pay for a week in which PFML leave is taken as follows:

- a) When the PFML is for the employee's own serious health condition: The employee must use and exhaust all their leave accruals prior to using Supplemental Paid Family Leave SPFML.
- b) When PFML is to care for a family member or for child bonding/placement: The employee must exhaust their sick leave accruals but may reserve 80 hours of their earned accrued vacation leave for future use, prior to using Supplemental Paid Family Leave SPFML.
- c) The use of Supplemental Paid Family Leave SPFML is contingent on the employee receiving their weekly PFML benefit and submitting proof of payment to the payroll office. Payroll will then calculate the amount of supplemental paid leave needed to bring the employee to their regular full pay for that week and issue payment to the employee in the next payroll process.
- d) Supplemental Paid Family Leave SPFML may only be used after PFML benefits have been received by an employee and reported to the payroll office, except if it is being used for the initial waiting period.
- e) Regular accrued leave such as sick leave or vacation leave can be used for the initial waiting period.
- f) Employees must inform payroll and HR when they no longer are receiving PFML benefits from the Employment and Security Department or when their need for the leave has ended.

9. Job Restoration and Return to Work Recertification

An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave).

An employee may be required to provide a return-to-work certification from a health care provider before returning to work following PFML leave where the employee has taken leave for their own serious health condition.

If an employee taking PFML leave determines they will not be returning to work for any reason, the employee must inform their supervisor and Human Resources immediately.

The City reserves the right to collect the cost of benefits from an employee if the employee does not return to work following their leave of absence.

10. PFML Application Process

An employee must submit an application to ESD (<https://paidleave.wa.gov/login/>) in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (<https://paidleave.wa.gov/login/>). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

11. Payroll Deductions

The PFML program is funded through premiums collected by ESD via payroll deductions and City of Shoreline contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City of Shoreline will modify payroll practices to reflect those statutory changes.

12. Retirement Service Credit and Paid Family Medical Leave

PFML is considered an unpaid, authorized leave of absence. PFML program participants will not receive retirement service credits for the wage replacement payments received through ESD. An employee will receive retirement service credit for any time that they are using their own leave accruals or the City of Shoreline ~~Supplemental Paid Family Medical Leave (SPFML)~~ leave benefits while on a PFML.

L. Leave under Family and Medical Leave Act (FMLA)

Applies to: All employees meeting FMLA eligibility criteria.

The City complies with ~~the Federal Family and Medical Leave Act~~ FMLA and all applicable state laws related to family and medical leave. This policy provides detailed information concerning the terms of FMLA.

1. Length of FMLA and Eligibility

Eligible employees may take up to 12 weeks of unpaid, family and medical leave every 12 months for certain family and medical reasons, or up to 26 weeks of unpaid, family leave every 12 months for military family care leave. To be eligible, an employee must have worked for the City for at least 12 months and for at least 1,250 hours over the previous 12 months.

2. Reasons for Taking Leave

FMLA leave is provided for any of the following reasons:

- For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care.
- To care for an employee's child after birth or placement for adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.

- To care for an employee's spouse, child or parent who has a serious health condition.
- For qualifying exigencies arising out of the fact that a spouse, parent, son or daughter is a military member on covered active duty or called to covered active duty. Eligible employees may take up to 26 workweeks to care for a spouse, son, daughter, parent or next of kin who is a covered service member and has a serious health condition as a result of military service (military caregiver leave). An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period.

3. Definitions

For the purposes of Family Leave, the following definitions apply:

- **Child:** A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis (in place of the parent) if the child is younger than 18; or a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis if the child is 18 or older and incapable of self-care because of a mental or physical disability.
- **Military Caregiver Leave:** Caring for a spouse, parent, son, daughter or next of kin with a serious injury or illness as a result of military service.
- **Parent:** A biological parent of an employee or an individual who stood in loco parentis to that employee when the employee was a child.
- **Next of Kin:** A servicemember's nearest blood relative, other than the servicemember's spouse, parent, son, or daughter.
- **Serious Health Condition:** An injury, illness, impairment or physical or mental condition that involves:
 - **Hospital care:** any period of incapacity or subsequent treatment connected with or consequent to inpatient care (an overnight stay) in a hospital, hospice or residential medical care facility; or
 - **Incapacity plus treatment:** any period of incapacity of more than three consecutive calendar days including any subsequent treatment, or period of incapacity relating to the same condition that also involves 1) 2 or more visits to a health care provider within 30 days of the first day of incapacity; or 2) treatment by a health care provider on at least 1 occasion, within 7 days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of a health care provider;
 - **Pregnancy:** any period of incapacity due to pregnancy or for prenatal care;
 - **Chronic conditions requiring treatments:** a chronic condition which 1) requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under the direct supervision of a health care provider at least twice a year; 2)

continues over an extended period of time; and 3) may cause episodic rather than a continuing period of incapacity;

- **Permanent or ~~long-term~~long-term conditions requiring supervision:** a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider;
- **Multiple treatments (non-chronic conditions):** any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of or on referral by, a health care provider, whether for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **Incapacity:** inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.
- **Qualifying Exigency:** An urgent need that arises from the foreign deployment of a covered military member is on, called to, or notified of impending call to covered active duty status. The most common qualifying exigencies include attending military functions, making financial and legal arrangements, and arranging for child care. The Department of Labor maintains a complete list of qualifying exigencies.

4. Intermittent Leave or Reduced Schedule Leave

Under some circumstances, family leave may be taken in separate blocks of time or by reducing a normal weekly or daily work schedule. Family leave may be taken intermittently if medically necessary because of a serious health condition (the employee's, or that of a spouse, child or parent). If family leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to Department Director approval.

5. Paid Leave before Unpaid Leave

When an employee has paid leave or comp time available, that paid leave must be exhausted before unpaid leave is allowed as family or medical leave.

6. Advance Notice

An employee shall provide advance notice of the need for family or medical leave along with the requested dates for the leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.

When foreseeable, notice must be provided at least 30 days in advance of the need to take FMLA leave. The employee should make reasonable efforts to schedule the leave to not unduly disrupt the City's operations. If 30 days advance notice is not possible because the foreseeable situation has changed or the employee does not know exactly when leave will be required, the

employee must provide notice of the need for leave as soon as possible and practical.

7. Certification

The City requires the provision of a medical certification within 15 calendar days to support a request for FMLA leave because of a qualifying event. The City may require second or third opinions, at its option and expense. When incomplete and insufficient certification is submitted, employees are required to correct deficiencies in the certification within 7 calendar days.

Employees may be asked for a periodic recertifications or when circumstances described by the previous certifications have significantly changed.

The City may require employees on FMLA leave due to the employee's serious health condition or due to the birth of a child to provide a medical certification of fitness-for-duty prior to return to work after a medical leave, dependent on the circumstance as it relates to the employees duties.

Employees requesting qualifying exigency leave or military caregiver leave may submit related certification forms or a copy of the duty orders (for exigency leave only).

8. Designation Notice

A written Designation Notice will be sent to the employee requesting family or medical leave informing them that the requested leave will be designated as FMLA leave and setting out the requirements applicable while the employee is on leave. The Notice may be used to deny the leave request or inform the employee that additional information is needed.

9. Periodic Reporting

Depending on the employee's circumstances and/or medical documentation, the City may require the employee to periodically report on their status and intent to return to work.

10. Health Insurance

When an employee is provided group health insurance, the employee is entitled to the continuation of the insurance coverage during FMLA leave. If an employee is in an unpaid status and unable to pay their portion of contributions for health insurance, the City will pay the City's portion and the employee's portion of the cost as governed by FMLA regulations. Therefore, employees covered by the City's group health plan (medical, dental or vision) will continue to receive health insurance during FMLA leave on the same basis as during regular employment. An employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work after the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control as governed by FMLA regulations.

11. Other Insurance

For employees covered by other insurance plans through the City, those coverages will continue during paid leave on the same basis as during regular employment. For any period of unpaid leave, the employee wishing the insurance to continue must pay for the coverage on a monthly basis prior to the month of coverage. Check with Human Resources for current information and costs for coverages.

12. Couples Employed by the City

If employees married to each other request leave for the birth, adoption or foster care placement of a child, each parent will have 12 weeks of leave available to them independent of each other. The scheduled leave time off must be coordinated between the two employees and their supervisors so as not to cause an operational hardship.

13. Determining Leave Availability

Family or medical leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the 12-month period is a rolling 12-months measured backward from the first date any family leave is used. The employee is required to notify the City if any leave qualifies as FMLA leave. All leave qualifying for FMLA leave shall be designated and tracked as such upon the request of the employee.

14. Special Rule for Leave Related to Pregnancy

Leave taken for the disability phase of pregnancy or childbirth when physically unable to work, is counted against the 12-week FMLA family leave allowance. In some cases, State law may entitle the disabled employee to leave beyond the standard 12-week period. Human Resources can provide information concerning the state law and its applicability.

15. Job Restoration

When an employee returns to work after FMLA leave the City shall place the employee in the same position the employee held when the leave began or in another City position with equivalent benefits and pay; the return is subject to bona fide changes in compensation or work duties; the employee does not have return rights if:

- the City eliminates the employee's position by a bona fide restructuring or reduction-in-force; or
- the employee takes another job; or
- the employee fails to provide the required timely notice of family leave or fails to return on the established ending date of the leave.

M. Supplemental Paid Family & Medical Leave (SPFML)

Applies to: Regular employees, including ~~limited term~~ ~~employees~~. Supplemental Paid Family & Medical Leave (SPFML) affords employees an increased ability to attend to their own health needs or those of their family by providing additional pay as a supplement to the partial wage replacement benefit received from the ~~Washington State Paid Family and Medical Leave (PFML)~~

program. This benefit is used to fill the gap between what the employee receives as a benefit from the PFML and their regular full pay.

SPFML is used only in conjunction with and concurrently (at the same time) as the ~~Washington State Paid Family and Medical Leave (PFML)~~ and as noted below, with the exception if use is for a victim of domestic violence:

1. Eligibility

SPFML is available to all eligible employees who:

- a) Are the victim of domestic violence and have requested time off as a victim of domestic violence; or
- b) Have a qualifying family member as a victim of domestic violence; or
- c) Are currently employed with the City and have worked at least six months with the City or the equivalent of 1040 hours (pro-rated for part-time employees) and have successfully passed their orientation period, and
- d) Experienced a qualifying event as defined by ~~the Washington State Paid Family and Medical Leave (PFML)~~; ~~or~~, and
- e) Are eligible for, have applied to, and have been approved for PFML or be in the initial waiting week of the leave; and
- f) Have not exhausted the 12 weeks of SPFML in the current calendar year; and
- g) Have depleted available leave accruals:

- (1) Must have exhausted all available leave accruals including sick leave, vacation, personal days, management leave, and accrued comp time if the leave request is for the employee's own serious health condition, childbirth recovery, or as a victim of domestic violence.
- (2) Must have exhausted all available leave accruals but may reserve a bank of 80 hours of accrued vacation leave, if the leave request is to care for a family member; in response to a military exigency; or when bonding after birth or placement of a child into their home.

2. Benefit Amount

- a) An employee's SPFML benefit is calculated based on the difference between what is received from ~~the Washington State~~ PFML benefit and what the employee normally would receive in their regular check.
- b) The employee will receive the equivalent of their full salary through use of supplemental paid leave for up to a total of ~~twelve (12)~~ weeks, when combined with payments received from ~~the Washington State~~ PFML.
- c) SPFML will cease after using a total of 12 weeks in a calendar year or at the expiration of the approved PFML, whatever occurs first.
- d) Regular part time employees will receive this benefit on a pro-rated basis based on their budgeted FTE.
- e) If the qualifying event is the birth, adoption or foster care placement of a child and both parents work for the City and meet the eligibility requirements, both parents will independently have the equivalent of 12 weeks available to them for bonding with a new child or for child placement. In these circumstances the employees should coordinate with their supervisors to ensure that there is no negative impact to business

operations for their requested time off. Any overlap of both parents taking the same time period off for bonding should be coordinated with their supervisor(s) in advance.

- f) In no circumstances may an employee use SPFML in combination with PFML and receive more than their regular paycheck amount.
- g) SPFML may not be cashed out under any circumstance.
- h) If using SPFML during the initial waiting week, or while waiting for the leave approval, and the leave is denied from the State, the employee will be required to pay back any Supplemental monetary benefit that has been received.

3. Benefit Period, Frequency, and Concurrency

- a) May be used on a continuous or intermittent basis consistent with PFML.
- b) Will run concurrently with PFML.
- c) Is limited to a maximum of 12 weeks per calendar year.
- d) May be used to cover the waiting period (first week) of PFML if the employee lacks enough leave accruals.

4. Health Benefits

The employee will continue to receive health benefits according to the underwriting rules of the relevant health plans and shall continue to accrue vacation and sick leave according to City policy during the period of Supplemental Paid Family Leave SPFML.

For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.

5. Procedure for Requesting Supplemental Paid Family & Medical Leave

- a) Provide notice – Employees who anticipate the need to use SPFML should notify Human Resources ~~department~~ Department as soon as possible.
- b) Submit the Supplemental Paid Family and Medical Leave SPFML Request Form to Human Resources.
- c) SPFML will not be approved until verification has been received from the State that the employee has applied for PFML. If the employee has received any SPFML payments from the City and their State PFML is denied, the employee will be required to repay the City for those payments received.

N. Spousal Military Deployment Leave under Washington State Law

Applies to: All employees.

An employee who works an average of twenty-20 or more hours a week and who is a spouse of a military service member may take up to fifteen-15 days of paid or unpaid job-protected leave while the military service members is on leave from deployment, or before and up to deployment, during times of military conflict declared by the President or Congress. An employee must provide Human

Resources with notice of their intent to take leave within five business days of receiving official notice of leave from deployment or of an impending call to duty. If applicable, this leave will run concurrent with FMLA.

O. Medical Leave of Absence (non FMLA)

Applies to: Regular and limited term employees.

In addition to or in lieu of family leave, an unpaid leave of absence of up to six (6) months may be granted in the case of an employee's disability when approved by the City Manager and when the leave will not adversely impact City operations. The request must be supported by a physician's certificate of necessity and reasonable expectation of a timely return to duty. Prior to application for a non-FMLA medical leave of absence, an employee's accrued sick leave, vacation leave, compensatory time, management leave and personal days must be exhausted.

P. Leave of Absence Without Pay

Applies to: Regular and limited term employees.

Leave without pay is a temporary nonpaid status and absence from duty that occurs when an employee doesn't have enough, or does not qualify to use, paid time off for the absence. All paid leave banks must be exhausted prior to authorizing unpaid leave except when the reason for the leave does not qualify for paid sick leave or the leave is otherwise covered by Leave for Active Duty Military Service.

Leave without pay for an illness not covered by FMLA requires the Department Director approval. If such an absence exceeds three consecutive work days, the absence requires notification to the Human Resources Director and approval by the City Manager.

The City Manager may approve leave without pay for other personal reasons not covered by family leave, such as parenting or caring for an ill relative; other reasons in the best interest of the City and not solely for the employee's personal gain or profit. To request a leave of absence without pay for personal reasons, the employee shall submit a written request to the Department Director that states the reason for and the proposed length of the leave. If the Department Director approves of the leave, the Director will forward the request to the City Manager for consideration and provide a copy to the Human Resources Director. If the leave is approved, the employee and City Manager will enter into an agreement detailing the terms and conditions of the leave and a copy will be filed with Human Resources and payroll.

Q. Continuation of Benefits

Applies to: Regular and limited term employees.

Employees on any paid leave shall continue to receive all benefits including the accrual of vacation, sick leave, holiday pay, pension, and all insurance benefits. Employees in unpaid status shall not be entitled to and shall not accrue any of the benefits of the City, except as provided under family leave, FMLA.

R. Bereavement Leave

Applies to: Regular and limited term employees.

Employees may be granted up to three (3) days of paid leave per occasion to make arrangements for or to attend the funeral of, or memorial service for, a member of their immediate family. If more than three days leave is necessary, earned vacation, sick leave, personal days, management leave or compensatory time may also be used. The amount of time provided for bereavement leave will be based on the employee's regular daily work schedule; if working eight (8) hours, they would receive 8-eight hours of bereavement leave. If working an alternative schedule, they receive the number of hours they normally work on those days.

If while on approved vacation an employee has a death in their immediate family requiring the employee to engage in activities typically covered by bereavement leave, the employee may make a written request to the City Manager to convert the bereavement leave connected time from vacation leave to bereavement leave. The City Manager shall consider the facts involved and shall approve or deny the request.

Regular and limited term part-time employees will receive bereavement leave prorated based on the ratio of their normally scheduled work week to a forty-hour week.

S. Court and Jury Duty Leave

Applies to: Regular and limited term employees

Employees called to jury duty are strongly encouraged to fulfill their legal and civic responsibility. A regular or limited term employee will be granted leave at their regular rate of pay. Days during the period of summons when reporting to the court is not required are not covered by this leave.

During the regular work shift, an employee must report to work when not required to be in court. If the court pays the employee for the jury service, that payment must be turned in to the City. An employee is permitted to retain any mileage reimbursement received from the court. The amount of time provided for jury duty will be based on the employee's regular daily work schedule, if working eight (8) hours, they would receive 8-eight hours of jury duty leave. If working an alternative schedule, they receive the number of hours they normally work on those days.

An employee must inform their supervisor as soon as a summons is received, and on a daily basis as to court schedule.

Employees who have been subpoenaed for a job-related matter shall be compensated as for any other working time.

T. Military Leave

Applies to: ~~Regular and limited term employees~~ All Employees.

An employee may take up to twenty-one workdays per year for required military duty, trainings or drills if the employee is a member of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Corps Reserves of the United States. This leave is in addition to regular vacation leave. For purposes of this section, "year" shall mean from October 1 to September 30.

An employee will continue to receive their normal pay, [based on their established work schedule](#), during such active duty training, provided a written copy of the orders is submitted to the supervisor prior to leave and a written copy of the release is submitted upon return.

U. Leave for Certain Volunteer Emergency Services Personnel

Applies to: Regular and limited term employees

An employee may take necessary time to respond to call to an emergency service operation as unpaid firefighters, reserve [peace](#) officers, or [Ceivil](#) [Aair](#) [Ppatrol](#) members. Participation in trainings or other non-emergency activities are excluded from the provisions of this article.

Eligible employees may use [paid](#) their accrued leave to stay in a paid status.

V. Victims of Domestic Violence Leave

Applies to: All employees

Employees who are victims of domestic violence, sexual assault, or stalking may take reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. Employees who are qualifying family members of a domestic violence victim are also eligible for leave under this policy.

Regular employees may use paid sick, vacation, Supplemental Paid Family and Medical Leave, or other accrued paid time off while on leave.

Employees must give as much advance notice of the need for leave under this policy as is possible. Leave requests must be supported with one or more of the following:

- A police report indicating the employee or employee's family member was a victim.
- A court order providing protection to the victim.
- Documentation from a healthcare provider, advocate, clergy, or attorney.
- An employee's written statement that the employee or employee's family member is a victim and needs assistance.

For purposes of this section only, family member means child, spouse, parent, parent-in-law, grandparent or person the employee is dating. The City may request verification of family relationship.

VII. STANDARDS OF EMPLOYEE CONDUCT

The City expects all employees to strive for excellence, to exhibit the City Values in their work, to accomplish organizational and individual performance goals and to provide superior customer service.

A. Personal Appearance and Demeanor

Employees are expected to dress in attire appropriate to their job tasks and to behave in a professional, businesslike manner at all times.

Employees failing to adhere to City standards with respect to appearance and demeanor are subject to disciplinary action, up to and including termination.

B. Absenteeism and Tardiness

Employees are expected to report for work promptly and maintain good attendance. The supervisor must be advised of absence or late arrival prior to the beginning of the shift. Absenteeism or tardiness that is unexcused may be grounds for disciplinary action, up to and including termination.

C. Solicitations and Distribution of Literature

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not physically distribute literature, email, or post materials, sell merchandise, solicit financial contributions or otherwise solicit for any cause during working hours. Employees who are not on working time (for example on lunchtime or break) may not solicit employees who are on working time. An employee (including any employee with management responsibility) shall not directly solicit any employee they supervise or otherwise exercise some element of control over. All employees shall recognize that any employee has the right to say "no" to any solicitation.

E-mail shall not be used for solicitation of any type.

Employees may utilize such things as an employee newsletter or the employee lunch room bulletin board if approved by the City Manager's Office for personal messages of this nature. Violation of this policy may be grounds for disciplinary action, up to and including termination.

Non-employees are prohibited from distributing material or soliciting employees on City premises at any time.

D. Drug-Free Workplace

1. It is the policy of the City to maintain a 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 City's ability to operate effectively and efficiently.
2. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance, alcohol or other intoxicant in the workplace or while engaged in City business on or off the premises or in a City vehicle is strictly prohibited. Such conduct is also prohibited to the extent that, in the opinion of the City, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the City. Therefore:
 - a) When employees are on the job, they are expected to be physically free from any impairment or substance that could contribute to an injury, property damage, or interfere with productivity. An employee shall not consume any alcohol during lunch or any other break occurring prior to the end of that employee's work day. Workday in this context includes any evening meeting or other similar activity on behalf of the City. Employees are to be free of illegal drugs or potentially impairing levels of legal

substances. In short, all City employees are expected to be fit for duty, as defined in this handbook.

- b) Use or possession of prescription or non-prescription medication is not prohibited when taken in accord with prescription or standard dosage recommendations. However, employees shall notify their supervisors when they are taking over-the-counter or prescription drugs that could prevent the employee from performing their job safely and effectively. The employee and supervisor shall work together to determine the employee's fitness for duty or to establish a light duty assignment if available and appropriate. If no agreement is reached, the fitness for duty determination shall be made by the Department Director, after consulting Human Resources.
 - c) An employee convicted of a controlled substance-related violation must inform the City within five days of such conviction.
 - d) Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. The City may require employees who violate this policy to successfully complete a drug abuse rehabilitation program as a condition of continued employment.
 - e) Employees may be required to submit to alcohol, drug or controlled substance testing when: an employee's work performance causes reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use; testing is required prior to appointment to a position; as a result of a job related accident when reasonable cause exists or if required by the Department of Transportation; or in cases where employment has been conditioned, in a return to work agreement, upon remaining alcohol, drug or controlled substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action up to and including termination. Testing information shall be confidential unless used in an employer action with regard to the employee.
 - f) Employees who voluntarily enter treatment programs for drug or alcohol addiction shall not be subject to discrimination or retaliation. Such occurrences will be regarded as medical conditions with regard to City provided benefits and rights. However, the City may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs or other controlled substances. The City has an employee assistance referral center to assist employees in dealing with personal problems. Details are available from the Human Resources Department.
3. In addition to previous sections, candidates applying for positions which require a valid Commercial Driver's License (CDL) will be subject to passing a pre-employment drug screening. All City employees in positions requiring a CDL must comply with the City's Drug and Alcohol Policy and Procedures Manual.

E. Safety

The City is committed to providing a safe and healthful working environment. The City makes every effort to comply with applicable federal and state occupational health and safety laws and to develop the best feasible operations, procedures,

technologies and programs conducive to such an environment. Safety policy is contained in the Safety and Accident Prevention Policy and departmental Safety Manuals.

F. Weapons

No employee is authorized to carry a weapon, concealed or not, on City premises, in City vehicles, or while representing the City. An employee carrying a weapon in violation of this policy is subject to disciplinary action, up to and including termination.

G. Workplace Violence

It is the policy of the City to have zero tolerance of any acts or threats of violence by any employee in or about City facilities or elsewhere at any time. The City will not condone any acts or threats of violence against employees, customers or visitors in or about City premises at any time or while they are engaged in business with or on behalf of the City off City premises.

To ensure City objectives are attained, the City is committed to the following:

1. To provide a safe and healthful work environment, in accordance with the City safety policy.
2. To take prompt remedial action up to and including immediate termination against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive or threatening language or gestures.
3. To take appropriate action when dealing with customers or other visitors to City facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees from bringing unauthorized firearms or other weapons onto City premises.

In furtherance of this policy, employees have a duty to warn their supervisor, managers or Human Resources of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve themselves or other employees, customers or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

H. Tobacco and Vaping Free Workplace

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, use of all tobacco products, including smoking and smokeless tobacco, and vapor products is prohibited at all City work locations and property, and in City owned vehicles. Smoking and vaping is prohibited within

25 feet of all building entrances, windows that open and ventilation intakes. Violation of this policy may be grounds for disciplinary action, up to and including termination.

I. General Conduct

Employees are expected to conduct themselves in an appropriate, professional manner. Examples of behavior that are inappropriate include, but are not limited to:

1. Insubordination
2. Theft or other criminal activity;
3. General dishonesty including falsifying employment or other City records;
4. Failing to maintain confidentiality of City information;
5. Unwillingness or inability to maintain an acceptable level of work performance.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

J. Searches of Property

Employees should be aware that all offices, desks, files, computers, City issued cell phones, lockers and vehicles are the property of City and are issued for the use of employees only during their employment with the City. It may be necessary to conduct searches of employee personal property in City facilities or vehicles. In addition, the City reserves the right to search any employee's office, desk, files, locker or any other area or article on City premises. Searches may be conducted at any time without advance notice. Searches must be conducted by and authorized by the City Manager. Where reasonable, the search will be conducted by more than one person.

Employees may not use a personal lock on City property or lockers, unless authorized and only if a copy of the key or combination is retained by the City.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

K. Corrective Action Procedure

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. Supervisors and managers also have the responsibility to provide behaviorally-specific feedback, either orally or in writing as appropriate, to employees to enable them to make improvements in their performance or correct the behavior that was a problem.

~~Please note that a~~Any or all of 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, in some circumstances, depending on the severity of the situation.

The degree of corrective action depends on the severity of the situation. It is the responsibility of the supervisor to objectively evaluate the circumstances and facts involved and to consult with the Human Resources Director before beginning such action.

The City may use administrative leave with pay while conducting an investigation into an alleged wrongdoing. This leave may be used when it is necessary to remove the employee from the work place pending the outcome of the investigation.

The following are examples of a pattern of progressive discipline

a) Step One: Verbal Warning

This step is used for relatively minor offenses and problems. The supervisor verbally discusses the concerns with the employee and lets the employee know the nature of the problem. Written documentation of the verbal warning shall be placed in the employee's personnel file.

b) Step Two: Written Warning

This step is used for a repeated offense where the discipline in Step 1 has failed to correct the problem or behavior, or for more serious problems that initially require stronger action. Under this step, a written warning is given to the employee and put in the employee's personnel file documenting the problem.

c) Step Three: Suspension

This step is used for repeated offenses where Steps 1 and 2 have failed to correct the problem or behavior, or for more serious problems that initially require stronger corrective action than the above steps. An employee is sent home without pay for a specified period of time. For an exempt employee, unpaid suspensions shall be in increments of workweeks. An exempt employee may also be given a period of time off with pay to make a personal decision as to whether to change behavior and continue employment with the City. Prior to a decision to suspend an employee, a pre-disciplinary hearing must be held.

d) Step Four: Termination

This step is to be used for instances where an employee has failed to correct their behavior after previous discipline or if there is a serious violation of City standards of conduct where immediate termination is warranted. Prior to a decision to terminate an employee, a pre-disciplinary hearing must be held.

Other examples of disciplinary methods that may be used include withholding a scheduled pay increase, pay reduction and demotion; these also require a pre-disciplinary hearing before the decision is made.

2. Pre-Disciplinary Hearing.

This section does not apply to at will employees or to employees who have not completed their initial orientation period.

When considering discipline that would deprive an employee of pay, such as a step three suspension or step four termination, the City will conduct a pre-disciplinary hearing. The hearing serves as a check against a mistaken decision and as an opportunity for an employee to furnish reasons why they should not be disciplined before the decision is finalized.

a) Notice to the Employee

The employee shall be provided with a notice of the pre-disciplinary hearing.

The notice shall include an explanation of the charges on which the potential discipline is based, and the time and date for the hearing.

b) At the Hearing

The hearing will be presided over by the Department Director or a designated representative. The hearings are intended to be informal. The employee will be given an opportunity to explain why the serious discipline should not be taken. The employee may bring one person to the hearing as a representative. If the employee fails or refuses to appear, the Department Director shall determine the discipline without the employee's input.

c) After the Hearing

After the hearing, the Department Director will consider the information provided and will consult with the Human Resources Director. As soon as possible, the director will issue the decision. A longer review period may be required in more complex situations, and the employee will be so informed.

L. Complaint Resolution Procedure

1. Resolving Conflict Informally

It is natural to have misunderstandings and conflict in organizations. The purpose of this procedure is to provide a method for the resolution of such matters in a positive and constructive manner and to give employees a means of airing complaints regarding their employment. Employees and supervisors are encouraged to resolve the causes of conflict or disputes between themselves informally whenever possible.

2. Resolving Conflict Formally

When informal resolution fails, an employee may file a complaint in a more formal manner following the procedure outlined below. No retaliation, disciplinary action or discrimination shall occur because of the filing of a bona fide complaint under this procedure. The procedure should not, however, be construed as preventing, limiting, or delaying the City from taking disciplinary action against any employee up to and including termination where disciplinary action is deemed appropriate.

An employee who has been involuntarily separated from employment with the City has the right to participate in this process pursuant to the terms outlined below. Any complaint by a terminated employee must begin with step 3.

a) Complaint Definition

A complaint is a written allegation by an employee or former employee who has been involuntarily terminated that they have not been treated according to the personnel policies, or other rules or regulations.

b) 30 Days to Initiate a Complaint

Complaints must be initiated within 30 days of the alleged act and a copy of the complaint provided to Human Resources.

c) Step 1 Present Complaint to Supervisor

An employee should present the complaint to the supervisor and request time to meet and discuss the complaint. In consultation with Human Resources, the supervisor shall consider the complaint and all relevant information and respond to the employee in a timely manner.

d) Step 2 if Needed

If the problem is not resolved at Step 1, the employee shall next request a meeting with the Department Director. In consultation with Human Resources, the Department Director will conduct an investigation and review the matter with appropriate persons. The Department Director shall respond to the employee within 10 working days, unless the response will take longer, in which case the director will keep the employee informed when the response will be available.

e) Step 3 Final Step if Needed

If the problem is not resolved at Step 2 and the employee wishes to pursue the complaint, they shall request a meeting with the City Manager. The City Manager shall meet with the employee. The City Manager shall also conduct an investigation or otherwise consider information relevant to the complaint.

The City Manager shall issue a decision within 15 working days unless more time is needed, in which case the City Manager shall keep the employee informed of when the response will be available. The City Manager's decision shall be final and binding on the parties.

VIII. SEPARATION FROM EMPLOYMENT**A. Resignation**

The City expects a resigning employee to give written notice to their supervisor at least two calendar weeks in advance of the final working day. [Unless approved by the City Manager, an employee may not use of vacation, management or personal leave immediately prior to their separation from employment for the purpose of extending health benefit coverage into another month.](#)

B. Unauthorized 3 Day Absence

Unauthorized absence from work for a period of three consecutive days will be considered as a voluntary resignation, unless the employee can provide a reasonable explanation to the Department Director.

C. Separation Procedures

The Human Resources Department will verify an employee's separation date and notify payroll. A final paycheck will be issued to the employee on the next regular

payday after completion of the following: exit interview, return of City keys, car, ID card, credit cards, bus pass, tools and equipment, uniforms, printed materials, and any other property or resources which had been made available to the employee. In addition, Human Resources will resolve the status of retirement plans, insurance conversions, and deferred compensation programs, and will conduct an exit interview.

D. Reduction in Force, Layoff and Recall

The City 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 or change in operational structure position(s) or service(s) are abolished, there is a lack of work, shortage of funding or for other legitimate business reasons.

1. Notice

When a layoff is anticipated, employees whose jobs are affected will be notified in advance and will be provided an opportunity to meet with the Department Director prior to implementation of the layoff. The purpose of this meeting is to give the affected employee an opportunity to ask questions and to better understand the business reason why management selected that position for layoff. The employee may also offer additional information for consideration prior to a final decision being made and before the layoff is implemented.

2. Order of Layoff

Layoffs are determined by classification on an organization-wide-basis.

Extra help employees performing similar work will be terminated prior to regular employees being laid off.

Regular employees will be retained based on their ability to perform work needed to meet program and organizational needs.

Where there is no demonstrable difference in ability to perform, employees with longer service will be retained.

3. Alternatives to Layoff

The City retains the right to mitigate the need for layoffs by transferring employees who would otherwise be impacted by layoffs to equivalent available vacant positions. Additional options such as part-time work schedules, job sharing, voluntary demotions and voluntary time and/or pay reductions, or furloughs may also be explored, at the discretion of the City Manager.

4. Layoff Support

Regular full-time and regular part-time employees are eligible for Layoff Support. Once the employee has been notified of the future layoff, the employee shall be eligible for:

- a) Job search assistance, tailored to the particular circumstances and authorized by the City Manager.
- b) Limited time off for interviewing, subject to the approval of the Department Director.

5. Severance

Regular full-time and regular part-time employees are eligible for severance. Extra-help and limited term employees are not eligible for severance. After the layoff takes effect, the employee shall be eligible to receive a severance package based on their budgeted FTE consisting of the following:

Years of Service	Severance Package
1 – 4 years	2 weeks salary + 10% sick leave
5 – 9 years	4 weeks salary + 10% sick leave
10 – 14 years	6 weeks salary + 10% sick leave
15 – 19 years	8 weeks salary + 10% sick leave
20+ years	10 weeks salary + 10% sick leave

If the employee leaves employment at the City prior to the layoff date, the employee is not eligible for the severance package.

6. Rehire List

Any regular employee who is laid off shall be placed on a City rehire list for a period of one year from the date of layoff. An employee shall not be placed on the rehire list if the employee leaves employment at the City prior to the layoff date. The City will honor an employee's written request to not be placed on or to be removed from the list.

An employee on the Rehire List shall be deemed eligible for an open regular position when:

- The employee meets the minimum qualifications listed on the classification specification based on 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.

When hiring for any vacancy, the Department Director shall first consult Human Resources to determine if any employee on the rehire list is eligible for the vacancy. If there is an eligible employee on the rehire list, the employee shall be offered the position. In the case of more than one eligible employee on the rehire list, the position shall first be offered to the employee with the longest term of service with the City.

The employee has seven calendar days from the time the offer is sent to accept the offer; failure to do so will be considered a refusal.

An employee accepting a demotion to a position in a lower salary range shall remain on the list for the remainder of the year (based on the original layoff date).

An employee shall be removed from the list upon rehire by the City, a third refusal of a City job offer or the expiration of one year, whichever comes first.

If a department has a need to hire extra help while the City has any employees on the Rehire List, the Department Director shall first contact Human Resources before taking any other steps to hire the extra help. The extra help

opportunity shall first be offered to any employees on the rehire list meeting the minimum requirements (in order of service with the City – longest first). Only if all eligible employees on the Rehire List refuse the extra help opportunity may the department proceed to outside hire. Neither acceptance nor refusal of an extra help opportunity shall affect an employee's status on the Rehire List.

E. Furlough (Temporary Reduction in Hours)

A furlough is a temporary reduction of work hours due to a lack of work, shortage of funding, or for other business reasons. The City retains the sole and exclusive right to decide whether a temporary reduction in force is necessary and to select the operational unit(s) and positions for which furloughs will occur. During a furlough, the employment relationship remains intact and the individual who is furloughed continues to be an employee of the organization and will resume their regular position duties at the conclusion of the furlough. During a furlough, the employee is in an unpaid leave of absence status. A furlough differs from a layoff in that with a layoff, the employment relationship is severed. An employee who is laid off is no longer employed with the organization; they are separated from employment and considered terminated.

Increments of Furlough: Furloughs may occur in increments of a work day, a partial work week or full workweek, or months.

FLSA Exempt Status Change: FLSA exempt (salaried) employees may have their FLSA status temporarily changed to non-exempt (hourly) status during a partial workweek furlough.

Restriction to Work: During a furlough an employee is prohibited from performing work of any kind.

Notice: When a furlough is anticipated, employees whose jobs are affected will be notified in advance to allow time to make any necessary personal financial arrangements and to minimize the impact due to the anticipated loss of income.

1. Impact of Furlough on Work Schedule and Pay

Furloughs are considered a leave without pay. Time while furloughed will not count toward the calculation of overtime.

Overtime is not to be used as a method for making up time and earnings lost due to a furlough.

Employees may not substitute paid leave for mandatory furlough days.

However, if an employee is absent on the scheduled furlough day(s) due to a Worker's Comp injury, alternative furlough day(s) will be arranged.

If an employee is on a furlough day and is requested to return to work, they will be paid according to the applicable City policy and an alternative furlough day(s) will be scheduled.

2. Impact on Benefits During a Furlough

While on a furlough an employee does not earn sick or vacation leave accruals for any period of unpaid time.

All leave accruals earned prior to a furlough will be retained and will be available for use upon return from furlough.

An employee's anniversary date will be adjusted for any furloughs greater than three (3) consecutive months.

Health insurance benefits and premiums paid by the City remain intact and uninterrupted during a furlough of three (3) or less consecutive months. Employees will be required to self-pay or reimburse the City for their portion of any benefit premium that would otherwise be deducted from their regular paycheck.

For furloughs greater than three consecutive months in length, the employee will have the option to continue health benefits through COBRA.

3. Furlough Support

Regular full time and regular part time employees who are subject to a furlough may be eligible for additional support services including:

- Access to the Employee Assistance Program while on furlough.
- Unemployment compensation and worker retraining services.

4. Employees on Protected Leave

An employee who is on protected leave (e.g., family medical leave) may also be furloughed; however, under no circumstances may an employee be furloughed *because* they are on protected leave.

5. Appeal Process

Unless otherwise provided for under City policies, a collective bargaining agreement, or the law, reductions in force and furloughs are not subject to the grievance process nor subject to appeal.

6. Unemployment Compensation

Eligibility for unemployment compensation is subject to evaluation and determination by the Washington State Employment Security Department. Employees are directed to contact the Washington State Employment Security Department to determine eligibility in the event of a reduction in work hours due to furlough.

7. Shared Work Program

The City of Shoreline participates in the Shared Work program, administered by the Washington State Employment Security Department. This program provides eligible employees an opportunity to receive unemployment benefits when their regular work hours are reduced due to a furlough.

8. Return to Work Following a Furlough

At the completion of the furlough period employees will be returned to the same position they held prior to the furlough except when it is determined by the City Manager that further action is needed or if a reduction in force and layoff process is initiated.

IX. CLOSING STATEMENT

We are pleased that you have chosen to be part of our Shoreline team, if you have any questions about the information contained in this handbook, please ask your supervisor or visit Human Resources.

X. APPENDIX A - 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 unbefitting 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 their supervision, or for the benefit of their 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.

XI. CITY OF SHORELINE EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I understand that the information contained in the Employee Handbook represents guidelines only and that the City reserves the right to modify, amend or terminate these policies at any time.

I understand that these policies are not a contract of employment, express or implied, or a guarantee of employment for any specific duration between me and the City and I should not view it as such.

I acknowledge receipt of these policies and have read and understand their contents.

Employee's
Signature _____ Date _____

Printed Name _____

Article	Section	Article Number and Subject	Comments
Various	Various	Minor corrections/clarification - not material changes	
Article III	III. DEFINITIONS		
	Definitions	Fit For Duty - Expanded definition to provide greater clarity about what it means to be "fit for duty". Flex Time - Added a definition to describe what flex time means. Remote Work - Added new definition of Remote Work	Added and expanded definitions.
Article IV	IV. EMPLOYMENT POLICIES		
	Recruitment and Selection	"Hiring managers may use an existing applicant pool from a recruitment that occurred no more than six (6) months prior to identify and interview candidates to fill a vacant position in a same job classification	Added language to provide more flexibility to hiring manager so that they can utilize recent candidate pool from previous recruitments.
Article V	GENERAL WORKING CONDITIONS AND PERSONNEL ADMINISTRATION		
A.	Working Hours	An employee, with approval of the supervisor, may On occasion an employee may request to flex their time and adjust flex/shift their regular work schedule to facilitate dental, doctor and similar appointments that fall within their workday. Flexing a schedule Approval of flex time will be based on specific need or circumstance and is not intended to occur on a regular basis. <u>Any change to an employee's schedule must be approved by their supervisor.</u>	Provides clarity that an employee may flex their work schedule, with supervisor approval, to accommodate personal needs
B.	Breaks Lunch and Rest Breaks	...In addition, employees are entitled to a paid <u>fifteen-minute</u> rest break...	Increased break time from 10 - 15 minutes to be consistent with CBA
C.	Overtime	...Overtime shall be paid for in increments of fifteen (15) minutes. Employees who have been authorized to flex their work schedule do not incur overtime for the hours worked beyond their normally scheduled shift on the approved flex days(s)...	Added language to provide clarity and consistency with CBA. Current handbook does not contain reference to what increments of time overtime is recorded

Article	Section	Article Number and Subject	Comments
D.	Standby	<u>...The Employee must remain Fit for Duty for the entire period of their standby duty.</u>	Additional language added to be consistent with CBA and to clarify expectation of employee when they are on standby
E.	Callback	<u>...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.</u>	Additional language added to be consistent with CBA. Accounts for possibility of resolving issues remotely and compensation that will be paid in these situations
G.2	Twelve Hour Shift - Shift Differential	<u>In recognition of the inconvenience of having to work unusual hours with very little notice and under conditions that are generally difficult due to weather or other uncomfortable conditions, employees assigned to the declared 12-hour shift shall receive an additional \$3 per hour shift differential for all hours worked beyond their normal assigned shift. Employees assigned to the night shift 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.</u>	Adding provisions from the CBA so that we are consistent in our language and application
G.2.4.	Alternative Night Shift Premium	<u>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 are not eligible for Alternative Night Shift Premium.</u>	Provides compensation for situations where an employee is required to perform work outside of their designated 12 hour shift.

Article	Section	Article Number and Subject	Comments
H.	Remote Work	<p><u>Regular on-going Remote Work requires an agreement between the employee and the supervisor. Remote Workers must comply with all of the terms and conditions outlined in the City's Remote Work policy and Agreement established. A Remote Work agreement may</u></p> <p><u>Regular on-going Remote Work requires an agreement between the employee and the supervisor. Remote Workers must comply with all of the terms and conditions outlined in the City's Remote Work policy and Agreement established. A Remote Work agreement may be modified or revoked by management, with notice to the Remote Worker, at any time.</u></p>	Adding reference to new Remote Work policy
I.3.	Inclement Weather and Natural Disaster	In the event that the City Manager advises employees not to report to work or to leave early due to inclement weather, natural disaster, <u>or other event that results in the unplanned closure of a City facility</u> , such time off will be paid time off and not charged to accrued vacation leave or compensatory time	Provides for additional situations that may result in the closure of a City facility
L.	Employee Education, Training and Development	<p><u>Employee Education, Training and Development</u></p> <p><u>It is the intent of the City to provide education and training opportunities to employees so that they can increase their job related skills and maximize performance. Regular employees may request reimbursement for and/or seek payment of registration and tuition fees associated with educational courses and training directly related to the employee's job function or professional development goals</u></p>	Consolidated and simplified the language

Article	Section	Article Number and Subject	Comments
L.1	Academic Courses	<u>Academic Courses: Employees may request reimbursement for or payment of registration fees and tuition fees when taking courses from an accredited vocational school, college or university. Courses must be reasonably related to the employee's current job function or must be in alignment with the employee's professional development goals, as documented in the employee's Professional Development Plan. Tuition reimbursement is limited to six credit hours per semester or nine credit hours per quarter, and must be approved in advance by the supervisor. Courses are not to interfere with the employee's work schedule and must be taken on the employee's own time. Reimbursement is contingent upon departmental budget and funding resources, and achieving a passing grade.</u>	
L.2.	Non-Academic Courses, Conferences & Training	<u>Non-Academic Courses, Conferences & Training Employees may request reimbursement for or payment of registration fees for training, workshops, or conferences that, in management's opinion, is related to the employee's job duties and will enhance their job skills. Funding is limited and subject to Department Director approval and budgetary resources. Employees who have received educational funding support from the City, but fail to attend the workshop/conference, or do not complete the training, may be asked to reimburse the City for any costs incurred.</u>	Added language to show support for employee learning and development.

Article	Section	Article Number and Subject	Comments
M.3.	Pregnancy Accommodation & Accommodations after Birth of Child	<p><u>Employees who have health conditions related to pregnancy can request workplace accommodation recommended by their physician in form of leave, schedule adjustment, workplace or working conditions adjustments.</u></p> <p><u>Accommodation requests related to more frequent breaks or limitations for lifting object over 17 pounds do not require medical documentation.</u></p> <p><u>Eligible employees may request a reasonable amount of time during the work shift to express breast milk for a nursing child within one year after the child's birth.</u></p>	Updated language to remain current with description provided in leave law
VI	BENEFITS		
E.	Vacation Accrual Table	Addition of two (2) vacation days after achieving 20 years of service with the City.	Employees can now earn up to 25 days of vacation per year after completing 20 years of service with the City
G.	Observed Holidays	Addition of Juneteenth (June 19) as an official holiday for the City	Adds an 11th holiday that is recognized by the City
H.4.	Other Accrued Leave as an Extension of Sick Leave	<u>Earned leave may be used 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.</u>	Codifies practice of allowing employees to use other earned leave accruals after exhausting all of sick leave.
J.	Donated Leave	<u>Upon an employee's request</u> , a Department Director, after consulting with Human Resources, may recommend that the City Manager allow a regular employee to receive donated sick leave from another regular employee. The City Manager may approve the donated leave if they find that the employee meets all of the following criteria.	Allows an employee to make a request for donated leave to their Department Director

Article	Section	Article Number and Subject	Comments
J.2.	Donation	An employee may donate up to 25 hours annually of their sick leave <u>and vacation</u> balance. An employee is not eligible to donate sick leave hours unless a balance of 80 hours will be maintained. An employee may also choose to donate accrued vacation leave...	Caps donated leave at 25 hours of either sick leave and/or vacation.
K.	Paid Family and Medical Leave	Updated name of Supplemental Paid Family Leave	



EMPLOYEE HANDBOOK

Last updated: 09/01/21
Council Resolution No.482

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I. INTRODUCTION

The Handbook is prepared so that employees will better understand how the City operates and what is expected of employees. It is a summary of the City's personnel policies and practices and is intended as a general guide to how the organization functions. We want to create a work environment that allows individuals to maximize their contribution to the organization and results in personal satisfaction. We believe that when consistent personnel policies are known and communicated to all, the chances are increased for greater job satisfaction.

While the City hopes that the employment relationship will be positive, things do not always work out as planned. Either party may decide to terminate the employment relationship. No supervisor, manager or representative of the City, other than the City Manager, has the authority to enter into any agreement with an individual for employment for any specified period or to make any promises or commitments contrary to the contents of this handbook. This handbook is not intended as a contract, express or implied, or as a guarantee of employment for any specific duration. As the need arises, the City may from time to time modify these policies. The City also reserves the right, at its sole discretion, to depart from the guidelines outlined in this handbook, in order to meet the business needs of the City. If an employee of the City, has any questions about any of the City's policies, they should direct those questions to their supervisor or the Human Resources Department.

II. APPLICABILITY AND AUTHORITY

A. Applicability

This Handbook is applicable to all employees except the City Manager who serves at the discretion of the City Council and except where specifically stated otherwise.

B. At-Will

At-will positions include specific senior management positions designated by the City Manager; temporary, extra help and limited term positions; and regular employees who have not yet completed the orientation period. No provisions of this Handbook shall change at-will status.

C. Local, State, Federal Law or Collective Bargaining Agreement

In cases where these policies conflict with local, state, federal law, or a collective bargaining agreement, the provisions of local, state, federal law, or collective bargaining agreement will govern. If any provision of these policies or their application to any person or circumstance is held invalid, the remainder of the policies will not be affected.

D. Authority

Authority to take personnel actions is vested in the City Manager. This authority shall include but not be limited to hiring, promoting, demoting, evaluating, reclassifying and terminating employees. Authority for personnel actions is frequently delegated to Department Directors and immediate supervisors; however, all such actions must be coordinated through Human Resources.

III. DEFINITIONS

A. Accrued Leave

Leave accruals earned but not yet taken including: sick leave, vacation leave, comp time, management leave, or personal days.

B. Alternative Work Schedule

A work schedule which is different from the standard 8:00 a.m.– 5:00 p.m. Monday to Friday schedule.

C. Anniversary Date

The date used for the purpose of calculating leave benefits and length of service. Usually the anniversary date is the date the employee began work for the City, but adjustments to the anniversary date shall be made proportionate to any unpaid time off.

D. Break in Service

The period between the date an employee separates from employment with the City and the date the employee is rehired.

E. Callback

All time worked in excess of a scheduled shift, which is not an extension of that shift, and is unanticipated, unforeseen, and not a regular function of the employee's work schedule.

F. City

The City of Shoreline, Washington.

G. City Manager

The individual appointed by the City Council to serve in this capacity or their designee.

H. Core Hours

Those hours during which City offices are open to the public and during which staffing is available to provide service to our customers. Core hours for the City are 8:00 a.m. to 5:00 p.m. Monday through Friday. Individual departments may establish different core hours for purposes of performing their operations with City Manager approval.

I. Demotion

Any case where a regular employee moves to an ongoing regular position in a classification in a lower salary range, except for such movement resulting from a compensation study or salary survey.

J. De Facto Parent

A person who has had their parental rights and responsibilities determined by a court as to a child for whom they are not the legal parent, whether biological, adoptive or otherwise.

K. Department Director

An individual appointed by the City Manager to serve as Assistant City Manager, Administrative Services Director, City Attorney, Human Resources and Organizational Development Director, Recreation, Cultural and Community

Services Director, Planning and Community Development Director. or Public Works Director, or designee.

L. Domestic Partner

The individual named in a current, valid Affidavit of Marriage/Domestic Partnership on file with the City's Human Resources Department. The Partnership may be of the same or opposite sex and must satisfy the following criteria:

- Partners shall not be part of another Domestic Partnership or marriage,
- Partners shall be mentally competent, 18 years of age or older, not related by blood closer than permitted for marriage under RCW 26.04.020.1a and .2.
- Partners share a regular and permanent residence and living expenses.

M. Drugs

Includes any substance which is controlled in its distribution by federal or state law, including but not limited to, narcotics, depressants, stimulants, hallucinogens, cocaine and cannabis. This does not include prescription and over-the-counter medication used according to prescription or consistent with standard dosage.

N. Employment Status Definitions

1. Regular Full Time

A regular position established by the City budget that is expected to be ongoing and to work a 40-hour week.

2. Regular Part Time

A regular position established by the City budget that is expected to be ongoing and to work at least 20 but less than 40 hours per week.

3. Limited Term

A position that has a specific end date, works 20 or more hours a week and is not Extra Help. The maximum term is limited to three years.

4. Extra Help

A position that is employed in activities related to seasonal programs, variable intermittent workloads, short duration, or ongoing work of less than 20 hours a week, further defined below.

a) Seasonal

Work that is seasonal beginning approximately the same season of each calendar year, customarily less than six months in duration.

Maximum Hours:

- 1,040 hours a year with no limit on weekly hours if all work is seasonal.
- If some of the work is not seasonal then all hours worked count toward a maximum average of 29 per week in the first 3 months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

b) Variable-hour

Work that is not seasonal but is intermittent and/or hours that are unpredictable from week to week.

Maximum Hours:

- 1,040 a year and
- an average of 29 per week during the first 3 months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

c) Less than 20 Hours Ongoing

Work that is ongoing and consistent with few hours but regularly scheduled each week.

Maximum Hours:

- 1,040 a year and
- an average of less than 20 hours per week during the first 3 months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

O. ESD

Washington State Employment Security Department

P. Exempt Employee

An employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) as defined by that Act or applicable state law and designated as such by the City Manager. Exempt positions are so indicated on the salary table adopted by the City Council and often referred to as salaried employees.

Q. Fit for duty

Physically and mentally capable of safely performing the essential functions of the job, this includes not being under the influence of nor impaired by alcohol, marijuana, certain prescription medications, illegal substances, or other drugs and medications that impact one's physical or mental capacity.

R. Flex Schedule

A work schedule that permits flexible starting and quitting times or other alternative work schedules within limits set by the respective Department Director.

S. Flex Time (new definition)

Adjusting one's work day schedule on a specific occasion, but making up that time either by coming into work early or staying late the same day or on another day during that same work week so that they may take care of personal needs.

T. FMLA

Family and Medical Leave Act enacted by the U.S. Federal Government.

U. FMLA Covered Family Member

An employee may use FMLA to care for the following family members: employee's child, parent, or spouse. An employee may also use FMLA to care for next of kin who has a serious health condition as a result of military service.

V. Furlough

A temporary reduction of work hours due to a lack of work, shortage of funding, or for other business reasons.

W. Immediate Family

Unless defined otherwise in these policies, immediate family is:

- A spouse or domestic partner.
- A child, parent or sibling of the employee
- A child, parent or sibling of the employee's spouse or domestic partner,

Note: Child includes adopted, biological, foster, grand, step, child of a legal guardian or a person standing in loco parentis or a de facto parent; regardless of age or dependency status. Parent includes adoptive, biological, foster, grand, step and a person who was a legal guardian or stood in loco parentis or was a de facto parent. Sibling includes adopted, biological, foster, or step.

In appropriate circumstances, an employee may believe that another individual should be considered a member of the immediate family for the purpose of applying these policies. The employee shall make a written request explaining to Human Resources why the employee believes that this individual should be considered a member of the immediate family. If Human Resources concurs, they shall forward a recommendation to the City Manager for approval. The City Manager shall decide to approve or deny the request. If the definition of immediate family is different in certain approved benefit plans or policies, the provisions of those plans or policies will govern.

X. Insubordination

Expressed hostility or contempt for an employee's supervisor or willful disregard of a supervisor's reasonable directive.

Y. Intern

A position that is a form of on-the-job training that may be either voluntary or on paid status.

Z. In Loco Parentis

A person who acts in the place of a parent with legal responsibility to take on some of the functions and responsibilities of a parent.

AA. Non-Exempt Employee

An employee covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, often referred to an hourly employee.

BB. Base Pay Rate

Pay for scheduled hours of work at 1.0 (one) times the hourly rate of pay.

CC. PFML

Paid Family and Medical Leave enacted by and administered through the State of Washington.

DD. PFML Benefit Payment

Weekly wage replacement benefit paid an employee who is enrolled in and receiving leave benefits through the State of Washington Paid Family and Medical Leave (PFML).

EE. PFML Covered Family Member

An employee may utilize Paid Family and Medical Leave to care for the following family members: employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, sons and daughters-in-law, and the employee's spouse or domestic partner.

FF. PFML Qualifying Period

A qualifying period is the first four of the last five completed calendar quarters or, if that does not get the employee to the required 820 hours, the last four completed calendar quarters immediately preceding the application for leave.

GG. Promotion

Any case where a regular employee moves to a different classification on an ongoing basis in a higher salary range, with the exception of such movement resulting from a compensation study or salary survey.

HH. Remote Work

A discretionary, management approved alternative work arrangement in which an employee spends some portion of their regular work schedule working from an alternative work location

II. Separation from Service

Any case where employment ends through death, retirement, resignation, layoff or other reason that results in a termination of employment.

JJ. Standby

Specific assignment of an employee during off-hours to be available to come to work if needed. Standby is not considered as time worked.

KK. Step Increase Date

The date that is used for the purpose of step increase. Usually the step increase date is the date the employee began work in their current position, but adjustments shall be made proportionate to any unpaid time off.

LL. Supplemental Benefit

The use of accrued leave or Supplemental Paid Medical and Family Leave to cover the difference (gap) between the partial wage replacement payment provided through Washington State Paid Family and Medical Leave and an employee's regular full pay check.

MM. Time in Paid Status

The period of hours during a pay cycle for which an employee receives compensation including hours worked, vacation, sick, holiday, management, personal or other paid leaves.

NN. Transfer

Any case where a regular employee moves to a different classification on an ongoing basis in the same salary range as the classification they are moving from.

OO. Waiting Period

The time period between when one is approved for Paid Family and Medical Leave benefits and when one receives their first wage replacement check

PP. Work Location

Work locations are the places employees work. The locations include city-owned buildings, adjacent structures and parking lots, and grounds. Current work locations include:

City Hall: 17500 Midvale Avenue North

Hamlin Park Maintenance Yard: 16006 15th Avenue N.E.

Linden Maintenance Facility: 17505 25th Avenue NE

North Maintenance Facility: 19547 25th Avenue NE

Richmond Highlands Recreation Center: 16544 Fremont Avenue N

Spartan Recreation Center: 202 NE 185th Street

QQ. Work Week

A fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The standard workweek for employees consists of the period from 12:01 a.m. Sunday to 12:00 midnight the following Saturday. Other regular work weeks may be established, but where a different work week is required, the City Manager will define an appropriate work week and communicate that to the employees.

RR. Y-Rating

The continuation of a regular employee's salary above the highest step of a salary range when a classification is reassigned to a lower salary range as a result of a market survey or other factors.

IV. EMPLOYMENT POLICIES**A. Recruitment and Selection****1. External and Internal Recruitment**

Job Posting and Application: Open positions will be posted on the City's web page with links to the application process. The opening will be posted for a minimum of five working days. To ensure internal employees are aware of an open position, Human Resources will announce openings through email.

Hiring managers may use an existing applicant pool, from a recruitment that occurred no more than six (6) months prior, unless otherwise approved by the

City Manager, to identify and interview candidates to fill a vacant position in a same job classification

Selecting Candidates for an Interview: The hiring manager will review the applications and identify candidates that will proceed to an interview. Additionally, all regular employees who applied will be granted an interview if they possess the experience, training, and other qualifications listed in the job announcement.

Selecting the Best Candidate: The City's policy is to hire the best candidate for any job vacancy. The best candidate is an applicant who meets the qualifications for the position and has the strongest match between their knowledge, skills and abilities and the work responsibilities of a position. The best candidate will be determined based upon a review of application materials, the results of tests and/or background checks required by positions, an evaluation of responses to interview questions, and favorable references.

2. Internal Recruitment Only

The Department Director, after consultation with the Director of Human Resources, will determine if an opening will be available internally only. All employees who are currently working for the City would be considered internal applicants.

Job Posting and Application: Human Resources will announce openings through email, directing interested employees to apply through the City's web page with links to the application process. The opening will be posted for a minimum of five working days.

Selecting Candidates for an Interview: The hiring manager will review the applications and identify candidates that will proceed to an interview. All regular employees who applied will be granted an interview if they possess the experience, training and other qualifications listed in the job announcement.

Selecting the Best Candidate: The City's policy is to hire the best candidate for any job vacancy. The best candidate is an applicant who meets the minimum qualifications for the position and has the strongest match between their knowledge, skills and abilities and the work responsibilities of a position. The best candidate will be determined based upon a review of application materials, the results of tests and/or background checks required by positions, an evaluation of responses to interview questions, and favorable references.

If there is not an internal candidate who has a strong match between their knowledge, skills and abilities and the work responsibilities of the position, the position may be re-posted and made available to external applicants.

B. Reference Checking

All requests for information regarding past or present employees shall be directed to the Human Resources Department. Human Resources will then release information stating job title, length of service and eligibility for rehire. If the employee has signed a statement releasing the City from liability, additional information may be given.

C. Subpoenas and Depositions

Sometimes an employee may receive a notice that they are being subpoenaed regarding City business, such as being required to give a deposition. If an employee receives such a notice directly, the employee is to immediately notify the City Attorney's office. The City Attorney's office will assist the employee in preparing for the deposition and will accompany the employee to the deposition, providing the appropriate support for the employee during the deposition as provided by court rule and law.

D. Prohibited Political Activities – Code of Ethics, Appendix A

While all employees have the right to participate in political or partisan activities of their choosing, employees are stewards of the public's trust in matters of City government. Political activity may not adversely affect the responsibilities of employees in their official duties. Because of the sensitive nature of the services in which the City is engaged, the following activities are prohibited:

1. Use of City Resources, Property, Authority and Influence

Employees may not campaign on City time or in City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities. Employees may not use City authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.

2. Coercion

Employees may not directly or indirectly coerce, attempt to coerce, or command a state or local officer or employee to pay, lend, or contribute anything of value to any party, committee, organization, agency, or person for political purposes.

3. Elected Office, Commission or Board Service

Employees may not serve as an elected official of the City, a member of a City commission, or a member of a City board while an employee of the City. Employees that serve as an elected or appointed official for another governmental entity must comply with the provisions and restrictions of this subsection D.

4. Conflict of Interest

If there is a conflict of interest between an employee's elected position outside of the City and their position with the City, the employee must resign from one of the positions.

Violation of any part of this policy may be grounds for disciplinary action, up to and including termination.

E. Prohibited Personal Gain - Code of Ethics, Appendix A

The following standards are established for all City employees for conducting business within the guidelines of the Code of Ethics and providing friendly and courteous service to the public. The Code of Ethics is located in Appendix A of this manual.

Employees are prohibited from:

1. Receiving proceeds or having any financial interest in any sale to the City of any service or property when such proceeds or financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service.
2. Soliciting or accepting anything of economic value as a gift, gratuity, or favor from any person, firm or corporation involved in a contract or transaction which is or may be the subject of official action of the City, provided that the such prohibitions shall not apply to:
 - a) Attendance at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where attendance is appropriate as a staff representative.
 - b) An award publicly presented in recognition of public service.
 - c) Attendance at a hosted meal where general information is being presented, but where no active consideration of a contract is being discussed.
 - d) Advertising items of no material value which are widely distributed to others under essentially the same business relationship with the donor or any other gift that is deemed by the City Manager to be of insignificant value such that it does not present a conflict of interest.
3. Disclosing confidential information (except as provided for under public disclosure regulations), participating in the making of a contract, accepting private employment, or providing private services that would be in conflict or incompatible with the performance of official duties as a City employee.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

F. Employee Orientation

Upon hire or appointment, the Department Director, or their designee and Human Resources shall be responsible for the orientation of the new employee.

Orientation may include explanation of the organization and services of the City, work and safety rules, personnel manual and procedures, departmental rules and procedures, completion of payroll forms and introduction to other City personnel.

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. Upon the recommendation of the Department Director and the Human Resources Director, the orientation period may be extended up to an additional 6 months at the discretion of the City Manager.

The orientation period is part of the selection process and affords the employee and the City an opportunity to evaluate whether the match between the job and the employee is appropriate.

An employee may be discharged without cause or notice prior to the completion of the orientation period. Successful completion of the orientation period means a regular employee is no longer at-will; however, this should not

be construed as creating a contract or as guaranteeing employment for any specific duration.

This section shall not apply to specified senior management positions, temporary, extra help, and limited term positions.

2. Orientation Period for Promoted, Demoted or Transferred Employees

A promoted, transferred or demoted employee shall serve a 3-month orientation period in the new position, if they have never worked in nor served an orientation period in the classification previously. Upon the recommendation of the Department Director and the Human Resources Director, the orientation period may be extended up to an additional 3 months at the discretion of the City Manager.

The promoted, transferred, or demoted employee may be removed from the new position at any time prior to the completion of the orientation period by the Department Director giving written notice of failure to complete the orientation period. The Department Director shall consult with Human Resources before making the decision to remove an employee.

If involuntarily removed from their current position, the employee may return to the position from which they promoted or transferred from, provided that the position is vacant and the employee has provided a written request to the Department Director for the former position. This request must be provided within 5 days of the notice of failure to complete the orientation period.

During the orientation period, the promoted or transferred employee may request to voluntarily return to the former position by making a written request to the Department Director for the former position. If the position has not yet been filled, the Department Director, after consulting with Human Resources and any other affected department, may approve the return.

G. Equal Employment Opportunity

It is the intent of the City to provide equal employment opportunity for all employees and applicants for employment without regard to race, color, religion, gender, national origin, marital status, age, sexual orientation or disability (as defined under state and federal law). This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training. If an employee believes that their rights under this provision have been violated, they should follow the complaint reporting and resolution process outlined in the Section IV.I, Discrimination Complaint Procedure.

H. Prohibition of Discrimination and Harassment

The City expressly prohibits any form of unlawful discrimination or harassment based on race, color, religion, sex, national origin, marital status, age, sexual identity, sexual orientation or disability (as defined under state and federal law) which includes behavior by co-workers, supervisors, vendors, citizens, or any other individual or group with whom an employee may come in contact in the

course of their job duties. Improper interference with the ability of employees to perform their jobs will not be tolerated.

With respect to sexual harassment, the City expressly prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - b) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - c) Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, and other sexually oriented statements or displays.

I. Discrimination or Harassment Complaint Procedure

Each member of management is responsible for creating and maintaining an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of all co-workers.

If an employee believes they have experienced any job related discrimination or harassment based upon sex, race, color, religion, national origin, marital status, age, sexual orientation or disability, or believe they have been treated in an unlawful, discriminatory manner, the employee should promptly:

1. Report the incident to their supervisor. The supervisor will immediately report the information to the Department Director who will consult with Human Resources and together they will determine how to investigate the matter and ensure that appropriate action is taken. Human Resources shall also report the information to the City Manager.
 - a) If an employee believes it would be inappropriate to discuss the matter with their supervisor, the employee may bypass the supervisor and report the complaint directly to the Department Director or to Human Resources or to the City Manager. The person receiving the report shall consult with other appropriate parties, and together they will determine how to undertake an investigation and ensure appropriate action is taken.
2. The complaint will be kept confidential to the extent possible.
3. If the City determines that an employee is guilty of harassing or discriminating against another employee, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.
4. The City prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation.
5. Any employee who makes a complaint in bad faith, who provides false information regarding a complaint, or who engages in any form of retaliation, will be subject to disciplinary action, up to and including termination.

J. Employment of Immediate Family

1. Members of the immediate family of City elected officials will not be employed by the City in any capacity.
2. Members of the immediate family of employees will not be hired if:
 - a) One individual would have the authority or power to influence decisions, supervise, hire, remove or discipline the other;
 - b) One individual would be responsible for financially auditing the work of the other;
 - c) One individual would handle confidential material that creates improper or inappropriate exposure to that material by the other; or
 - d) The member of the immediate family would be employed in the same department as the employee with the following two exceptions:
 - (1) Extra help employees may be employed in the same department as an immediate family member if no conflict of interest exists, including those outlined above.
 - (2) Spouses may be employed in the same department if no conflict of interest exists, including those outlined above.
3. If two employees marry, enter into a domestic partnership or become related, and in the judgment of the City Manager, the problems noted above exist or could exist, one of the employees will be required to terminate employment unless some step can be taken to eliminate the problem. The decision to define and implement steps to eliminate the problem is at the sole discretion of the City Manager. A decision as to which employee will remain must be made by the two employees within 30 days of the date they marry, enter domestic a partnership or become related. If the parties do not make a decision within 30 days, the City Manager shall make the determination.

K. Personnel Files

Official personnel files are maintained by Human Resources. An employee has the right to inspect their personnel file at reasonable times during regular business hours. An employee wishing to see their personnel file should contact Human Resources. An employee has the right to have a copy of any information in their personnel file.

Personnel files are kept confidential to the maximum extent permitted by law.

L. Reporting Improper Governmental Action and Protecting Employees against Retaliation

1. It is the policy of the City to encourage reporting by City employees of improper governmental action and to protect City employees who have reported improper governmental action in accordance with City policy by providing remedies for retaliation.
2. **Key Definitions:**
 - a) **Improper Governmental Action** is any action by a City officer or employee that is:

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

- b) **Retaliatory Action** means (a) any adverse change in a City employee's employment status, or in the terms and conditions of employment including: denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reductions in pay, denial of promotion, suspension, dismissal, or any other disciplinary action, not independently justified by factors unrelated to the reporting of improper government action; or (b) hostile actions by another employee that were encouraged by a supervisor or manager.
- c) **Emergency** means a circumstance that, if not immediately changed, may cause damage to persons or property.

3. **Reporting Mechanism**

- a) An employee who becomes aware of improper governmental action shall report the action to the Department Director. If the employee reasonably believes that the improper governmental action involves the Department Director, then the employee shall report the action to the City Manager. If the employee reasonably believes that the improper governmental action involves the City Manager, then the employee shall report the action to the Mayor. The person receiving the report shall notify the City Attorney. In an emergency, the employee may report the improper governmental action directly to the government agency with responsibility for investigating the improper action.

4. **Investigation**

- a) The person receiving the report shall confer with the City Attorney and they shall agree upon an appropriate method of investigation. The person receiving the report shall ensure that prompt action is taken to properly investigate.

5. **Confidentiality**

- a) The investigation should be conducted as confidentially as possible. Until the investigation is final, the identity of all employees involved shall be kept confidential to the extent permitted by law. At all times, the identity of the reporting employees shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of their identity in writing.

6. When the investigation is completed, the person receiving the report shall advise all employees involved in the investigation of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.
7. If an employee fails to make a good faith attempt to follow the provided reporting mechanism, the employee shall not be entitled to receive the protection against retaliation provided by this policy. Any false or frivolous claims or reporting will be subject to disciplinary action up to and including termination.

8. Protection against Retaliatory Actions

The City is prohibited from taking retaliatory action against an employee because they have in good faith reported an improper government action in accordance with this policy.

- a) An employee who believes they have been retaliated against shall provide written notice of the charge of retaliatory action to the City Manager (or to the City Attorney if the charge is against the City Manager) within 30 days of the alleged retaliatory action. The notice shall specify the alleged retaliatory action and the relief requested.
- b) The City Manager shall have 30 days to respond to the charge.

9. Appeal to the State

Upon receipt of the City Manager's response, or after the 30-day response period, the employee may request a hearing before a state administrative law judge for the purpose of establishing that a retaliatory action occurred and to obtain appropriate relief provided by law. The employee must submit the request for a hearing to the City Manager within 15 days of delivery of the City Manager's response, or within 15 days after the response period has expired. Within 5 working days of receipt of a request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge (ALJ).

10. Relief Granted Under The Act

- a) Reinstatement, with or without pay.
- b) Injunctive relief necessary to return the employee to the position they held before the retaliatory action and to prevent the recurrence of retaliation.
- c) Costs and reasonable attorneys' fees.
- d) Penalty assessed against each individual retaliator or up to \$3,000 plus recommendation to City Manager that retaliator be suspended or dismissed.
- e) State law does not provide for general economic damages or damages for emotional distress.

11. List of Agencies

The following is a partial list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures

for reporting improper governmental action are encouraged to contact the following:

City of Shoreline

City Attorney or
City Manager
Shoreline City Hall
17500 Midvale Ave. N.
Shoreline, WA 98133
206-801-2700
Web: www.shorelinewa.gov

King County

Ombudsman or
Prosecuting Attorney
516 Third Ave
Seattle, WA 98104
206-477-1050 or
206-296-9000
Web: www.kingcounty.gov

State of Washington

Auditor's Office
302 Sid Snyder Avenue SW
Olympia, WA 98504-0021
Web: www.sao.wa.gov

Human Rights Commission
711 South Capitol Way, St 402
Olympia, WA 98504-2490
Web: www.hum.wa.gov

Dept. of Ecology
3190 - 160th SE
Bellevue, WA 98008-5852
Web: www.ecy.wa.gov

Dept. of Labor & Industries
PO Box 44000
Olympia, WA 98504
Web: www.lni.gov

M. Outside Employment

1. The City expects that it shall be the primary employer for all regular employees. Therefore, employees shall not engage in employment or render services for pay for any public or private interest (including self-employment) when such activity may:
 - a) Occur during working hours;
 - b) Detract from the efficiency of the employee while performing City duties;
 - c) Constitute a conflict of interest or create an appearance of impropriety as determined by the City Manager;
 - d) Utilize confidential information or contacts made during City employment which would give an unfair insider advantage or would otherwise be an inappropriate use or disclosure of such information or contacts;
 - e) Take preference over extra duty required by City employment;
 - f) Interfere with emergency callout duty;
 - g) Tend to impair independence of judgment or action in performance of official duties;
 - h) Involve the use of any City resources such as copiers, telephones, supplies, other equipment, or time; or
 - i) Interfere in any other manner with the employee's provision of quality customer service.
2. In order to protect the interests of both the City and the employee, it is important that an employee and their Department Director have an opportunity to discuss any outside employment with the goal of avoiding any possible conflicts between the City and the other employment.
 - a) Prior to engaging in any outside employment, an employee shall provide their Department Director with written notice of his or her intent to engage in the outside work. If an employee is unsure as to these criteria or the effect

of their outside employment, they should consult with their Department Director or the Human Resources Director for clarification.

- (1) After receiving the employee's request, the Department Director shall consult Human Resources and if the request complies with this policy, the Director may approve the outside employment.
 - (2) If the Department Director, in consultation with the Human Resources Director, determines that the outside employment interferes with or reduces the efficiency of City employment, then the Director shall recommend to the City Manager that the request to engage in the employment shall be denied.
- b) After considering the employee's written request and the recommendation of the Department Director and Human Resources, the City Manager shall make a decision approving or denying the request.
3. Failure to comply with these provisions concerning outside employment may be grounds for disciplinary action, up to and including termination.

V. GENERAL WORKING CONDITIONS AND PERSONNEL ADMINISTRATION

A. Working Hours

1. The workweek for regular, full-time employees is 40 hours. The daily hours of work shall be set by the Department Director with respect to each department as necessary for the efficient operation of the City. Employees may be requested to work different schedules, including varying shifts, weekends, holidays and overtime to meet the needs of the City or of specific departments. Varying schedules or overtime may also be required in emergency situations as defined by the City Manager.
2. Employees may request to work a flex schedule or to job share. Flex schedule and job share arrangements may not interfere with efficient City operation and must provide for effective service delivery. Flex schedules and job share must be approved by the Department Director, after consultation with Human Resources.
3. On occasion an employee may request to flex their time and adjust their regular work schedule to facilitate dental, doctor and similar appointments that fall within their workday. Approval of flex time will be based on specific need or circumstance, is not intended to occur on a regular basis and is not to result in overtime. Any change to an employee's schedule must be approved by their supervisor.

B. Breaks

1. Lunch and Rest Breaks

All employees working an 8-hour day shall be entitled to at least a one-half hour unpaid meal period within five hours of the beginning of their shift and scheduled as close to the midpoint of the day as possible. In addition,

employees are entitled to a paid fifteen-minute rest break for each four hours of working time. Employees who are able to take a break as needed do not have to take a formally scheduled break and it is the employees' responsibility to take these breaks. Breaks shall be arranged so as not to interfere with normal business operations. All lunch and rest breaks should be taken away from the employee's immediate work area. Breaks cannot be combined or saved until the end of the day in order to arrive at work late or to leave work early.

2. Lactation Breaks

For one year after her child's birth, nursing employees are allowed to take reasonable breaks to express breast milk whenever the nursing employee feels it is necessary to do so. A private space for this purpose will be established at all City work locations. For more information on the designated lactation space, an employee should contact her supervisor or Human Resources.

C. Overtime

This section applies to non-exempt employees. Employees will receive compensation for approved time in paid status in excess of 40 hours in a work week. Overtime shall be paid for in increments of fifteen (15) minutes. Employees who have been authorized to flex their work schedule do not incur overtime for the hours worked beyond their normally scheduled shift on the approved flex days(s). Employees who have been authorized for and who earned overtime will be paid at one and one-half the regular hourly rate of pay. All overtime must be authorized in advance by the supervisor.

D. Standby

This section applies to non-exempt employees. A department may assign an employee who may be needed to work during off-hours to be on standby. Standby assignment normally will be rotated among similarly situated employees. An employee placed on standby shall be provided with a cellular phone so that they may be reached to conduct official business. Each employee on standby will receive compensation at the currently established rate for those hours on standby, and this allowance will be suspended when callback commences. Standby is not to be counted as hours worked for purposes of computing overtime or eligibility to receive benefits. Employees on standby must make every attempt to report to work within 60 minutes, but no later than within 90 minutes of notification. If an employee on standby status fails to respond to a call to return to work, the employee may be subject to disciplinary action. The Employee must remain Fit for Duty for the entire period of their standby duty.

E. Callback

This section applies to non-exempt employees. Employees called back to work shall be paid a minimum of three hours at a rate of time and one-half. Hours worked on callback beyond the three-hour minimum shall be paid at the overtime rate of pay, unless such time is part of the employee's regularly scheduled work shift. . 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.

F. Compensatory Time

This section applies to non-exempt employees. Limited amounts of compensatory time may be granted. An employee who is in paid status more than 40 hours in a work week may earn compensatory time at one and one-half times the straight time, instead of paid overtime, when requested by the employee and approved by the employee's supervisor. Compensatory time may not accumulate beyond 40 hours and must be used within six months of award. Compensatory time not used within six months will be paid.

G. Twelve Hour Shift

This section applies to non-exempt employees. From time to time the City Manager may determine the need to assign City employees to work 12-hour shifts in order to effectively respond to inclement weather, natural disasters or other similar emergency events. The provisions of this policy apply in the case where the City Manager makes a declaration assigning employees to a "City Manager designated 12-hour shift".

1. Pay to transition assigned employees into the 12-hour shift. When employees are working at the time the City Manager declares a 12-hour shift, night shift employees shall be sent home with pay to rest and prepare for the night shift. This period of pay shall cover the time between the declaration of the 12-hour shift until the end of their regularly scheduled work day. Example: An employee is at work and is scheduled to work until 4:00 p.m. The employee normally takes a half hour lunch at noon. At 11:00 a.m. the City Manager declares a 12-hour shift. The employee, assigned to the night shift, is sent home at 11:00 a.m. to rest and report to work at 9:00 p.m. for the night shift. The employee receives 4½ hours pay—1 hour from 11:00 a.m. to noon and 3½ hours from 12:30 p.m. – 4:00 p.m.
2. Shift Differential. In recognition of the inconvenience of having to work unusual hours with very little notice and under conditions that are generally difficult due to weather or other uncomfortable conditions, 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 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.
3. Pay for meal breaks. During the declared 12-hour shifts, employees shall be paid for both required meal breaks.
4. Premium Pay for work on days when the City is closed. In the event that the City Manager closes the City for any period of time during any normal work day during the period of the declared 12-hour shift, any employee assigned to the 12-hour shift who works during the calendar day the City is closed shall receive straight time "comp time" for the standard operating hours that the City is closed, in addition to their pay for their shift. For the purposes of a full day City closure, the "time closed" shall be 8 hours.

Example:

- a) The City experiences severe snow storms and the City Manager declares a 12-hour shift beginning on Monday and the 12-hour shifts continue through the weekend. During the work week, due to the snow, the City Manager closes the City for the entire work day on Wednesday. In addition, the City Manager closes the City 2 hours early on Thursday to allow employees at work to drive home safely.
- b) Employee A is assigned to the night shift and works the night shift on both Wednesday and Thursday as scheduled. In addition to appropriate pay for the hours worked, Employee A will receive 10 hours of comp time. (8 hours for having worked on Wednesday and 2 hours for having worked on Thursday).
- c) Employee B is assigned to the day shift and works the day shift both Wednesday and Thursday as scheduled. In addition to appropriate pay for the hours worked, Employee B will receive 10 hours of comp time. (8 hours for having worked on Wednesday and 2 hours for having worked on Thursday).
- d) Employee C is assigned to the day shift and is scheduled to work both Wednesday and Thursday; however, Employee C works Wednesday but then calls in sick and does not work as scheduled Thursday. Employee C will receive 8 hours comp time. (8 hours for having worked on Wednesday but 0 hours for Thursday).

H. 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 and not a part of a 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 are not eligible for Alternative Night Shift Premium.

I. Remote Work

Regular, on-going remote work is allowed and is a discretionary, management approved alternative work arrangement in which an employee spends some portion of the workweek working from an alternative work location. Regular, on-going remote work requires an agreement between the employee and their supervisor. Employees working remotely must comply with all of the terms and conditions outlined in the City's Remote Work Administrative Policy. A remote work agreement may be modified or revoked by management, with notice to the employee working remotely, at any time.

J. Inclement Weather and Natural Disaster

1. The City is in the business of providing vital public services and therefore does not cease operations during times of inclement weather or natural disasters. The City may be the only organization providing essential services to citizens. Therefore, all employees are asked to make every reasonable effort to report to work during such times even if it is inconvenient.

2. A non-exempt employee who is unable to get to work or who leaves work early because of weather or natural disaster conditions may either charge the time missed against accrued vacation leave, compensatory time, or with approval, may take leave without pay for the time missed. Tardiness due to an employee's inability to report for scheduled work because of severe weather conditions may be allowed up to one hour at the beginning of the work day or at the discretion of the City Manager, or their designee. Inclement weather or natural disaster tardiness in excess of that allowed by the City Manager shall be charged as provided above.
3. In the event that the City Manager advises employees not to report to work or to leave early due to inclement weather, natural disaster, or other event that results in the unplanned closure of a City facility, such time off will be paid time off and not charged to accrued vacation leave or compensatory time.
4. In the event that the City Manager closes City Hall due to inclement weather, natural disaster, or other event that results in an unplanned closure, if directed by the City Manager, non-exempt employees who are available and report to work or continue to work shall either be paid time and one-half for the actual hours worked or be given compensatory time off, at another time mutually agreed upon by the employee and the supervisor.

K. Performance Planning and Appraisal

1. Each regular employee's performance will be reviewed by their supervisor on an ongoing basis. The City also has a formal performance appraisal system.
2. Employees who disagree with their formal performance appraisal may provide comments on the evaluation form itself and may also submit a rebuttal in writing that will be physically or electronically attached to a copy of their performance appraisal and kept in their official personnel file. Employees may also appeal pursuant to Section VII.L Complaint Resolution Procedure.

L. Classification and Compensation Plan

It is the policy of the City to maintain a comprehensive classification and compensation program. Within budget limitations, the City endeavors to pay salaries competitive with those paid within comparable jurisdictions and within the applicable labor market.

The City Manager shall be responsible for the administration of the classification and compensation plan. All changes in classifications and changes in assignment of classifications to salary ranges must be approved by the City Manager.

1. Job Classification

The Job Description and Salary Range assigned to the responsibilities of a position is the 'job classification.' A job description includes a job title and statements that define the position, including essential and marginal job functions and qualifications for knowledge, ability, experience and training. The experience and training qualifications in the job description are considered to be minimum qualifications. Salary range assignments are recommended by the Human Resources Director to the City Manager, with input from the

Department Director. Periodically, the City may revise job classifications as needed or as part of a compensation study.

2. Classification Review

Positions sometimes evolve as a result of changed duties and responsibilities assigned by a supervisor. A classification review studies these changes to determine if a different job description and salary range assignment is appropriate. Importantly, not all changes warrant a different salary range assignment. The majority of the assigned duties must be a different type or complexity that is compensated at a different level to warrant adjusting a position's salary range assignment.

a) Requesting a Classification Review

- (1) **Management Requested Classification Review:** A Department Director may request a classification review when planning to change the assigned duties of a position, or if they believe the position duties being performed are outside of the current classification specifications.
- (2) **Employee Requested Classification Review:** An employee who does not believe that their current classification accurately reflects the current duties of the position may request in writing to the Human Resources Director a classification review if it has been more than one year since the last classification review and the majority of duties have changed.

b) Performing the Classification Review

- (1) The Human Resources Department performs the classification review and will ask the requestor for updated job information which may include the use of a job analysis questionnaire.
- (2) After review by the Department Director and the Human Resources Director, any changes shall be recommended to the City Manager for reclassification as appropriate. The City Manager retains the final authority to approve or disapprove changes in classifications, within budgetary guidelines, and/or assignment of duties to employees.
- (3) Any changes resulting from a request for a classification review will be retroactive to the date of written submittal of the request for review to the Human Resources Director.
- (4) An employee who is reclassified is considered to have met the requirements of an orientation period and will not need to serve an orientation period in their newly reclassified position. If a classification review results in a denial of a change in classification but also results in a determination the employee was working out of class, the employee will be awarded out of class pay. The out of class pay will be effective on the date the employee submitted the written request for classification review and end on the date the Out-of-Class duties are no longer performed and will be based on the Out-of-Class Pay provisions noted in this handbook.

3. Steps and Increases

The compensation plan consists of salary steps ranging from 1 to 6, as reflected in the annual salary schedule. Step 0 is considered a training step. In general, there is a 2.5% difference between ranges, and a 4% difference between steps within a range.

Regular employees not at the top step are eligible for advancement to the next step annually. The step increase will be effective one year following the most recent step increase date. Once the top step is reached, the employee remains in the top step as long as the employee remains in that position.

4. Starting Rates of Pay

New employees generally will begin their employment at step 1 of the salary range for the position. At the request of a Department Director, the Human Resources Director may recommend to the City Manager that a new employee start at a higher step. The City Manager must give approval prior to offering a salary above step 1. Offers will be extended by either the Human Resources Department, the Department Director or their designee.

Circumstances that support hiring above step 1 include:

- a) Additional and directly applicable education or experience above the minimum requirements;
- b) Market conditions that support a higher starting salary;
- c) The proposed higher salary will not create inequities with existing internal salaries.

5. Promotion

A regular employee receiving a promotion shall be placed in the closest step in the new salary range that provides for at least a 5% increase, or the top step of the new salary range if there is not a step that allows at least a 5% increase. The employee's promotion date becomes the employee's new step increase date.

If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director concurs, they may recommend to the City Manager a higher placement.

Circumstances that support a placement greater than a 5% increase are:

- a) Additional and directly applicable education or experience above the minimum requirements;
- b) Market conditions that support a higher starting salary;
- c) The proposed higher salary will not create inequities with existing internal salaries.

6. Transfer

A regular employee receiving a transfer shall remain in the same step and retain the same step increase date.

7. Demotion

Disciplinary Demotion. If the demotion is a result of a disciplinary action, the employee shall be placed in the highest step in the new salary range that provides for a decrease. The demotion date will become the employee's new annual step increase date.

Any Other Demotion. If the demotion is a result of any reason other than discipline and the employee's current salary is within the new salary range, the employee shall remain at the same rate of pay until the employee's next step increase date. On the step increase date, if the employee has not reached the top step of the salary range, the employee shall move to the next step in the new salary range that provides for an increase. The employee shall retain the same step increase date.

If the employee's current salary is higher than the top step of the new salary range, the employee shall be placed in the top step of the new salary range.

8. Y-Rating

When a regular employee's position has been y-rated, the employee will remain at the same rate of pay until the salary range increases enough to include that rate. At that time, the employee shall be placed at the equivalent rate of pay on a step in the new range that does not result in a decrease. No Cost-of-Living Adjustment or step increase will be awarded during this period.

9. Pay Schedule

The City is on a bi-weekly pay schedule that provides the equivalent of 26 paydays during a standard year (52 weeks divided by two).

10. Out of Class Pay

When a Department Director or the City Manager assigns a regular employee substantially higher level duties that fall outside the scope of their job classification and the assignment exceeds ten (10) working days, the employee shall be paid an additional 5% for the entire period of the out-of-class work. The assignment and the out-of-class pay must be in writing and approved by Human Resources prior to the Department Director making the assignment.

If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director agrees, they may recommend to the City Manager a higher placement. Circumstances that support an exception to the 5% placement include:

- a) The duties the employee is performing is of a significantly higher classification;
- b) The proposed higher salary will not create inequities with existing internal salaries;
- c) The proposed out-of-class salary is not higher than what would be awarded if the employee were promoted into the position.

M. Garnishment

The City will honor and process any legally served writ of garnishment against any employee without prejudice towards the employee.

N. Employee Education, Training and Development

It is the intent of the City to provide education and training opportunities to employees so that they can increase their job related skills and maximize performance. Regular employees may request reimbursement for and/or seek payment of registration and tuition fees associated with educational courses and training directly related to the employee's job function or professional development goals. All requests for payment of or reimbursement for education courses, training or conferences must be approved in advance by the employee's supervisor and Department Director.

1. Academic Courses

Employees may request reimbursement for or payment of registration fees and tuition fees when taking courses from an accredited vocational school, college or university. Courses must be reasonably related to the employee's current job function or must be in alignment with the employee's professional development goals, as documented in the employee's Professional Development Plan. Tuition reimbursement is limited to six credit hours per semester or nine credit hours per quarter, and must be approved in advance by the supervisor, Department Director and Human Resources Director. Courses are not to interfere with the employee's work schedule and must be taken on the employee's own time. Reimbursement is contingent upon departmental budget and funding resources, and achieving a passing grade.

2. Non-Academic Courses, Conferences & Training

Employees may request reimbursement for or payment of registration fees for training, workshops, or conferences that, in management's opinion, is related to the employee's job duties and will enhance their job skills. Funding is limited and subject to the supervisor and Department Director approval, and budgetary resources. Employees who have received educational funding support from the City, but fail to attend the workshop/conference, or do not complete the training, may be asked to reimburse the City for any costs incurred.

O. Reasonable Accommodation

1. Medical Accommodation

The City of Shoreline does not discriminate against qualified individuals with a disability with regard to any aspect of employment and is committed to complying with the Americans with Disabilities Act.

The City recognizes some individuals with disabilities may require reasonable accommodations. If an employee is disabled or becomes disabled (meaning they have a mental or physical impairment substantially limiting one or more of the major life activities) and requires a reasonable accommodation, the employee will contact the Human Resources Department to begin the interactive process. Accommodation requests may be made orally or in writing to the Human Resources Department. Requests may be made by the employee, the employee's supervisor or someone on behalf of the employee.

A reasonable accommodation is assistance or changes to a position or working conditions that will enable an employee with a disability to perform the

essential functions of their job. The City will provide reasonable accommodation to employees with medically certified disabilities, unless doing so would pose an undue hardship.

Human Resources will meet with the employee to review the accommodation process, answer questions and provide the necessary forms which include a Medical Certification form to be completed by the employee's physician.

If the Medical Certification does not confirm that the employee has a disability, Human Resources will seek clarification from the medical provider and the employee before rejecting the request. If the Medical Certification confirms that the employee has a disability, the employee, supervisor and human resources representative will meet and engage in an interactive process. The interactive process will include discussing the disability, limitations, and possible reasonable accommodations that may enable the employee to perform the essential functions of their position, make the workplace readily accessible to and usable by the employee, or otherwise allow the employee to enjoy equal benefits and privileges of employment. Following the interactive process, a decision will be made, and the employee will be notified if the accommodation is approved or denied.

2. Religious Accommodation

Employees whose religious beliefs, practices or observances conflict with work requirements may request an accommodation. Upon notice of a request to reasonably accommodate, Human Resources will examine the request and respond to the employee.

3. Pregnancy Accommodation

Employees who have health conditions related to pregnancy can request workplace accommodation recommended by their physician in form of leave, schedule adjustment, workplace or working conditions adjustments.

Accommodation requests related to more frequent breaks or limitations for lifting object over 17 pounds do not require medical documentation.

4. Accommodations after the Birth of Child

Eligible employees may request a reasonable amount of time during the work shift to express breast milk for a nursing child within one year after the child's birth.

VI. BENEFITS

All benefits apply to regular and limited term employees and selected benefits apply to extra help employees and paid interns. These benefits contribute to total compensation. Complete descriptions of these benefits are available from Human Resources.

A. Group Insurance

Applies to: Regular and limited term employees.

Employees and their dependents are generally eligible for medical, dental, vision, long term disability, life insurance, and the employee assistance program as defined by the City and as authorized by the carrier. The City makes contributions

to the cost of these benefits as authorized by the City Council by resolution. Regular and limited term part-time employees and their dependents, if eligible, receive City contributions for such insurance prorated based on the ratio of their normally scheduled work week to a forty-hour week.

The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable and will make reasonable attempts to give prior notice to employees of any changes.

B. Social Security Replacement Plan

Applies to: All employees.

All employees must participate in a Social Security Replacement Plan (401 a) and Medicare.

C. 457 Plan

Applies to: Regular and limited term employees.

The City provides a 457 Deferred Compensation program for eligible employees. Employees must defer funds into this plan which have been allocated for benefits by the City but are not used by the employee. In addition, an employee may make personal contributions to this plan through payroll deduction, up to the limits set by law.

D. Retirement

Applies to: All employees determined to be eligible by state law.

The City contributes to the Washington State Public Employees Retirement System (PERS) as prescribed by law. State law determines employee eligibility. For more information, contact Human Resources or the Washington State Department of Retirement Systems.

E. Vacation

Applies to: Regular and limited term employees.

Employees accrue paid time off for vacation. Regular and limited term part-time employees receive prorated vacation accrual based on the ratio of their normally scheduled work week to a forty-hour week.

1. 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

2. Carryover Maximum

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.

3. Carryover Exceptions

Employees with a vacation balance in excess of the carryover maximum should reduce the balance to the maximum carryover allowable. If an employee cannot use vacation because City operations have prevented it, the employee should discuss the matter with their supervisor well ahead of requesting a carryover exception. If the employee and supervisor are unable to plan for the employee to take the time off, they may request a carryover exception. Requests for vacation carryover shall be made in writing by the employee and submitted to the Human Resources Director. The request will include a plan for bringing the vacation accrual balances within the accrual cap during the next year. The request will be reviewed by the Department Director and is subject to approval by the City Manager. An employee will not be granted an exception two years in a row.

4. Forfeiture

Unused vacation leave in excess of the carryover maximum shall be forfeited at the end of the calendar year unless a carryover exception has been granted.

5. Requesting Vacation

In requesting vacation, employees should consider the City's needs to conduct the public business and to have time to plan for vacation coverage. Managers should respect employees' needs to take vacation. An employee's reasonable request for vacation should be approved unless the granting of the vacation would negatively impact the business operations of the City. In cases where there is a conflict in scheduling vacation leave among employees, the supervisor will determine the criteria for approving vacation requests based on a fair and equitable methodology.

An exempt employee shall not have deductions taken for vacation absences of anything less than a full day.

Vacation hours earned for a new employee shall accrue but shall not be available for use until after an initial six months of employment with the City unless special authorization has been granted by the City Manager.

Employees who have moved to a new classification, and who have already served a six-month orientation period in a previous position with the City, may request use of vacation leave accruals immediately. An orientation period may be extended to account for leaves (unpaid, vacation, etc.) taken during that period of time. The City Manager is authorized to negotiate higher accrual levels and/or starting balances of vacation with individual staff members.

An employee may cash out accrued vacation leave 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. The maximum cash out shall be 40 hours. The amount of the cash out shall be based upon the employee's base hourly rate/salary 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. In this case, the employee may receive the cash out just prior to leaving on the approved vacation. Cash out requirements for part-time regular employees shall be prorated based upon the employee's authorized FTE.

6. Separation from Service

In the event of separation from service for any reason other than at retirement the employee shall be paid-out for any accrued vacation earned and not taken. Payout of accrued vacation leave will be at the base hourly rate and not include out-of-class pay or other premium rates. In the case of separation for any reason when the employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System the maximum cash out shall be 240 hours.

F. Management Leave

Applies to: Exempt Regular and Exempt Limited Term Employees.

On January 1st of each year, each employee shall receive 3 days of management leave. A new exempt employee hired before July 1 shall receive all 3 days. A new exempt employee hired between July 1 and October 1 shall receive 1 day; a new exempt employee hired after October 1 shall not receive any days of management leave until the next calendar year. The leave is to be used each year; any management leave not used during the calendar year shall not be carried into the next year. Exempt staff must use management leave in full day increments.

G. Holidays

1. Observed Holidays

Applies to: Regular and limited term employees.

Employees receive paid time off for holidays. Regular and limited term part-time employees receive prorated holiday benefits based on the ratio of their normally scheduled work week to a forty-hour week. Observed holidays are:

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Native American Heritage Day	Day after Thanksgiving

Christmas	December 25
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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, it shall be observed on the work day immediately preceding or following the holiday as determined by the City Manager.

Employees must be in a paid status on the workday prior to and following a holiday to be eligible for holiday pay.

Non-exempt regular employees working on a holiday (either the actual holiday or the City recognized holiday) shall be paid at time and a half for all hours worked. In the case that an employee works both the actual holiday and the corresponding City recognized holiday, the employee shall only receive the holiday pay for one of the days. The pay shall be for the hours worked on actual holiday, unless the employee makes a written request for pay for the City recognized holiday instead of the actual day. Example: Independence Day falls on Sunday, July 4th; the City recognized holiday is Monday, July 5th. Employee A works Sunday and receives time and a half for all hours worked. Employee B works Monday and receives time and a half for all hours worked. Employee C works both Sunday and Monday and will be paid time and a half only for the hours worked on Sunday, unless they make a written request to be paid time and a half for the hours worked Monday, instead of Sunday.

2. Personal Days

Applies to: Regular and Limited Term employees

Employees receive paid time off for two (2) personal days a year. Regular and Limited Term part-time employees receive prorated personal day benefits based on the ratio of their normally scheduled work week to a forty-hour week.

A personal day needs to be scheduled by mutual agreement of the employee and the supervisor and may be used for any reason. Non-exempt staff may use these days as normal workdays or in increments of one or more hours (up to the total hours of two normal work days.) Exempt staff must use a full day at a time.

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.

3. Holidays for Reason of Faith or Conscience

Applies to: All Employees

If an employee's religious beliefs include observance of a holiday or leave is needed to attend a religious activity of faith or conscience that is not a City holiday, the employee may take up to two days off per calendar year unless the leave would create an undue hardship for the City as defined in WAC 82-56-020 or a risk to public safety. Employees must submit a request in advance, but no less than two calendar weeks prior to the start date of the requested leave. The leave requires the approval of the Human Resources Director and the Department

Director. Regular employees may use accrued leave or leave without pay if all accruals are exhausted. Extra help employees may use leave without pay.

H. Sick Leave – Regular and Limited Term Employees

Employees accrue paid time off for sick leave at the rate of eight hours for each month worked. Regular and limited term part-time employees receive prorated sick leave accrual based on the ratio of their normally scheduled work week to a forty-hour week. The City Manager is authorized to negotiate starting balances of sick leave with individual staff members.

1. Purpose

The purpose of sick leave is to provide an ‘insurance policy’ of a bank of paid leave to be used in the event that an employee or immediate family member experiences an illness or disability that requires an employee to be absent from work. Employees who are ill or disabled are expected to use sick leave to recover and to not report to work when they could expose co-workers to illness. Employees shall use leave to account for any sick leave related absence whether full or partial day unless they have otherwise made up the time in the same work week.

2. Use of Sick Leave

a) Employee

Sick leave may be used when an employee is experiencing a physical or mental illness, injury, disability (including a disability due to pregnancy or childbirth), diagnosable health condition, or has been exposed to a contagious disease where there is a risk to the health of others, or for medical or dental examinations or treatment when such appointments cannot be scheduled outside of working hours, or when the use of a prescription drug impairs job performance or safety.

b) Immediate Family Members

Sick leave may be used to care for a member of the immediate family who is ill, injured or disabled, or when the employee’s workplace or employee’s child’s school or place of care has been closed for any health-related reason by order of a public official.

Sick leave may also be used for qualifying family and medical leave provided for in the Washington State Paid Family and Medical Leave (PFML) or Leave under Family and Medical Leave Act (FMLA) sections.

c) Doctor’s Note

After three days of sick leave an employee may be asked to provide a doctor’s note or other evidence of inability to work at the discretion of the supervisor or Department Director.

d) Notification

Each employee, or someone on their behalf, should inform their supervisor if unable to come to work. This notification should be done each day prior to the scheduled starting time unless on long-term leave, so arrangements can be made to cover the absence.

3. Conversion of Vacation to Sick Leave

If an employee on approved vacation is hospitalized or experiences a similar extraordinary sick leave event, the employee may make a written request to the City Manager to convert the sick leave connected time from vacation leave to sick leave. The City Manager shall consider the facts involved and shall approve or deny the request.

4. Other Accrued Leave as an Extension of Sick Leave

Earned leave may be used 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.

5. Maximum Balance

The maximum banked balance of sick leave is 1040 hours. Regular and limited term part-time employees maximum banked balance will be prorated based on the ratio of their normally scheduled work week to a forty-hour week.

6. Separation from Service

Upon separation, if an employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System, an employee shall be paid for 10% of their accrued but unused sick leave.

7. Rehired

Employees who are rehired within twelve months of a separation in service shall have their unused sick leave balance restored.

8. On-the-job Injury

An employee who has an on-the-job injury and receives time loss payments from the Washington Department of Labor and Industries (L & I) may not use sick leave for the same hours for which the employee receives the time loss payment. An employee may use sick leave to supplement the time loss payment for the purpose of continuing to receive their normal salary. If sick leave is exhausted, the City will use other available leave to supplement the time loss, unless the employee otherwise notifies Payroll in writing. If an employee is awarded time loss payments for a period that the employee has already used sick leave or other available leave, the employee shall submit the L & I check to Finance and 'buy back' the equivalent amount of leave used. While on time loss, the employee's salary may not exceed the employee's normal salary when not on time loss.

I. Sick Leave – Extra Help Employees

Extra Help employees perform work that is seasonal, variable, intermittent, or part time for a few hours each week; their sick leave benefit is based on actual hours worked.

1. Accrual and Eligibility to Use Sick Leave

Employees will accrue one hour of sick leave for every forty hours worked.

Beginning on the ninetieth calendar day after being hired, employees may use accrued sick leave for following reasons:

- Own mental or physical illness, injury, or health condition, or when seeking a medical diagnosis or preventative medical care.
- Family member's need for care for a mental or physical illness, injury, or health condition, or when seeking a medical diagnosis or preventative medical care.
- When employee's workplace or employee's child's school or place of care has been closed for any health-related reason by order of a public official.
- When absent from work for reasons that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

2. Maximum Carryover

The maximum unused sick leave that may be carried over from one calendar year to the next is forty hours.

3. Separation from Service

Sick leave hours are not cashed out upon separation from service and may not be used to extend employment beyond the last scheduled day of work.

4. Rehired within Twelve Months

Employees who are rehired within twelve months shall have their unused sick leave balance restored and will have satisfied their eligibility to use sick leave as required in section one of this policy.

5. On-the-job Injury

An employee who has an on-the-job injury and receives time loss payments from the Washington Department of Labor and Industries (L & I) may not use sick leave for the same hours for which the employee receives the time loss payment. An employee may use sick leave to supplement the time loss payment for the purpose of continuing to receive their pay for scheduled hours of work. If an employee is awarded time loss payments for a period that the employee has already used sick leave, the employee shall submit the L & I check to Finance and 'buy back' the equivalent amount of sick leave used. While on time loss, the employee's pay may not exceed the employee's normal pay when not on time loss.

J. Donated Leave

Applies to: Regular and limited term employees.

Upon an employee's request, a Department Director, after consulting with Human Resources, may recommend that the City Manager allow a regular employee to receive donated leave from another regular employee. The City Manager may approve the donated leave if they find that the employee meets all following criteria.

1. Criteria

- a) The employee needs leave that qualifies for sick leave, which is of an extraordinary or severe nature and that has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment; and

- b) The employee does not qualify for other available leave benefits and has depleted all their available leave time; and
- c) The employee has abided by all applicable policies regarding sick leave use; and
- d) The employee has been found ineligible for benefits under Worker's Compensation as governed by state law.

2. Donation

An employee may donate up to 25 hours of leave annually. An employee is not eligible to donate sick leave hours unless a balance of 80 hours will be maintained. The donating employee shall submit a written request to Human Resources.

3. Value of Leave

Donated hours will be used on an hour for hour basis with no consideration given to the dollar value of the leave donated.

4. Treatment of Leave Remaining

If more leave is donated than is used, the hours of leave that remain shall be returned to the employee(s) donating the leave on a pro rata basis.

5. No Cash Out

Donated sick leave hours are not eligible for the cash out provisions in the Separation from Service section.

K. Washington State Paid Family and Medical Leave (PFML)

1. Eligibility

Under PFML, employees may be eligible for paid leave when needing time off for covered reasons. Eligibility requirements are:

- a) Monetary Benefits: In order to be eligible to receive monetary benefits from the Washington State Employment and Security Department, the individual must be currently employed with the City of Shoreline and have worked 820 hours in Washington for any employer or combination of employers during the year preceding the application for leave claim.
- b) Job Protection: In order to be eligible for job protection under PFML, an employee must have worked for the City of Shoreline for at least 12 months and have worked 1250 hours in the last year.

2. Leave Entitlement

PFML eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave, for a total of 18 weeks, may be available in the event the employee's leave involves incapacity due to her pregnancy. PFML leave may be taken intermittently, contingent on the current rules or regulations. The employee may use the leave within 52 weeks from the date that the leave was approved by the State or for a year following the birth/placement of the employee's child.

PMFL leave may be taken for the following reasons:

- a) Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, child birth recovery, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.
- b) Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies where an employee needs time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.
 - (1) If both parents work for the City of Shoreline, the leave entitlement for bonding with a new child or for a new child placement into their home is independent of each other. Each employee is entitled to the full leave amount, less any PFML or FMLA leave the employee has already taken during the current claim year.
- c) If an employee faces multiple events in a year, they may be eligible to receive up to 16 weeks, and up to 18 weeks if they experience a serious health condition during pregnancy that results in incapacity.

3. Concurrency With FMLA

PFML will run concurrently (at the same time) with FMLA when an absence is covered by both leave benefits and the employee meets the eligibility requirements of both leave programs. Hours taken under PFML will be deducted from the 12 weeks of FMLA entitlement.

4. Notification Requirements

An employee must provide written notice to the Human Resources Department of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the to the City of Shoreline, ESD will temporarily deny PFML benefits.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt business operations.

Employees should follow the instructions provided by the payroll office regarding how to report their time during a leave.

5. Coordination with Other Health Programs

While using PFML, health benefits will remain intact and will continue to be provided by the City as normal.

If an employee is on PFML but does not meet the eligibility requirements for FMLA and is not supplementing PFML with other leave accruals or the City of Shoreline Supplemental Paid Family and Medical Leave, the employee is deemed to be in an unpaid status for purposes of City of Shoreline policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City of Shoreline policies and subject to any other leave provisions that require continuation of health benefit coverage.

For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.

6. Monetary Benefits

Washington State Employment Security Department is responsible for making benefit payments directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage. The maximum weekly benefit amount is subject to adjustments by the State.

7. Benefit Payment Waiting Period

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. An employee may use leave during this waiting period, but such usage of accruals must be reported to ESD.

8. Supplementing PFML with Your Own Leave Accruals or the City's Supplemental Paid Family and Medical Leave (SPFML)

Employees who meet the eligibility requirements for PFML may use their own leave accruals and the City of Shoreline SPFML to make up the difference between the PFML benefit received from ESD and their regular full pay for a week in which PFML leave is taken as follows:

- a) When the PFML is for the employee's own serious health condition: The employee must use and exhaust all their leave accruals prior to using SPFML.
- b) When PFML is to care for a family member or for child bonding/placement: The employee must exhaust their sick leave accruals but may reserve 80 hours of their earned accrued vacation leave for future use, prior to using SPFML.

- c) The use of SPFML is contingent on the employee receiving their weekly PFML benefit and submitting proof of payment to the payroll office. Payroll will then calculate the amount of supplemental paid leave needed to bring the employee to their regular full pay for that week and issue payment to the employee in the next payroll process.
- d) SPFML may only be used after PFML benefits have been received by an employee and reported to the payroll office, except if it is being used for the initial waiting period.
- e) Regular accrued leave such as sick leave or vacation leave can be used for the initial waiting period.
- f) Employees must inform payroll and HR when they no longer are receiving PFML benefits from the Employment and Security Department or when their need for the leave has ended.

9. Job Restoration and Return to Work Recertification

An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave).

An employee may be required to provide a return-to-work certification from a health care provider before returning to work following PFML leave where the employee has taken leave for their own serious health condition.

If an employee taking PFML leave determines they will not be returning to work for any reason, the employee must inform their supervisor and Human Resources immediately.

The City reserves the right to collect the cost of benefits from an employee if the employee does not return to work following their leave of absence.

10. PFML Application Process

An employee must submit an application to ESD <https://paidleave.wa.gov/login/> in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website <https://paidleave.wa.gov/login/>. Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

11. Payroll Deductions

The PFML program is funded through premiums collected by ESD via payroll deductions and City of Shoreline contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City of Shoreline will modify payroll practices to reflect those statutory changes.

12. Retirement Service Credit and Paid Family Medical Leave

PFML is considered an unpaid, authorized leave of absence. PFML program participants will not receive retirement service credits for the wage replacement payments received through ESD. An employee will receive retirement service

credit for any time that they are using their own leave accruals or the City of Shoreline SPFML leave benefits while on a PFML.

L. Leave under Family and Medical Leave Act (FMLA)

Applies to: All employees meeting FMLA eligibility criteria.

The City complies with the Federal Family and Medical Leave Act and all applicable state laws related to family and medical leave. This policy provides detailed information concerning the terms of FMLA.

1. Length of FMLA and Eligibility

Eligible employees may take up to 12 weeks of unpaid, family and medical leave every 12 months for certain family and medical reasons, or up to 26 weeks of unpaid, family leave every 12 months for military family care leave. To be eligible, an employee must have worked for the City for at least 12 months and for at least 1,250 hours over the previous 12 months.

2. Reasons for Taking Leave

FMLA leave is provided for any of the following reasons:

- For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care.
- To care for an employee's child after birth or placement for adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.
- To care for an employee's spouse, child or parent who has a serious health condition.
- For qualifying exigencies arising out of the fact that a spouse, parent, son or daughter is a military member on covered active duty or called to covered active duty. Eligible employees may take up to 26 workweeks to care for a spouse, son, daughter, parent or next of kin who is a covered service member and has a serious health condition as a result of military service (military caregiver leave). An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period.

3. Definitions

For the purposes of Family Leave, the following definitions apply:

- **Child:** A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis (in place of the parent) if the child is younger than 18; or a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis if the child is 18 or older and incapable of self-care because of a mental or physical disability.
- **Military Caregiver Leave:** Caring for a spouse, parent, son, daughter or next of kin with a serious injury or illness as a result of military service.

- **Parent:** A biological parent of an employee or an individual who stood in loco parentis to that employee when the employee was a child.
- **Next of Kin:** A servicemember's nearest blood relative, other than the servicemember's spouse, parent, son, or daughter.
- **Serious Health Condition:** An injury, illness, impairment or physical or mental condition that involves:
 - **Hospital care:** any period of incapacity or subsequent treatment connected with or consequent to inpatient care (an overnight stay) in a hospital, hospice or residential medical care facility; or
 - **Incapacity plus treatment:** any period of incapacity of more than three consecutive calendar days including any subsequent treatment, or period of incapacity relating to the same condition that also involves 1) 2 or more visits to a health care provider within 30 days of the first day of incapacity; or 2) treatment by a health care provider on at least 1 occasion, within 7 days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of a health care provider;
 - **Pregnancy:** any period of incapacity due to pregnancy or for prenatal care;
 - **Chronic conditions requiring treatments:** a chronic condition which 1) requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under the direct supervision of a health care provider at least twice a year; 2) continues over an extended period of time; and 3) may cause episodic rather than a continuing period of incapacity;
 - **Permanent or long-term conditions requiring supervision:** a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider;
 - **Multiple treatments (non-chronic conditions):** any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of or on referral by, a health care provider, whether for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
 - **Incapacity:** inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.
- **Qualifying Exigency:** An urgent need that arises from the foreign deployment of a covered military member is on, called to, or notified of impending call to covered active duty status. The most common qualifying exigencies include attending military functions, making

financial and legal arrangements, and arranging for child care. The Department of Labor maintains a complete list of qualifying exigencies.

4. Intermittent Leave or Reduced Schedule Leave

Under some circumstances, family leave may be taken in separate blocks of time or by reducing a normal weekly or daily work schedule. Family leave may be taken intermittently if medically necessary because of a serious health condition (the employee's, or that of a spouse, child or parent). If family leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to Department Director approval.

5. Paid Leave before Unpaid Leave

When an employee has paid leave or comp time available, that paid leave must be exhausted before unpaid leave is allowed as family or medical leave.

6. Advance Notice

An employee shall provide advance notice of the need for family or medical leave along with the requested dates for the leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.

When foreseeable, notice must be provided at least 30 days in advance of the need to take FMLA leave. The employee should make reasonable efforts to schedule the leave to not unduly disrupt the City's operations. If 30 days advance notice is not possible because the foreseeable situation has changed or the employee does not know exactly when leave will be required, the employee must provide notice of the need for leave as soon as possible and practical.

7. Certification

The City requires the provision of a medical certification within 15 calendar days to support a request for FMLA leave because of a qualifying event. The City may require second or third opinions, at its option and expense. When incomplete and insufficient certification is submitted, employees are required to correct deficiencies in the certification within 7 calendar days.

Employees may be asked for a periodic recertifications or when circumstances described by the previous certifications have significantly changed.

The City may require employees on FMLA leave due to the employee's serious health condition or due to the birth of a child to provide a medical certification of fitness-for-duty prior to return to work after a medical leave, dependent on the circumstance as it relates to the employees duties.

Employees requesting qualifying exigency leave or military caregiver leave may submit related certification forms or a copy of the duty orders (for exigency leave only).

8. Designation Notice

A written Designation Notice will be sent to the employee requesting family or medical leave informing them that the requested leave will be designated as FMLA leave and setting out the requirements applicable while the employee is

on leave. The Notice may be used to deny the leave request or inform the employee that additional information is needed.

9. Periodic Reporting

Depending on the employee's circumstances and/or medical documentation, the City may require the employee to periodically report on their status and intent to return to work.

10. Health Insurance

When an employee is provided group health insurance, the employee is entitled to the continuation of the insurance coverage during FMLA leave. If an employee is in an unpaid status and unable to pay their portion of contributions for health insurance, the City will pay the City's portion and the employee's portion of the cost as governed by FMLA regulations. Therefore, employees covered by the City's group health plan (medical, dental or vision) will continue to receive health insurance during FMLA leave on the same basis as during regular employment. An employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work after the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control as governed by FMLA regulations.

11. Other Insurance

For employees covered by other insurance plans through the City, those coverages will continue during paid leave on the same basis as during regular employment. For any period of unpaid leave, the employee wishing the insurance to continue must pay for the coverage on a monthly basis prior to the month of coverage. Check with Human Resources for current information and costs for coverages.

12. Couples Employed by the City

If employees married to each other request leave for the birth, adoption or foster care placement of a child, each parent will have 12 weeks of leave available to them independent of each other. The scheduled leave time off must be coordinated between the two employees and their supervisors so as not to cause an operational hardship.

13. Determining Leave Availability

Family or medical leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the 12-month period is a rolling 12-months measured backward from the first date any family leave is used. The employee is required to notify the City if any leave qualifies as FMLA leave. All leave qualifying for FMLA leave shall be designated and tracked as such upon the request of the employee.

14. Special Rule for Leave Related to Pregnancy

Leave taken for the disability phase of pregnancy or childbirth when physically unable to work, is counted against the 12-week FMLA family leave allowance. In some cases, State law may entitle the disabled employee to leave beyond

the standard 12-week period. Human Resources can provide information concerning the state law and its applicability.

15. Job Restoration

When an employee returns to work after FMLA leave the City shall place the employee in the same position the employee held when the leave began or in another City position with equivalent benefits and pay; the return is subject to bona fide changes in compensation or work duties; the employee does not have return rights if:

- the City eliminates the employee's position by a bona fide restructuring or reduction-in-force; or
- the employee takes another job; or
- the employee fails to provide the required timely notice of family leave or fails to return on the established ending date of the leave.

M. Supplemental Paid Family & Medical Leave (SPFML)

Applies to: Regular employees, including Limited Term Employees

Supplemental Paid Family & Medical Leave (SPFML) affords employees an increased ability to attend to their own health needs or those of their family by providing additional pay as a supplement to the partial wage replacement benefit received from the Washington State Paid Family and Medical Leave (PFML) program. This benefit is used to fill the gap between what the employee receives as a benefit from the PFML and their regular full pay.

SPFML is used only in conjunction with and concurrently (at the same time) as the Washington State PFML and as noted below, with the exception if use is for a victim of domestic violence:

1. Eligibility

SPFML is available to all eligible employees who:

- a) Are the victim of domestic violence and have requested time off as a victim of domestic violence; or
- b) Have a qualifying family member as a victim of domestic violence; or
- c) Are currently employed with the City and have worked at least six months with the City or the equivalent of 1040 hours (pro-rated for part-time employees) and have successfully passed their orientation period, and
- d) Experienced a qualifying event as defined by the Washington State PFML; and
- e) Are eligible for, have applied to, and have been approved for PFML or be in the initial waiting week of the leave; and
- f) Have not exhausted the 12 weeks of SPFL in the current calendar year; and
- g) Have depleted available leave accruals:
 - (1) Must have exhausted all available leave accruals including sick leave, vacation, personal days, management leave, and accrued comp time if the leave request is for the employee's own serious health condition, childbirth recovery, or as a victim of domestic violence.

- (2) Must have exhausted all available leave accruals but may reserve a bank of 80 hours of accrued vacation leave, if the leave request is to care for a family member; in response to a military exigency; or when bonding after birth or placement of a child into their home.

2. Benefit Amount

- a) An employee's SPFML benefit is calculated based on the difference between what is received from Washington State PFML benefit and what the employee normally would receive in their regular check.
- b) The employee will receive the equivalent of their full salary through use of supplemental paid leave for up to a total of twelve (12) weeks, when combined with payments received from the Washington State PFML.
- c) SPFML will cease after using a total of 12 weeks in a calendar year or at the expiration of the approved PFML, whatever occurs first.
- d) Regular part time employees will receive this benefit on a pro-rated basis based on their budgeted FTE.
- e) If the qualifying event is the birth, adoption or foster care placement of a child and both parents work for the City and meet the eligibility requirements, both parents will independently have the equivalent of 12 weeks available to them for bonding with a new child or for child placement. In these circumstances the employees should coordinate with their supervisors to ensure that there is no negative impact to business operations for their requested time off. Any overlap of both parents taking the same time period off for bonding should be coordinated with their supervisor(s) in advance.
- f) In no circumstances may an employee use SPFML in combination with PFML and receive more than their regular paycheck amount.
- g) SPFML may not be cashed out under any circumstance.
- h) If using SPFML during the initial waiting week, or while waiting for the leave approval, and the leave is denied from the State, the employee will be required to pay back any Supplemental monetary benefit that has been received.

3. Benefit Period, Frequency, and Concurrency

- a) May be used on a continuous or intermittent basis consistent with PFML.
- b) Will run concurrently with PFML.
- c) Is limited to a maximum of 12 weeks per calendar year.
- d) May be used to cover the waiting period (first week) of PFML if the employee lacks enough leave accruals.

4. Health Benefits

The employee will continue to receive health benefits according to the underwriting rules of the relevant health plans and shall continue to accrue vacation and sick leave according to City policy during the period of SPFML.

For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee

and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.

5. Procedure for Requesting Supplemental Paid Family & Medical Leave

- a) Provide notice – Employees who anticipate the need to use SPFML should notify Human Resources department as soon as possible.
- b) Submit the Supplemental Paid Family and Medical Leave Request Form to Human Resources.
- c) SPFML will not be approved until verification has been received from the State that the employee has applied for PFML. If the employee has received any SPFML payments from the City and their State PFML is denied, the employee will be required to repay the City for those payments received.

N. Spousal Military Deployment Leave under Washington State Law

Applies to: All employees

An employee who works an average of twenty or more hours a week and who is a spouse of a military service member may take up to fifteen days of paid or unpaid job-protected leave while the military service members is on leave from deployment, or before and up to deployment, during times of military conflict declared by the President or Congress. An employee must provide Human Resources with notice of their intent to take leave within five business days of receiving official notice of leave from deployment or of an impending call to duty. If applicable, this leave will run concurrent with FMLA.

O. Medical Leave of Absence (non FMLA)

Applies to: Regular and limited term employees.

In addition to or in lieu of family leave, an unpaid leave of absence of up to six months may be granted in the case of an employee's disability when approved by the City Manager and when the leave will not adversely impact City operations. The request must be supported by a physician's certificate of necessity and reasonable expectation of a timely return to duty. Prior to application for a non-FMLA medical leave of absence, an employee's accrued sick leave, vacation leave, compensatory time, management leave and personal days must be exhausted.

P. Leave of Absence Without Pay

Applies to: Regular and limited term employees

Leave without pay is a temporary nonpaid status and absence from duty that occurs when an employee doesn't have enough, or does not qualify to use, paid time off for the absence. All paid leave banks must be exhausted prior to authorizing unpaid leave except when the reason for the leave does not qualify for paid sick leave or the leave is otherwise covered by Military Service.

Leave without pay for an illness not covered by FMLA or PFML requires the Department Director approval. If such an absence exceeds three consecutive work days, the absence requires notification to the Human Resources Director and approval by the City Manager.

The City Manager may approve leave without pay for other personal reasons not covered by family leave, such as parenting or caring for an ill relative; other reasons in the best interest of the City and not solely for the employee's personal gain or profit. To request a leave of absence without pay for personal reasons, the employee shall submit a written request to the Department Director that states the reason for and the proposed length of the leave. If the Department Director approves of the leave, the Director will forward the request to the City Manager for consideration and provide a copy to the Human Resources Director. If the leave is approved, the employee and City Manager will enter into an agreement detailing the terms and conditions of the leave and a copy will be filed with Human Resources and payroll. Any leave without pay taken will result in adjustments to the employee's the step increase date proportionate to the unpaid time off.

Q. Continuation of Benefits

Applies to: Regular and limited term employees.

Employees on any paid leave shall continue to receive all benefits including the accrual of vacation, sick leave, holiday pay, pension, and all insurance benefits.

Employees in unpaid status shall not be entitled to and shall not accrue any of the benefits of the City, except as provided under family leave, FMLA.

R. Bereavement Leave

Applies to: Regular and limited term employees

Employees may be granted up to three days of paid leave per occasion to make arrangements for or to attend the funeral of, or memorial service for a member of their immediate family. If more than three days leave is necessary, earned vacation, sick leave, personal days, management leave or compensatory time may also be used. The amount of time provided for bereavement leave will be based on the employee's regular daily work schedule, if working 8 hours, they would receive 8 hours of bereavement leave. If working an alternative schedule, they receive the number of hours they normally work on those days.

If while on approved vacation an employee has a death in their immediate family requiring the employee to engage in activities typically covered by bereavement leave, the employee may make a written request to the City Manager to convert the bereavement leave connected time from vacation leave to bereavement leave. The City Manager shall consider the facts involved and shall approve or deny the request.

Regular and limited term part-time employees will receive bereavement leave prorated based on the ratio of their normally scheduled work week to a forty-hour week.

S. Court and Jury Duty Leave

Applies to: Regular and limited term employees

Employees called to jury duty are strongly encouraged to fulfill their legal and civic responsibility. A regular or limited term employee will be granted leave at their regular rate of pay. Days during the period of summons when reporting to the court is not required are not covered by this leave.

During the regular work shift, an employee must report to work when not required to be in court. If the court pays the employee for the jury service, that payment must be turned in to the City. An employee is permitted to retain any mileage reimbursement received from the court. The amount of time provided for jury duty will be based on the employee's regular daily work schedule, if working 8 hours, they would receive 8 hours of jury duty leave. If working an alternative schedule, they receive the number of hours they normally work on those days.

An employee must inform their supervisor as soon as a summons is received, and on a daily basis as to court schedule.

Employees who have been subpoenaed for a job-related matter shall be compensated as for any other working time.

T. Military Leave

Applies to: All Employees

An employee may take up to twenty-one workdays per year for required military duty, trainings or drills if the employee is a member of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Corps Reserves of the United States. This leave is in addition to regular vacation leave. For purposes of this section, "year" shall mean from October 1 to September 30.

An employee will continue to receive their normal pay, based on their established work schedule, during such active duty training, provided a written copy of the orders is submitted to the supervisor prior to leave and a written copy of the release is submitted upon return.

U. Leave for Certain Volunteer Emergency Services Personnel

Applies to: Regular and limited term employees

An employee may take necessary time to respond to call to an emergency service operation as unpaid firefighters, reserve peace officers, or Civil Air Patrol members. Participation in trainings or other non-emergency activities are excluded from the provisions of this article.

Eligible employees may use their accrued leave to stay in a paid status.

V. Victims of Domestic Violence Leave

Applies to: All employees

Employees who are victims of domestic violence, sexual assault, or stalking may take reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. Employees who are qualifying family members of a domestic violence victim are also eligible for leave under this policy.

Regular employees may use paid sick, vacation, Supplemental Paid Family and Medical Leave, or other accrued paid time off while on leave.

Employees must give as much advance notice of the need for leave under this policy as is possible. Leave requests must be supported with one or more of the following:

- A police report indicating the employee or employee's family member was a victim.
- A court order providing protection to the victim.
- Documentation from a healthcare provider, advocate, clergy, or attorney.
- An employee's written statement that the employee or employee's family member is a victim and needs assistance.

For purposes of this section only, family member means child, spouse, parent, parent-in-law, grandparent or person the employee is dating. The City may request verification of family relationship.

VII. STANDARDS OF EMPLOYEE CONDUCT

The City expects all employees to strive for excellence, to exhibit the City Values in their work, to accomplish organizational and individual performance goals and to provide superior customer service.

A. Personal Appearance and Demeanor

Employees are expected to dress in attire appropriate to their job tasks and to behave in a professional, businesslike manner at all times.

Employees failing to adhere to City standards with respect to appearance and demeanor are subject to disciplinary action, up to and including termination.

B. Absenteeism and Tardiness

Employees are expected to report for work promptly and maintain good attendance. The supervisor must be advised of absence or late arrival prior to the beginning of the shift. Absenteeism or tardiness that is unexcused may be grounds for disciplinary action, up to and including termination.

C. Solicitations and Distribution of Literature

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not physically distribute literature, email, or post materials, sell merchandise, solicit financial contributions or otherwise solicit for any cause during working hours. Employees who are not on working time (for example on lunchtime or break) may not solicit employees who are on working time. An employee (including any employee with management responsibility) shall not directly solicit any employee they supervise or otherwise exercise some element of control over. All employees shall recognize that any employee has the right to say "no" to any solicitation.

E-mail shall not be used for solicitation of any type.

Employees may utilize such things as an employee newsletter or the employee lunch room bulletin board if approved by the City Manager's Office for personal messages of this nature. Violation of this policy may be grounds for disciplinary action, up to and including termination.

Non-employees are prohibited from distributing material or soliciting employees on City premises at any time.

D. Drug-Free Workplace

1. It is the policy of the City to maintain a 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 City's ability to operate effectively and efficiently.
2. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance, alcohol or other intoxicant in the workplace or while engaged in City business on or off the premises or in a City vehicle is strictly prohibited. Such conduct is also prohibited to the extent that, in the opinion of the City, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the City. Therefore:
 - a) When employees are on the job, they are expected to be physically free from any impairment or substance that could contribute to an injury, property damage, or interfere with productivity. An employee shall not consume any alcohol during lunch or any other break occurring prior to the end of that employee's work day. Workday in this context includes any evening meeting or other similar activity on behalf of the City. Employees are to be free of illegal drugs or potentially impairing levels of legal substances. In short, all City employees are expected to be fit for duty, as defined in this handbook.
 - b) Use or possession of prescription or non-prescription medication is not prohibited when taken in accord with prescription or standard dosage recommendations. However, employees shall notify their supervisors when they are taking over-the-counter or prescription drugs that could prevent the employee from performing their job safely and effectively. The employee and supervisor shall work together to determine the employee's fitness for duty or to establish a light duty assignment if available and appropriate. If no agreement is reached, the fitness for duty determination shall be made by the Department Director, after consulting Human Resources.
 - c) An employee convicted of a controlled substance-related violation must inform the City within five days of such conviction.
 - d) Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. The City may require employees who violate this policy to successfully complete a drug abuse rehabilitation program as a condition of continued employment.
 - e) Employees may be required to submit to alcohol, drug or controlled substance testing when: an employee's work performance causes reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use; testing is required prior to appointment to a position; as a result of a job related accident when reasonable cause exists or if required by the Department of Transportation; or in cases where employment has been conditioned, in a return to work agreement, upon remaining alcohol, drug or controlled substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action up to and including termination. Testing

information shall be confidential unless used in an employer action with regard to the employee.

- f) Employees who voluntarily enter treatment programs for drug or alcohol addiction shall not be subject to discrimination or retaliation. Such occurrences will be regarded as medical conditions with regard to City provided benefits and rights. However, the City may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs or other controlled substances. The City has an employee assistance referral center to assist employees in dealing with personal problems. Details are available from the Human Resources Department.
- 3. In addition to previous sections, candidates applying for positions which require a valid Commercial Driver's License (CDL) will be subject to passing a pre-employment drug screening. All City employees in positions requiring a CDL must comply with the City's Drug and Alcohol Policy and Procedures Manual.

E. Safety

The City is committed to providing a safe and healthful working environment. The City makes every effort to comply with applicable federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies and programs conducive to such an environment. Safety policy is contained in the Safety and Accident Prevention Policy and departmental Safety Manuals.

F. Weapons

No employee is authorized to carry a weapon, concealed or not, on City premises, in City vehicles, or while representing the City. An employee carrying a weapon in violation of this policy is subject to disciplinary action, up to and including termination.

G. Workplace Violence

It is the policy of the City to have zero tolerance of any acts or threats of violence by any employee in or about City facilities or elsewhere at any time. The City will not condone any acts or threats of violence against employees, customers or visitors in or about City premises at any time or while they are engaged in business with or on behalf of the City off City premises.

To ensure City objectives are attained, the City is committed to the following:

- 1. To provide a safe and healthful work environment, in accordance with the City safety policy.
- 2. To take prompt remedial action up to and including immediate termination against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive or threatening language or gestures.
- 3. To take appropriate action when dealing with customers or other visitors to City facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.

4. To prohibit employees from bringing unauthorized firearms or other weapons onto City premises.

In furtherance of this policy, employees have a duty to warn their supervisor, managers or Human Resources of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve themselves or other employees, customers or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

H. Tobacco and Vaping Free Workplace

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, use of all tobacco products, including smoking and smokeless tobacco, and vapor products is prohibited at all City work locations and property, and in City owned vehicles. Smoking and vaping is prohibited within 25 feet of all building entrances, windows that open and ventilation intakes. Violation of this policy may be grounds for disciplinary action, up to and including termination.

I. General Conduct

Employees are expected to conduct themselves in an appropriate, professional manner. Examples of behavior that are inappropriate include, but are not limited to:

1. Insubordination
2. Theft or other criminal activity;
3. General dishonesty including falsifying employment or other City records;
4. Failing to maintain confidentiality of City information;
5. Unwillingness or inability to maintain an acceptable level of work performance.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

J. Searches of Property

Employees should be aware that all offices, desks, files, computers, City issued cell phones, lockers and vehicles are the property of City and are issued for the use of employees only during their employment with the City. It may be necessary to conduct searches of employee personal property in City facilities or vehicles. In addition, the City reserves the right to search any employee's office, desk, files, locker or any other area or article on City premises. Searches may be conducted at any time without advance notice. Searches must be conducted by and authorized by the City Manager. Where reasonable, the search will be conducted by more than one person.

Employees may not use a personal lock on City property or lockers, unless authorized and only if a copy of the key or combination is retained by the City.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

K. Corrective Action Procedure

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. Supervisors and managers also have the responsibility to provide behaviorally-specific feedback, either orally or in writing as appropriate, to employees to enable them to make improvements in their performance or correct the behavior that was a problem.

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, in some circumstances, depending on the severity of the situation.

The degree of corrective action depends on the severity of the situation. It is the responsibility of the supervisor to objectively evaluate the circumstances and facts involved and to consult with the Human Resources Director before beginning such action.

The City may use administrative leave with pay while conducting an investigation into an alleged wrongdoing. This leave may be used when it is necessary to remove the employee from the work place pending the outcome of the investigation.

The following are examples of a pattern of progressive discipline

a) Step One: Verbal Warning

This step is used for relatively minor offenses and problems. The supervisor verbally discusses the concerns with the employee and lets the employee know the nature of the problem. Written documentation of the verbal warning shall be placed in the employee's personnel file.

b) Step Two: Written Warning

This step is used for a repeated offense where the discipline in Step 1 has failed to correct the problem or behavior, or for more serious problems that initially require stronger action. Under this step, a written warning is given to the employee and put in the employee's personnel file documenting the problem.

c) Step Three: Suspension

This step is used for repeated offenses where Steps 1 and 2 have failed to correct the problem or behavior, or for more serious problems that initially require stronger corrective action than the above steps. An employee is sent

home without pay for a specified period of time. For an exempt employee, unpaid suspensions shall be in increments of workweeks. An exempt employee may also be given a period of time off with pay to make a personal decision as to whether to change behavior and continue employment with the City. Prior to a decision to suspend an employee, a pre-disciplinary hearing must be held.

d) Step Four: Termination

This step is to be used for instances where an employee has failed to correct their behavior after previous discipline or if there is a serious violation of City standards of conduct where immediate termination is warranted. Prior to a decision to terminate an employee, a pre-disciplinary hearing must be held.

Other examples of disciplinary methods that may be used include withholding a scheduled pay increase, pay reduction and demotion; these also require a pre-disciplinary hearing before the decision is made.

2. Pre-Disciplinary Hearing.

This section does not apply to at will employees or to employees who have not completed their initial orientation period.

When considering discipline that would deprive an employee of pay, such as a step three suspension or step four termination, the City will conduct a pre-disciplinary hearing. The hearing serves as a check against a mistaken decision and as an opportunity for an employee to furnish reasons why they should not be disciplined before the decision is finalized.

a) Notice to the Employee

The employee shall be provided with a notice of the pre-disciplinary hearing.

The notice shall include an explanation of the charges on which the potential discipline is based, and the time and date for the hearing.

b) At the Hearing

The hearing will be presided over by the Department Director or a designated representative. The hearings are intended to be informal. The employee will be given an opportunity to explain why the serious discipline should not be taken. The employee may bring one person to the hearing as a representative. If the employee fails or refuses to appear, the Department Director shall determine the discipline without the employee's input.

c) After the Hearing

After the hearing, the Department Director will consider the information provided and will consult with the Human Resources Director. As soon as possible, the director will issue the decision. A longer review period may be required in more complex situations, and the employee will be so informed.

L. Complaint Resolution Procedure

1. Resolving Conflict Informally

It is natural to have misunderstandings and conflict in organizations. The purpose of this procedure is to provide a method for the resolution of such

matters in a positive and constructive manner and to give employees a means of airing complaints regarding their employment. Employees and supervisors are encouraged to resolve the causes of conflict or disputes between themselves informally whenever possible.

2. Resolving Conflict Formally

When informal resolution fails, an employee may file a complaint in a more formal manner following the procedure outlined below. No retaliation, disciplinary action or discrimination shall occur because of the filing of a bona fide complaint under this procedure. The procedure should not, however, be construed as preventing, limiting, or delaying the City from taking disciplinary action against any employee up to and including termination where disciplinary action is deemed appropriate.

An employee who has been involuntarily separated from employment with the City has the right to participate in this process pursuant to the terms outlined below. Any complaint by a terminated employee must begin with step 3.

a) Complaint Definition

A complaint is a written allegation by an employee or former employee who has been involuntarily terminated that they have not been treated according to the personnel policies, or other rules or regulations.

b) 30 Days to Initiate a Complaint

Complaints must be initiated within 30 days of the alleged act and a copy of the complaint provided to Human Resources.

c) Step 1 Present Complaint to Supervisor

An employee should present the complaint to the supervisor and request time to meet and discuss the complaint. In consultation with Human Resources, the supervisor shall consider the complaint and all relevant information and respond to the employee in a timely manner.

d) Step 2 if Needed

If the problem is not resolved at Step 1, the employee shall next request a meeting with the Department Director. In consultation with Human Resources, the Department Director will conduct an investigation and review the matter with appropriate persons. The Department Director shall respond to the employee within 10 working days, unless the response will take longer, in which case the director will keep the employee informed when the response will be available.

e) Step 3 Final Step if Needed

If the problem is not resolved at Step 2 and the employee wishes to pursue the complaint, they shall request a meeting with the City Manager. The City Manager shall meet with the employee. The City Manager shall also conduct an investigation or otherwise consider information relevant to the complaint.

The City Manager shall issue a decision within 15 working days unless more time is needed, in which case the City Manager shall keep the employee informed of when the response will be available. The City Manager's decision shall be final and binding on the parties.

VIII. SEPARATION FROM EMPLOYMENT

A. Resignation

The City expects a resigning employee to give written notice to their supervisor at least two calendar weeks in advance of the final working day. Unless approved by the City Manager, an employee may not use of vacation, management or personal leave immediately prior to their separation from employment for the purpose of extending health benefit coverage into another month.

B. Unauthorized 3 Day Absence

Unauthorized absence from work for a period of three consecutive days will be considered as a voluntary resignation, unless the employee can provide a reasonable explanation to the Department Director.

C. Separation Procedures

The Human Resources Department will verify an employee's separation date and notify payroll. A final paycheck will be issued to the employee on the next regular payday after completion of the following: exit interview, return of City keys, car, ID card, credit cards, bus pass, tools and equipment, uniforms, printed materials, and any other property or resources which had been made available to the employee. In addition, Human Resources will resolve the status of retirement plans, insurance conversions, and deferred compensation programs, and will conduct an exit interview.

D. Reduction in Force, Layoff and Recall

The City 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 or change in operational structure position(s) or service(s) are abolished, there is a lack of work, shortage of funding or for other legitimate business reasons.

1. **Notice**

When a layoff is anticipated, employees whose jobs are affected will be notified in advance and will be provided an opportunity to meet with the Department Director prior to implementation of the layoff. The purpose of this meeting is to give the affected employee an opportunity to ask questions and to better understand the business reason why management selected that position for layoff. The employee may also offer additional information for consideration prior to a final decision being made and before the layoff is implemented.

2. **Order of Layoff**

Layoffs are determined by classification on an organization-wide-basis.

Extra help employees performing similar work will be terminated prior to regular employees being laid off.

Regular employees will be retained based on their ability to perform work needed to meet program and organizational needs.

Where there is no demonstrable difference in ability to perform, employees with longer service will be retained.

3. Alternatives to Layoff

The City retains the right to mitigate the need for layoffs by transferring employees who would otherwise be impacted by layoffs to equivalent available vacant positions. Additional options such as part-time work schedules, job sharing, voluntary demotions and voluntary time and/or pay reductions, or furloughs may also be explored, at the discretion of the City Manager.

4. Layoff Support

Regular full-time and regular part-time employees are eligible for Layoff Support. Once the employee has been notified of the future layoff, the employee shall be eligible for:

- a) Job search assistance, tailored to the particular circumstances and authorized by the City Manager.
- b) Limited time off for interviewing, subject to the approval of the Department Director.

5. Severance

Regular full-time and regular part-time employees are eligible for severance. Extra-help and limited term employees are not eligible for severance. After the layoff takes effect, the employee shall be eligible to receive a severance package based on their budgeted FTE consisting of the following:

<u>Years of Service</u>	<u>Severance Package</u>
1 – 4 years	2 weeks salary + 10% sick leave
5 – 9 years	4 weeks salary + 10% sick leave
10 – 14 years	6 weeks salary + 10% sick leave
15 – 19 years	8 weeks salary + 10% sick leave
20+ years	10 weeks salary + 10% sick leave

If the employee leaves employment at the City prior to the layoff date, the employee is not eligible for the severance package.

6. Rehire List

Any regular employee who is laid off shall be placed on a City rehire list for a period of one year from the date of layoff. An employee shall not be placed on the rehire list if the employee leaves employment at the City prior to the layoff date. The City will honor an employee's written request to not be placed on or to be removed from the list.

An employee on the Rehire List shall be deemed eligible for an open regular position when:

- The employee meets the minimum qualifications listed on the classification specification based on 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.

When hiring for any vacancy, the Department Director shall first consult Human Resources to determine if any employee on the rehire list is eligible for the vacancy. If there is an eligible employee on the rehire list, the employee shall be offered the position. In the case of more than one eligible employee on the rehire list, the position shall first be offered to the employee with the longest term of service with the City.

The employee has seven calendar days from the time the offer is sent to accept the offer; failure to do so will be considered a refusal.

An employee accepting a demotion to a position in a lower salary range shall remain on the list for the remainder of the year (based on the original layoff date).

An employee shall be removed from the list upon rehire by the City, a third refusal of a City job offer or the expiration of one year, whichever comes first.

If a department has a need to hire extra help while the City has any employees on the Rehire List, the Department Director shall first contact Human Resources before taking any other steps to hire the extra help. The extra help opportunity shall first be offered to any employees on the rehire list meeting the minimum requirements (in order of service with the City – longest first). Only if all eligible employees on the Rehire List refuse the extra help opportunity may the department proceed to outside hire. Neither acceptance nor refusal of an extra help opportunity shall affect an employee's status on the Rehire List.

E. Furlough (Temporary Reduction in Hours)

A furlough is a temporary reduction of work hours due to a lack of work, shortage of funding, or for other business reasons. The City retains the sole and exclusive right to decide whether a temporary reduction in force is necessary and to select the operational unit(s) and positions for which furloughs will occur. During a furlough, the employment relationship remains intact and the individual who is furloughed continues to be an employee of the organization and will resume their regular position duties at the conclusion of the furlough. During a furlough, the employee is in an unpaid leave of absence status. A furlough differs from a layoff in that with a layoff, the employment relationship is severed. An employee who is laid off is no longer employed with the organization; they are separated from employment and considered terminated.

Increments of Furlough: Furloughs may occur in increments of a work day, a partial work week or full workweek, or months.

FLSA Exempt Status Change: FLSA exempt (salaried) employees may have their FLSA status temporarily changed to non-exempt (hourly) status during a partial workweek furlough.

Restriction to Work: During a furlough an employee is prohibited from performing work of any kind.

Notice: When a furlough is anticipated, employees whose jobs are affected will be notified in advance to allow time to make any necessary personal financial arrangements and to minimize the impact due to the anticipated loss of income.

1. Impact of Furlough on Work Schedule and Pay

Furloughs are considered a leave without pay. Time while furloughed will not count toward the calculation of overtime.

Overtime is not to be used as a method for making up time and earnings lost due to a furlough.

Employees may not substitute paid leave for mandatory furlough days. However, if an employee is absent on the scheduled furlough day(s) due to a Worker's Comp injury, alternative furlough day(s) will be arranged.

If an employee is on a furlough day and is requested to return to work, they will be paid according to the applicable City policy and an alternative furlough day(s) will be scheduled.

2. Impact on Benefits During a Furlough

While on a furlough an employee does not earn sick or vacation leave accruals for any period of unpaid time.

All leave accruals earned prior to a furlough will be retained and will be available for use upon return from furlough.

An employee's anniversary date will be adjusted for any furloughs greater than three (3) consecutive months.

Health insurance benefits and premiums paid by the City remain intact and uninterrupted during a furlough of three (3) or less consecutive months. Employees will be required to self-pay or reimburse the City for their portion of any benefit premium that would otherwise be deducted from their regular paycheck.

For furloughs greater than three consecutive months in length, the employee will have the option to continue health benefits through COBRA.

3. Furlough Support

Regular full time and regular part time employees who are subject to a furlough may be eligible for additional support services including:

- Access to the Employee Assistance Program while on furlough.
- Unemployment compensation and worker retraining services.

4. Employees on Protected Leave

An employee who is on protected leave (e.g., family medical leave) may also be furloughed; however, under no circumstances may an employee be furloughed *because* they are on protected leave.

5. Appeal Process

Unless otherwise provided for under City policies, a collective bargaining agreement, or the law, reductions in force and furloughs are not subject to the grievance process nor subject to appeal.

6. Unemployment Compensation

Eligibility for unemployment compensation is subject to evaluation and determination by the Washington State Employment Security Department.

Employees are directed to contact the Washington State Employment Security Department to determine eligibility in the event of a reduction in work hours due to furlough.

7. Shared Work Program

The City of Shoreline participates in the Shared Work program, administered by the Washington State Employment Security Department. This program provides eligible employees an opportunity to receive unemployment benefits when their regular work hours are reduced due to a furlough.

8. Return to Work Following a Furlough

At the completion of the furlough period employees will be returned to the same position they held prior to the furlough except when it is determined by the City Manager that further action is needed or if a reduction in force and layoff process is initiated.

IX. CLOSING STATEMENT

We are pleased that you have chosen to be part of our Shoreline team, if you have any questions about the information contained in this handbook, please ask your supervisor or visit Human Resources.

X. APPENDIX A - 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 unbefitting 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 their supervision, or for the benefit of their 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.

XI. CITY OF SHORELINE EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I understand that the information contained in the Employee Handbook represents guidelines only and that the City reserves the right to modify, amend or terminate these policies at any time.

I understand that these policies are not a contract of employment, express or implied, or a guarantee of employment for any specific duration between me and the City and I should not view it as such.

I acknowledge receipt of these policies and have read and understand their contents.

Employee's
Signature

_____ Date _____

Printed Name

Adding Juneteenth as an Official City Holiday

City Council Strategic Planning Workshop, March 5 and 6, 2021

Policy Question

Is the City Council interested in adding June 19th (Juneteenth) as an officially recognized paid holiday for employees of the City of Shoreline?

Background and History

Juneteenth has been embraced by many in the African American community as the date for celebration of the end of enslavement in the United States. That acknowledgement has historically been celebrated in the absence of formal status as a paid holiday.

On June 19, 1865, General Gordon Granger, with 2,000 federal troops at his command, arrived at Galveston, Texas, to establish a federal presence in the state at the end of the Civil War. Though Robert E. Lee had surrendered Confederate troops at Appomattox Courthouse in Virginia two months earlier, enslavement continued in Texas, where many slaveholders had moved. They considered Texas a safe haven from federal enforcement of the January 1, 1863 Emancipation Proclamation, because of that state's remoteness from the primary theater of the war.¹

On that date, General Granger read General Order Number 3, as follows:

"The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property, between former masters and slaves and the connection heretofore existing between them, becomes that between employer and hired labor. The Freedmen are advised to remain at their present homes and work for wages. They are informed that they will not be allowed to collect at military posts; and they will not be supported in idleness either there or elsewhere".²

African Americans greeted the announcement of General Order Number 3 with spontaneous celebration, which began a tradition in Texas of marking the anniversary of freedom on Juneteenth. That anniversary date took root in many African American communities in the late 19th century and continued as a grass-roots annual celebration. During the Reconstruction and Jim Crow eras of American history however, Juneteenth was not accorded official respect or recognition.³

¹ "What is Juneteenth?" <https://www.history.com/news/what-is-juneteenth>

² Congressional Research Service Juneteenth Fact Sheet <https://fas.org/sgp/crs/misc/R44865.pdf>

³ Juneteenth: Our Other Independence Day Smithsonian Magazine <https://www.smithsonianmag.com/history/juneteenth-our-other-independence-day-16340952/>

Other Jurisdictions' Observance of Juneteenth

More recently however, states have undertaken acknowledgements or observations of the date in different forms, particularly over the last two decades. In Washington State, [RCW 1.16.050 \(7\)](#) references Juneteenth as “recognized”, “but not considered a legal holiday for any purpose.” According to the Congressional Research Service, 46 states and the District of Columbia have commemorated or recognized the day in some form.

Locally, King County has adopted Juneteenth as an official holiday. Research conducted by the Municipal Research and Services Center (MRSC) did not find any other local jurisdictions (other than King County) that has adopted Juneteenth as an official holiday. MRSC did note several entities that have recognized or commemorated Juneteenth through proclamation, however.

Current State Legislative Proposal

The Washington State Legislature is currently considering adding Juneteenth as an official state holiday. [House Bill 1016](#), which would recognize Juneteenth as a State holiday, is in committee review at this time. Both of the 32nd District Representatives representing Shoreline (Representatives Ryu and Davis) are sponsors of this bill. If the State enacts this legislation, it will not apply to the private sector or local municipalities. Local governments, like the City of Shoreline, would need to act on their own by ordinance or resolution to add Juneteenth as an official holiday.

Current City Holidays

The City’s official holidays are identified in the City’s Employee Handbook (personnel policies), which is amended by Council Resolution. If added as an official City holiday, June 19th (Juneteenth) would become the 11th paid staff holiday officially recognized by the City of Shoreline, joining the following current holidays:

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

It should also be noted that these 10 current holidays were also recently negotiated with the City’s Maintenance Worker Union, and any change to the holidays for non-represented employees would become a mandatory subject of collective bargaining for the Union. Thus, the inclusion of Juneteenth as an official holiday would require the City to engage in bargaining

with the Union on the subject. If brought forward to the Union, we would anticipate the Union would support adding this holiday as an additional benefit for the bargaining group.

Financial Impact

If the Council were to add Juneteenth as an official City holiday, the primary direct cost would be overtime expenses incurred if City employees are called back into work on the holiday to respond to urgent situations. These situations occur when staff are needed to attend to critical infrastructure needs or other emergency situations that can't wait until the next regular business day. The City's policies provide for overtime pay at one and one half times the employee's base hourly wage rate of pay (1.5 x hourly rate). Since 2016, the City averages \$1,245.83 in daily overtime expenses on holidays. Similar overtime expenses would be anticipated if the Council were to add another holiday to the City calendar.

Lost productivity due to holiday closure would be an indirect cost to the City. This is more challenging to measure. To derive costs associated with lost productivity, the City would need to establish baseline productivity measures. These measures are not yet widely available in all departments. Therefore, it's difficult to calculate productivity losses attributed to providing an additional holiday to employees. If at the very least staff were to quantify the lost labor hour cost of all non-exempt (hourly) staff at the City for this one day, the cost would be roughly \$26,000.

As noted above, King County recently included Juneteenth as an official County holiday. Information presented to the King County Council, including cost estimates of taking this action, can be found at the following link: [King County Council Staff Report on Juneteenth](#).

Conclusion

Determining paid City holidays for the City are the purview of and fall under the authority of the City Council. Adding Juneteenth as a paid City Holiday would indeed honor the significance of this day in American history and would be a demonstrable show of support for the local African American community. There is of course a cost impact for an additional holiday, which would primarily be in lost service delivery to the public and lost productivity of the workforce. As was noted earlier in this paper, the cost attributed to lost productivity is difficult to quantify. In giving serious consideration to recognizing Juneteenth as an official holiday, staff does not recommend taking away a current City holiday and replacing it with Juneteenth. Instead, staff recommends that Council consider the costs and benefits of Juneteenth as an additional, 11th paid holiday for City employees. Staff is prepared to research and gather additional information of this subject should Council desire to pursue this further.