



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, June 09, 2022 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom
17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Please note, this link works for both the Work Session (6:00 p.m.) and Regular Meeting (7:00 p.m.).

**Join Zoom Webinar: <https://us06web.zoom.us/j/89256100684>
Call into Webinar: 253-215-8782 | Webinar ID: 892 5610 0684**

The City Council is providing opportunities for public comment by submitting a written comment or by joining the meeting webinar (via computer or phone) to provide oral public comment.

HOW TO PARTICIPATE WITH ORAL COMMENTS:

Sign up here <https://app.waitwhile.com/welcome/comment-sign-up> between 12:00 and 5:00 p.m. on the day of the meeting to provide Oral Comments during the meeting.

If you are in person at the meeting, there is a sign in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time.

In order to address the Council during the Public Comment section of the agenda, please use the “raise hand” feature and the bottom of the screen. Oral comments are limited to 3:00 minutes per speaker. Individuals wishing to speak to agenda items will be called to speak first in the order they have signed up. The City Clerk will call your name and allow you to speak. Please state your name and whether you are a resident of Lake Forest Park. The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

<https://www.cityofflp.com/615/Virtual-Meetings-during-COVID-19> (use CTRL+CLICK to open this link)

Written comments for public hearings will be submitted to Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. Because the City has implemented oral comments, written comments are no longer being read under Citizen Comments.

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City’s website at www.cityofflp.com.

Meetings are shown on the city’s website and on Comcast channel 21 for subscribers within the Lake Forest Park city limits.

AGENDA

1. **CALL TO ORDER: 7:00 PM**
2. **PLEDGE OF ALLEGIANCE**
3. **ADOPTION OF AGENDA**
4. **PROCLAMATIONS**

[A.](#) Juneteenth 2022

[B.](#) PRIDE Month 2022

C. Recognition of Service

5. **CITIZEN COMMENTS**

*This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

6. **CONSENT CALENDAR**

The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.

[A.](#) City Council Committee of the Whole Meeting Notes - May 23, 2022

[B.](#) City Council Regular Meeting Minutes - May 26, 2022

[C.](#) Approval of City Expenditures for the Period Ending June 9, 2022, in the total amount of \$388,887.57 for Payroll Fund and Claims Fund transactions

7. **FINAL CONFIRMATION**

[A.](#) Planning Commission Interviews and Confirmation - Position 3, term to expire 2/28/2025 and Position 5, partial term to expire 2/28/2023

Meredith LaBonte and Ashton Alvarez McCartney

8. **ORDINANCES AND RESOLUTIONS FOR ACTION**

[A.](#) Resolution 1847/City Recognition of Juneteenth Holiday

9. **ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION**

[A.](#) Resolution 1848/Authorizing the Mayor to Sign American Rescue Plan Act (ARPA) Grant Agreement between the City and Two Trading Tigers, LLC

10. **COUNCIL DISCUSSION AND ACTION**

11. OTHER BUSINESS

12. COUNCIL COMMITTEE REPORTS

- A. Councilmember Reports
- B. Mayor's Report
- C. City Administrator's Report
- D. City Administrator Report - June 9, 2022

13. EXECUTIVE SESSION

- A. Executive Session - Potential Litigation pursuant to RCW 42.30.110 (1) (i)

14. ADJOURN

FUTURE SCHEDULE

--Wednesday, June 15, 2022 City Council Budget and Finance Committee Special Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, June 16, 2022 City Council Budget and Finance Committee Meeting *canceled*

--Monday, June 20, 2022 City Council Committee of the Whole Regular Meeting *canceled*

--Tuesday, June 21, 2022 City Council Committee of the Whole Special Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, June 23, 2022 City Council Regular Business Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

--Monday, July 4, 2022 City Offices Closed in Observance of Independence Day

As allowed by law, the Council may add and take action on items not listed on the agenda

Any person requiring a disability accommodation should contact city hall at 206-368-5440 by 4:00 p.m. on the day of the meeting for more information.



PROCLAMATION

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

WHEREAS, the end of the Civil War began with the surrender of General Lee at Appomattox Court House on April 9, 1865 and ended with the final terms of surrender of the last Confederate General on June 2, 1865; and

WHEREAS, this news reached Texas when Union Major-General Gordon Granger arrived in Galveston Bay with his troops. It was on June 19, 1865, that he announced: "the people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free"; and

WHEREAS, celebration of the end of slavery reaching the furthest Union state, which became known as Juneteenth, is one of the oldest public celebrations of the end of slavery in the United States; and

WHEREAS, Juneteenth celebrations spread across many southern states and more with the movement of freed Texas slaves as they exercised their newfound freedoms in search of family and new lives; and

WHEREAS, the first Juneteenth celebrations brought friends and families together, often on emancipated land, the first to be owned by former enslaved people, and included inspirational speakers, reading of the Emancipation Proclamation of 1863, food and stories from former enslaved people; and

WHEREAS, Juneteenth commemorates the complete emancipation of Confederate slaves and June 19th was declared Emancipation Day in Texas in 1980; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of America.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim June 19 as a day to celebrate Juneteenth 2022 in the City of Lake Forest Park.

Signed this 9th day of June, 2022.

Jeff Johnson, Mayor
City of Lake Forest Park



PROCLAMATION

PRIDE MONTH

WHEREAS, the Lesbian, Gay, Bisexual, Transgender, and Queer+ (LGBTQ+) communities of the greater Puget Sound area are an integral part of the vibrant culture and climate of our area; and

WHEREAS, the diverse LGBTQ+ communities continue to contribute to widespread academic, economic, artistic, and social spheres within and around our city; and

WHEREAS, the month of June was designated *Pride Month* to commemorate the Stonewall Riots which occurred in June of 1969 and are generally recognized as the catalyst of the LGBTQ+ rights movement; and

WHEREAS, the LGBTQ+ communities of Puget Sound have thoughtfully organized numerous workshops, sporting events, receptions, festivals, concerts, plays, dances, and a host of other inspired activities to participate in during the celebration of *Pride Month*; and

WHEREAS, the City of Lake Forest Park remains committed to protecting the civil rights of LGTBQ+ communities, as the power and purpose of this iconic event proves vital in our unified effort to forge a more open and just society; and

WHEREAS, the active and involved Lesbian, Gay, Bisexual, Transgender, and Queer+ people and families make an indelible impact upon the quality of life in the Puget Sound, and *Pride Month* serves as a call to our collective consciousness to persist in the fight to eradicate prejudice and discrimination everywhere.

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park proclaim June 2022 to be

PRIDE MONTH

in Lake Forest Park and encourage all citizens to recognize the enduring efforts and ongoing contributions of the Lesbian, Gay, Bisexual, Transgender, and Queer+ communities to our city and to our country.

Signed this 9th day of June, 2022.

Jeff Johnson, Mayor

COUNCIL COMMITTEE OF THE WHOLE MEETING NOTES
May 23, 2022

Councilmembers present: Tom French, Deputy Mayor; Lorri Bodi; Tracy Furutani, Larry Goldman, Phillipa Kassover, John Lebo, Semra Riddle

Councilmember absent: None

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mike Harden, Police Chief, Matt McLean, City Clerk

Others present: 4 visitors

CALL TO ORDER

Deputy Mayor French called the April 25, 2022 Committee of the Whole meeting to order at 6:00 p.m.

Continued Discussion of Council Goals and Priorities

Deputy Mayor French reviewed proposed goals and priorities from the Council Retreat, and the Council discussed potential additional goals and priorities.

Other Business

Cmbr. Riddle gave a brief presentation regarding a plan for replacing the mailboxes in the city for citizens and responded to questions from the Council.

The Council supported the plan and agreed to move forward with the plan as presented.

Deputy Mayor French gave a short presentation regarding creating a Salary Commission that would recommend salaries for the City Council, and responded to questions from Council.

The Council supported exploring the creation of a Salary Commission.

Citizen Comments – There were no comments from the public.

Adjournment

There being no further business, the meeting adjourned at 7:45 p.m.

Tom French, Deputy Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
May 26, 2022**

It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.

Councilmembers present: Tom French, Deputy Mayor; Lori Bodi, Phillippa Kassover, Tracy Furutani, Larry Goldman, Jon Lebo, and Semra Riddle

Councilmembers absent: None

Staff present: Jeff Johnson, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Steve Bennett, Planning Director; Jeff Perrigo, Public Works Director; Lee Aalund, Human Resources Director; Matt McLean, City Clerk; Andrew Silvia, Senior Project Manager

Others present: 8 visitors

CALL TO ORDER

Mayor Johnson called the May 12, 2022, City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Goldman gave the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor French moved to approve the agenda with the addition of a proclamation declaring the first Friday in June as National Gun Violence Awareness Day.
Cmbr. Kassover seconded. The motion to adopt the agenda as amended carried unanimously.

PROCLAMATION of Gratitude to Senator David Frockt, Representative Gerry Pollett, and Representative Javier Valdez

Mayor Johnson read a proclamation of gratitude to Senator David Frockt, Representative Gerry Pollett, and Representative Javier and presented each of them with a plaque for appreciation.

1 **PROCLAMATION – Declaring the First Friday in June to be National Gun Violence Awareness**
2 **Day**

3
4 Deputy Mayor French read the proclamation declaring June 3, 2022 as National Guna Violence
5 Awareness Day
6

7 **PRESENTATION – Parks and Recreation Advisory Board Work Plan**

8
9 Parks and Recreation Advisory Board Chair Tyler Dittman presented the Board’s work plan to
10 the Council and responded to Council.
11

12 **CITIZEN COMMENTS**

- 13
14
 - Roy Choudary commented that the neighbors of a parcel have issued an appeal to a tree permit that was issued to the owner to cut down trees on their lots.
 - Jeff Snedden commented on the tree permit to cut down trees and the problems with current tree code.
 - Julian Andresen commented on the opposition to the tree permit and support the neighbors’ efforts to appeal the finding of the tree permit.

19
20

21 **CONFIRMATION REVIEW – Tree Board**

22
23 Council interviewed Amanda Parker for a position on the Tree Board.
24

25 **Cmbr. Kassover moved** to confirm the Mayor’s appointment to the Tree Board as
26 follows:
27

- 28
 - Amanda Parker, Position 7, 3-year term to expire 2/28/2025

29

30 **Cmbr. Bodi seconded. The motion to confirm the Mayor’s appointment to the Tree**
31 **Board carried unanimously.**
32

33 **CONSENT CALENDAR**

34
35 **Deputy Mayor French moved** to approve the consent calendar as presented. **Cmbr.**
36 **Riddle seconded. The motion to approve the consent calendar as presented carried**
37 **unanimously.**
38

- 39
 1. May 12, 2022 City Council Work Session Meeting Minutes
 2. May 12, 2022 City Council Regular Meeting Minutes
 3. Approval of City Expenditures for the Period Ending May 26, 2022, covering Claims Fund Check Nos. 83605 through 83652, in the amount of \$628,874.02 are approved; additional transactions are Invoice Cloud, \$1,224.95; Lexis Nexis,

42
43

1 \$257.26; Washington State Excise Tax, \$12,757.88; total approved Claims Fund
2 transactions \$643,114.11
3

4 **For consideration, discussion, and/or action on Ordinance 1241/Amending Chapter 16.25,**
5 **Water Quality, and Sections 16.08.030, 16.08.070, 16.16.330, 16.24.010, 16.24.631, 16.24.32,**
6 **18.48.030, and 18.58.090 of the Lake Forest Park Municipal Code Relating to National**
7 **Pollution Discharge Elimination System (NPDES) Source Control Program Creation and**
8 **Stormwater Design Manual Updates**
9

10 Mr. Silvia reviewed the updates for the Code related to the Code and responded to questions
11 from the Council.
12

13 **Discuss a Potential Merger of the Kirkland Community Responder and RADAR (Response**
14 **Awareness, De-escalation and Referral) Navigator Programs & Introduction of a Potential**
15 **Regional Crisis Stabilization Unit to Serve North King County**
16

17 Mr. Hill presented the item and responded to questions from the Council.
18

19 **Other Business**
20

21 Mr. Hill informed the Council that they will be considering the new Juneteenth holiday for City
22 employees at the next Regular Meeting.
23

24 **COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS**
25

26 Councilmembers reported on meetings they attended.
27

28 **ADJOURNMENT**
29

30 There being no further business, the meeting was adjourned at 8:26 p.m.
31
32
33

34 _____
35 Jeff Johnson, Mayor
36

37 _____
38 _____
39 Matthew McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
6/9/2022

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 83653 through 83683 in the amount of \$92,917.89 and PAYROLL FUND ACH transactions in the amount of \$295,478.93 are approved for payment this 9th day of June, 2022.

Additional approved transactions are:
ACH transaction Elavon in the amount of \$490.75

Total approved claim fund transactions: \$388,887.57

City Clerk

Mayor

Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 06/01/2022 - 11:57AM
Batch: 00001.06.2022



Section 6, Item C.

CLAIM VOUCHER

CITY OF LAKE FOREST PARK
17425 BALLINGER WAY NE
LAKE FOREST PARK, WASHINGTON 98155

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Forest Park, and that I am authorized to authenticate and certify to said claim.

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	46,481.65
101	Street Fund	314.76
302	Transportation Capital Fund	8,222.00
401	Sewer Utility Fund	483.93
403	Surface Water Fund	27,280.99
501	Vehicle Equip Replacement Fund	5,111.58
631	Treasurer's Clearing Fund	5,513.73
Report Total:		93,408.64

Accounts Payable

Computer Check Register

User: dmeagher
 Printed: 06/01/2022 - 11:50AM
 Batch: 00001.06.2022
 Bank Account: Operatin



Section 6, Item C.

Check	Vendor No	Vendor Name	Date	Invoice No	amount
83653	BHC	BHC Consultants LLC	6/9/2022		
				0015919	640.00
		Check 83653 Total:			640.00
83654	CADMAN	Cadman Materials, Inc.	6/9/2022		
				5834869	106.13
				5833733	112.37
		Check 83654 Total:			218.50
83655	CITECH	CI Technologies, Inc.	6/9/2022		
				5218	1,250.00
		Check 83655 Total:			1,250.00
83656	CMHEAT	CM Heating	6/9/2022		
				122-MECH-0138	152.25
		Check 83656 Total:			152.25
83657	COSTMEMB	Costco Membership	6/9/2022		
				104917-22	120.00
		Check 83657 Total:			120.00
83658	CRIMJUST	Washington Criminal Justice C	6/9/2022		
				201136320	100.00
		Check 83658 Total:			100.00
83659	DAILYJOU	Daily Journal of Commerce	6/9/2022		
				3378284	132.50
		Check 83659 Total:			132.50
83660	DEARMORE	Robert Dearmore	6/9/2022		
				043022	98.40
		Check 83660 Total:			98.40
83661	KCJAILWK	King County Finance	6/9/2022		
				3003639	903.20
		Check 83661 Total:			903.20
83662	KCPET	King County Pet License	6/9/2022		
				461931	15.00
				403794	15.00
				611439	15.00
				234073	15.00

					Section 6, Item C.	
Check	Vendor No	Vendor Name	Date	Invoice No		
				234074	15.00	
				403729	15.00	
				428379	15.00	
				662083	15.00	
		Check 83662 Total:			120.00	
83663	KCVICTIM	King County Finance	6/9/2022	043022	85.81	
		Check 83663 Total:			85.81	
83664	MCCONVIL	Pamela McConville	6/9/2022	050922	34.32	
		Check 83664 Total:			34.32	
83665	NORTHFIR	Northshore Fire Department	6/9/2022	6011	300.00	
		Check 83665 Total:			300.00	
83666	NORTHUTI	Northshore Utility District	6/9/2022	1352050	1,555.56	
				1352050	3,556.02	
				290336 5/22	139.88	
				325416 5/22	25.89	
		Check 83666 Total:			5,277.35	
83667	OFFICEDE	Office Depot, Inc.	6/9/2022	243869122001	147.85	
				243870226001	25.86	
				244478066001	85.55	
				243617701001	29.05	
				243617701001	58.11	
				243617701001	10.68	
		Check 83667 Total:			357.10	
83668	PACEENG	PACE Engineers, Inc.	6/9/2022	82784	8,222.00	
				82581	50.00	
				82581	100.00	
				82581	200.00	
		Check 83668 Total:			8,572.00	
83669	PACOFFA	Pacific Office Automation	6/9/2022	2S10100-16	469.03	
		Check 83669 Total:			469.03	
83670	PARAMETR	Parametrix, Inc	6/9/2022	35157	27,255.10	
		Check 83670 Total:			27,255.10	
83671	PAWS	Progressive Animal Welfare S	6/9/2022	109	220.00	

Check	Vendor No	Vendor Name	Date	Invoice No	Section 6, Item C.
		Check 83671 Total:			220.00
83672	PITNEYMR	Pitney Bowes Global Financial	6/9/2022	3315614574	530.30
		Check 83672 Total:			530.30
83673	SISKUN	Siskun Power Equipment	6/9/2022	449599	314.76
				449599	314.76
				449599	314.76
		Check 83673 Total:			944.28
83674	SMHINC	Stewart MacNichols Harmell,	6/9/2022	051322	7,500.00
		Check 83674 Total:			7,500.00
83675	SNOCOBED	Snohomish Co Sheriff's Office	6/9/2022	2022-7311	30,403.30
		Check 83675 Total:			30,403.30
83676	SNOCOMED	Snohomish County Sheriff's C	6/9/2022	2022-7341	663.00
				2022-7341	69.16
				2022-7341	-217.06
		Check 83676 Total:			515.10
83677	STATEAUD	State Auditor's Office	6/9/2022	L148263	928.00
		Check 83677 Total:			928.00
83678	STATEFIN	State Treasurer's Office	6/9/2022	043022	2,183.85
				043022	1,192.77
				043022	50.18
				043022	36.51
				043022	140.56
				043022	207.33
				043022	169.70
				043022	281.66
				043022	138.29
				043022	111.10
				043022	111.10
				043022	647.41
				043022	4.96
				043022	32.50
		Check 83678 Total:			5,307.92
83679	TROXELL	Amy Troxell	6/9/2022	051122	182.00
		Check 83679 Total:			182.00
83680	UB*00533	William Stoebeck	6/9/2022		13.89

Check	Vendor No	Vendor Name	Date	Invoice No	Section 6, ItemC.
Check 83680 Total:					13.89
83681	UB*00534	Joseph and Jennifer Lavy	6/9/2022		74.81
Check 83681 Total:					74.81
83682	UTILUND	Utilities Underground Locatio	6/9/2022		
Check 83682 Total:					176.73
83683	WESTCOA3	West Coast Armory North	6/9/2022	2020171	176.73
Check 83683 Total:					36.00
Check 83683 Total:					36.00
Report Total:					92,917.89

Accounts Payable

Section 6, Item C.

Checks by Date - Summary by Check Date

User: aheller
Printed: 5/25/2022 8:47 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	05/23/2022	38,725.75
ACH	NAVIA	Navia Benefit Solutions, Inc.	05/23/2022	233.28
ACH	NAVIAFSA	Navia - FSA	05/23/2022	228.41
ACH	TEAMDR	National D.R.I.V.E.	05/23/2022	4.45
ACH	WASUPREG	Washington State Support Registry	05/23/2022	200.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	05/23/2022	11,192.33
ACH	ZAFLAC	Aflac	05/23/2022	74.75
ACH	ZAWC	AWC	05/23/2022	1,396.53
ACH	ZEMPSEC	Employment Security Dept.	05/23/2022	435.43
ACH	ZGUILD	LFP Employee Guild	05/23/2022	725.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	05/23/2022	28,364.87
ACH	ZL&I	Washington State Department of Labor & I	05/23/2022	6,030.86
ACH	ZLEOFF	Law Enforcement Retirement	05/23/2022	11,987.14
ACH	ZLFPIRS	Lake Forest Park/IRS	05/23/2022	26,176.86
ACH	ZPERS	Public Employees Retirement	05/23/2022	21,050.61
ACH	ZTEAM	Teamsters Local Union #117	05/23/2022	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	05/23/2022	334.90
Total for 5/23/2022:				147,363.45
Report Total (17 checks):				147,363.45

Bank Reconciliation

Checks by Date

User: bwright
Printed: 05/25/2022 - 8:59AM
Cleared and Not Cleared Checks



Section 6, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/23/2022		DD 00523.05.2022	PR		148,115.48
Total Check Count:						1
Total Check Amount:						148,115.48

Accounts Payable

Voucher Approval List

User: dneagher
 Printed: 06/01/2022 - 11:56AM
 Batch: 00001.06.2022



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83653	6/9/2022	BHC Consultants LLC	Building Inspection Services	001-610-558-50-41-00	640.00
83654	6/9/2022	Cadman Materials, Inc.	Sewer Manhole Maintenance	401-750-535-00-48-00	112.37
83654	6/9/2022	Cadman Materials, Inc.	Sewer Manhole Maintenance	401-750-535-00-48-00	106.13
83655	6/9/2022	CI Technologies, Inc.	Use of Force Software	001-300-521-20-49-00	1,250.00
83656	6/9/2022	CM Heating	Permit Refund	001-000-322-13-00-00	152.25
83657	6/9/2022	Costco Membership	Membership Renewal Fee 2022	001-160-514-20-49-00	120.00
83658	6/9/2022	Washington Criminal Justice Training Commission	Records Training-Vedders	001-300-521-20-49-01	100.00
83659	6/9/2022	Daily Journal of Commerce	Tree Inventory Ad	001-600-558-60-44-00	132.50
83660	6/9/2022	Robert Dearmore	LEOFF Medical Reimbursement	001-300-521-20-20-01	98.40
0	6/9/2022	Elavon	4/22 Credit Card Fees	001-600-558-60-41-00	490.75
83661	6/9/2022	King County Finance	4/22 Jail Expenses	001-400-523-60-40-00	903.20
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Pet License	Pet Licenses	631-000-589-30-00-04	15.00
83662	6/9/2022	King County Finance	4/22 Crime Victim Payment	631-000-589-30-00-01	85.81
83664	6/9/2022	Pamela McConville	City Council Retreat	001-200-512-50-43-00	34.32
83665	6/9/2022	Northshore Fire Department	4/22 Fire Marshal Plan Review	001-610-558-50-41-01	300.00
83666	6/9/2022	Northshore Utility District	4/22 PW Fuel	501-000-548-50-32-00	1,555.56
83666	6/9/2022	Northshore Utility District	4/22 PW Fleet Maintenance	501-000-548-75-48-00	3,556.02
83666	6/9/2022	Northshore Utility District	19841 47th Ave NE HVP	001-700-576-80-47-00	139.88
83666	6/9/2022	Northshore Utility District	19346 47th Ave NE	403-770-553-50-47-00	25.89
83667	6/9/2022	Office Depot, Inc.	Office Supplies	001-130-514-89-31-00	29.05
83667	6/9/2022	Office Depot, Inc.	Office Supplies	001-600-558-60-31-00	58.11
83667	6/9/2022	Office Depot, Inc.	Office Supplies	001-200-512-50-31-00	10
83667	6/9/2022	Office Depot, Inc.	Office Supplies	001-300-521-20-31-00	147
83667	6/9/2022	Office Depot, Inc.	Office Supplies	001-300-521-20-31-00	25

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Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
83667	6/9/2022	Office Depot, Inc.	Office Supplies	001-160-514-20-31-00	85.55
83668	6/9/2022	PACE Engineers, Inc.	Wang SP 2017 REGP-0014	001-600-558-60-41-01	50.00
83668	6/9/2022	PACE Engineers, Inc.	Planning General Services	001-600-558-60-41-01	100.00
83668	6/9/2022	PACE Engineers, Inc.	NPDES Support	001-600-558-60-41-01	200.00
83668	6/9/2022	PACE Engineers, Inc.	Curb Ramp Design	302-901-542-10-41-00	8,222.00
83669	6/9/2022	Pacific Office Automation	4/22 PD Copier Rental	001-300-548-60-45-00	469.03
83670	6/9/2022	Parametrix, Inc	SMAAP & Source Control Support	403-770-553-50-41-00	27,255.10
83671	6/9/2022	Progressive Animal Welfare Society	5/22 Animal Control Services	001-370-554-30-40-00	220.00
83672	6/9/2022	Pitney Bowes Global Financial Svcs.	Postage Equipment 3/1/22-5/29/22	001-130-514-89-45-00	530.30
83673	6/9/2022	Siskum Power Equipment	Operating Supplies	001-700-576-80-31-01	314.76
83673	6/9/2022	Siskum Power Equipment	Operating Supplies	001-710-518-30-31-01	314.76
83673	6/9/2022	Siskum Power Equipment	Operating Supplies	101-730-544-90-31-01	314.76
83674	6/9/2022	Stewart MacNichols Harmell, Inc., P.S.	5/22 Public Defender Fees	001-120-515-41-40-00	7,500.00
83675	6/9/2022	Snohomish Co Sheriff's Office	4/22 Jail Fees	001-400-523-60-40-00	30,403.30
83676	6/9/2022	Snohomish County Sheriff's Office	4/22 Inmate Medical Services	001-400-523-60-40-00	663.00
83676	6/9/2022	Snohomish County Sheriff's Office	4/22 Inmate Pharmaceutical Services	001-400-523-60-40-00	69.16
83676	6/9/2022	Snohomish County Sheriff's Office	4/22 Inmate Pharmaceutical Services	001-400-523-60-40-00	-217.06
83677	6/9/2022	State Auditor's Office	2020 Audit	001-170-514-23-40-00	928.00
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-20-00-00	2,183.85
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-20-00-01	1,192.77
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-20-00-02	50.18
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-89-00-02	36.51
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-25-00-00	140.56
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-89-09-00	207.33
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-85-01-00	169.70
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-25-00-01	281.66
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-25-05-00	138.29
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-89-00-00	111.10
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-89-00-01	111.10
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-20-00-03	647.41
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-586-84-00-00	4.96
83678	6/9/2022	State Treasurer's Office	4/22 Court Fines/Forfeits	631-000-589-30-00-03	32.50
83679	6/9/2022	Amy Troxell	Hostage Negotiator Conference Travel	001-300-521-20-43-00	182.00
83680	6/9/2022	William Stoebuck	Refund Check 009135-000, 3515 NE 158th Pl	401-000-213-10-00-00	13.89
83681	6/9/2022	Joseph and Jennifer Lavy	Refund Check 011280-000, 19847 35th Ave Ne	401-000-213-10-00-00	74.81
83682	6/9/2022	Utilities Underground Location Ctr.	Sewer Utility Services	401-750-535-00-47-00	176.73
83683	6/9/2022	West Coast Armory North	Training Bay-Firearms	001-300-521-20-49-01	36

Warrant Total:

93,408

Section 6, Item C.

Accounts Payable

GL Distribution Report

User: dneagher
 Printed: 6/1/2022 - 11:58 AM
 Batch: 00001.06.2022
 Fiscal Period: 6
 JE Date: 06/09/2022



Fund	DR Amount	CR Amount	Account Number	Description
001 General Fund				
	0.00	45,990.90	001-000-111-10-00-00	Cash
	45,990.90	0.00	001-000-213-10-00-00	Claims Holding
	45,990.90	45,990.90		
101 Street Fund				
	0.00	314.76	101-000-111-10-00-00	Cash
	314.76	0.00	101-000-213-10-00-00	Claims Holding
	314.76	314.76		
302 Transportation Capital Fund				
	0.00	8,222.00	302-000-111-10-00-00	Cash
	8,222.00	0.00	302-000-213-10-00-00	Claims Holding
	8,222.00	8,222.00		
401 Sewer Utility Fund				
	0.00	483.93	401-000-111-10-00-00	Cash
	483.93	0.00	401-000-213-10-00-00	Claims Holding
	483.93	483.93		
403 Surface Water Fund				
	0.00	27,280.99	403-000-111-10-00-00	Cash
	27,280.99	0.00	403-000-213-10-00-00	Claims Holding
	27,280.99	27,280.99		
501 Vehicle Equip Replacement Fund				
	0.00	5,111.58	501-000-111-10-00-00	Cash
	5,111.58	0.00	501-000-213-10-00-00	Claims Holding

Fund	DR Amount	CR Amount	Account Number	Description
631 Treasurer's Clearing Fund	5,111.58	5,111.58		
	0.00	5,513.73	631-000-111-10-00-00	Cash
	5,513.73	0.00	631-000-213-10-00-00	Claims Holding
	5,513.73	5,513.73		
	92,917.89	92,917.89		
Grand Total:				

Mayor
Jeff R. Johnson

17425 Ballinger Way NE
Lake Forest Park, WA 98155-5556
Telephone: 206-368-5440
Fax: 206-364-6521
E-mail: cityhall@ci.lake-forest-park.wa.us
www.cityoflfp.com



Councilmembers
Tom French
Phillippa M. Kassover
Lorri Bodi
Tracy Fururtani
Larry Goldman
Jon Lebo
Semra Riddle

Commissioner/Board Member Application

*Please fill out your completed application and send it to mayor@cityoflfp.com or mail it to:
Lake Forest Park City Hall
Commissioner Application
17425 Ballinger Way NE
Lake Forest Park, WA 98155

Name	Meredith LaBonte
Address	LFP, WA 98155
Evening Phone	
Daytime Phone	Same
Email Address	
Date of Application	March 17, 2022

- 1. Which commission or board are you interested in? Planning Commission
- 2. Do you live in Lake Forest Park? Yes
- 3. How long have you lived in Lake Forest Park? 1 Year Moved from Phinney Ridge, Seattle
- 4. What are your interests in our City and what experiences or special knowledge can you bring to the commission?

Since civic participation is vital for a thriving community, I have been considering how I could serve my fellow neighbors and citizens. With my eyes open for needs, I read about the vacancy on the Lake Forest Park Planning Commission while reading the Spring LFP Times. I have, after reading the

current documents about the sign regulation and watching the March Commission recording would be a good fit for this position. I am eager to learn all about the issues that come before the commission so that I could be a part of an informed recommendation to the city council. As a homeschool mom, I have often been required to immerse myself in an unfamiliar topic in order to effectively teach my own children or others in co-op groups. Because of this, I am confident I could, with enthusiasm, become well versed in sign regulation or any other topic set before me, in order to give a helpful recommendation to the city council.

5. What do you hope to accomplish as a commissioner?

My goal would be to understand federal, state, and local laws and with that knowledge make informed recommendations, along with my fellow commissioners, to the city council. I would strive to balance individual liberties with the communal needs and wishes of all those who live in Lake Forest Park.

6. If you are appointed to a commission you will be required to attend monthly meetings. Are you available to attend evening meetings? yes

7. In addition to monthly meetings, there are often additional time commitments. Do you anticipate this being a problem for you? No

8. Do you have any issues that you are especially concerned about and think the commission should be addressing?

No, my desire to be on the commission stems from a desire to be a public servant and not a particular issue I want addressed.

9. Do you have any additional information or comments?

I would like to offer some thoughts that, had I been a commissioner during the March meeting, I would have offered.

1) There was some confusion about which rules applied to various types of signs based on the zone they were in, ie Town Center vs Residential vs Commercial etc. My recommendation would be to organize the legal document by the various zones.

- (1) Rm and Rs Zones
 - (a) allowed signs
 - (b) prohibited signs
 - (c) temporary sign rules
- (2) CC and BN Zone
 - (a) allowed signs
 - (b) prohibited signs
 - (c) temporary sign rules
- (3) TC Zone
 - (a) allowed signs
 - (b) prohibited signs
 - (c) temporary sign rules

By separating the legal description in this way, I believe it would more clearly communicate the rule zone and avoid confusion. In addition, residents would be able to flip to the pertinent area without needlessly being overburdened with rules that do not apply to their needs. For example, if I was wanting to put a small sign in my yard, I would want, in one very concise location, wording that would pertain to residential signs without being overwhelmed with language that only pertained to TC or Commercial signs. Likewise, if I was a business owner, I would want to find the rules that applied to Commercial property without being confused with language that concerned a homeowner.

- 2) Commissioner Gross suggested that signs should have dates and citizens should be able to throw away signs in the public right of way after a certain date. While I really like this idea, how would the city be able to confirm that this citizen waited until the time was up? Would photo documentation be required so as not to have neighbors accusing one another of taking signs down prematurely?
- 3) There was not mention of regulating obscene and offensive text or pictures on signs. I know that the free speech protection requires signs to be judged without reference to their content, however, typically obscene and offensive language is usually an exception to this first amendment concern. It would seem to be something to at least bring up.

Thank you for your interest in Lake Forest Park volunteer commissions.

Information on City Commissions and Boards

Thank you for your interest in becoming a commissioner. Members of all commissions and boards provide an important link between the public, City departments, the City Council and the Mayor. The information that members provide about community needs and opinions can have a profound effect on local policies and lead to improved public service. Advisory commission and board members play a very special role in creating recommendations on important societal and governmental issues.

Appointed members of an advisory commission are expected to:

- Listen carefully to community opinions, attitudes, and needs and report to the Mayor and the Council;
- Study programs and services and analyze problems and needs;
- Offer new proposals and recommend changes in programs, policies, and standards;
- Provide the public with information and interpretation of policies, programs, and budgets.

Commissions make important recommendations about policy. Commissions, however, do not create or administer policy, programs, or services. Advisory commissions do not have the authority to enforce policy or create rules, but their analysis and recommendations can play an important role in furthering the effective operation of City government.

The Volunteer Commission System is described in the Chapter 2.22 of the Lake Forest Park Municipal Code. It names the commissions and their responsibilities.

- A. Planning Commission.** Develops the City's comprehensive plan and updates for recommendation to the Mayor and the City Council and performs other duties as required by law.
- B. Civil Service Commission.** Police personnel as required by state law. The additional duties of this commission shall be defined in the civil service code of the City.

Boards established by City Code

Ch. 2.35.010 Tree Board. Makes policy and regulatory recommendations concerning the management of trees and forest canopy in Lake Forest Park.

Ch. 2.37.010 Parks and Recreation Advisory Board. Advises the city council and mayor on park master plan development, recreation program evaluation and development, and park comprehensive planning.

Commissioners and board members are nominated by the Mayor and confirmed by the City Council. The term is three years. For more information, you can get a copy of the Commissioner's Manual on the City website or at City Hall. You can call the Mayor directly at (206) 368-5440.

Mayor
Jeff R. Johnson

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Councilmembers
Tom French
Phillippa M. Kassover
Mark Phillips
E. John Resha III
Semra Riddle
Lorri Bodi
John A. E. Wright

Commissioner/Board Member Application

*Please fill out your completed application and send it to mayor@cityoflfp.com or mail it to:
Lake Forest Park City Hall
Commissioner Application
17425 Ballinger Way NE
Lake Forest Park, WA 98155

Name	Ashton Alvarez McCartney
Address	LFP, WA. 98155
Evening Phone	
Daytime Phone	
Email Address	
Date of Application	3/22/2022

- 1. Which commission or board are you interested in? Planning Commission.
- 2. Do you live in Lake Forest Park? Yes.
- 3. How long have you lived in Lake Forest Park? 32 Years – I attended LFP Elementary, Kellogg Middle School and Shorecrest High School.
- 4. What are your interests in our City and what experiences or special knowledge can you bring to the commission? Born and raised in Horizon View / Lake Forest Park, my husband and I have been fortunate enough to establish our roots and grow our family just houses away from my childhood home. As an (almost) daily visitor of Horizon View Park, I have been able to meet and engage in meaningful conversation with hundreds of LFP community members. I often seek the opportunity to listen to various opinions, experiences, and recommendations for the future of our beloved city.

From a professional perspective I have been a Consultant for 12+ years at a national Employee Benefits Firm. Throughout my career I have been afforded many opportunities that make me uniquely qualified for this Planning Commission position. I directly consult on a large Trust that represents over 70 counties/non-profit/government entities in Washington State, giving me an insight to government planning, budgeting, policy development and understanding the framework to effectively engage within a City Council environment.

In my Consultant role, I am principally responsible for large employers & Trusts’ long-term strategic goals, legislative compliance, communication campaigns for diverse audiences, and deploying initiatives within defined budgets and timelines. Additionally, I present all throughout Washington State on

various legislative items and special interest Healthcare topics. As a result, I am comfortable with all sizes of audiences and will always welcome different perspectives.

Lastly, as highlighted and requested in the LFP times article, I also believe I can bring an under-represented voice to this commission position as a Peruvian Female, in my early thirties, with two young children. I deeply desire to support education and development programs that will foster and serve our youth. With my parents, in-laws and God parents all residing in LFP, I am also very attuned and understanding of the different needs from our Senior community.

5. What do you hope to accomplish as a commissioner? As a volunteer Commissioner, I hope to serve as an advocate and representative for the many diverse voices that make up this community. I have had the opportunity to be a part of Lake Forest Park the majority of my life. I have seen LFP develop and advance over the decades, and I want to commit to directly supporting the efforts for responsible and sustainable growth. I truly believe my drive to effectively contribute to a thriving and safe community that will serve this position well.
6. If you are appointed to a commission you will be required to attend monthly meetings. Are you available to attend evening meetings? Yes.
7. In addition to monthly meetings, there are often additional time commitments. Do you anticipate this being a problem for you? No, I do not anticipate this being an issue.
8. Do you have any issues that you are especially concerned about and think the commission should be addressing? Top concerns are already being addressed, such as parks, sidewalks, police/safety and residential zoning plans.
9. Do you have any additional information or comments? I love Lake Forest Park and the spirit of community that is widely expressed. It would be an honor to serve as a Planning Commissioner. Thank you for your consideration.

Thank you for your interest in Lake Forest Park volunteer commissions.

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CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 9, 2022
Originating Department	Executive
Contact Person	Phillip Hill
Title	City Recognition of Juneteenth Holiday

Legislative History

- First Presentation City Council Regular Meeting, May 26, 2022
 - Second Presentation City Council Regular Meeting, June 9, 2022
 - Action City Council Regular Meeting, June 9, 2022
-

Attachments:

1. 2018 Employee Handbook – Policy and Procedure Manual, Version 1.5 (current)
 2. 2022-2024 Police Guild CBA
 3. 2019-2021 Teamsters CBA – 2022-2024 CBA currently in negotiations
 4. Resolution 1847 amending the Employee Handbook to recognize Juneteenth as a city holiday
-

Executive Summary

On Thursday, May 13, 2021, Governor Inslee signed into law, House Bill 1016, making June 19 a holiday for state workers starting in 2022. On Thursday, June 17, 2021, President Biden signed a bill establishing Juneteenth as a federal holiday.

The resolution before the council would establish Juneteenth as a paid holiday for the employees of Lake Forest Park by either creating an additional paid holiday or substituting one of the two floating holidays for Juneteenth.

Background

The City currently recognizes ten holidays throughout the year:

Holiday	Date Recognized
New Year's Day	January 1
Martin Luther King, Jr.	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Holiday
Christmas Day	December 25

The City also provides two floating holidays per calendar year. The floating holiday or “personal” holiday can be used to celebrate holidays that the City does not recognize or for any other personal reason. For holidays recognized by date, if that day is a Saturday the city is closed on the Friday before and if on a Sunday, the Monday following.

Attached is a Resolution amending the 2018 Employee Handbook – Policy and Procedure Manual, Version 1.5 (current) to recognize Juneteenth as a city recognized holiday, either by creating an additional recognized city holiday, or recognizing the holiday and eliminating one floating holiday.

Fiscal & Policy Implications

There are two fiscal implications related to the recognition of an additional holiday:

- One additional day of lost work productivity unless a floating holiday is converted to Juneteenth
- Holiday pay for six (6) police officers working the holiday (1.5x base rate), on average this is an additional cost of approximately \$24.00 per hour per officer. In addition, one public works employee on standby for the holiday receives 1.5x the regular 2 hours standby pay receives \$50.00 standby pay. In 2022 only, one passport agent would be working for 5 hours at regular rate of pay (to handle existing appointments).
- Any emergency call out on the holiday for police or public works would result in a minimum of three (3) hours of compensation at the rate of two (2) times the employee's regular rate for police and 1.5x the employees' regular rate for public works.

The policy implication related to the elimination of one floating holiday in favor of Juneteenth is the requirement to bargain the loss of the floating holiday with the two represented units. While the number of days off per year remains the same, the flexibility afforded to the employee for recognition of a holiday not recognized by the city is eliminated.

Alternatives

Options	Results
Recognize Juneteenth as an additional city recognized holiday	City Hall will be closed each year on the recognized holiday and employees required to work that day will receive overtime pay
Recognize Juneteenth as a city recognized holiday by eliminating one floating holiday, keeping the total number of paid holidays the same	City Hall will be closed each year on the recognized holiday and employees required to work that day will receive overtime pay. The Administration would then need to bargain the loss of the floating holiday with the two bargaining units. Success of that bargaining is unknown.

Staff Recommendation

Consider the information provided and direct the Administration on how to proceed with providing Juneteenth as a City recognized holiday.



Employee Handbook

Policy and Procedure Manual

Version 1.5
2/2/2018

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Welcome to the City of Lake Forest Park

Welcome to the team. The City of Lake Forest Park (referred to as the “City”) prides itself on having a staff of dedicated professionals and we welcome your contributions. This policy and procedure manual has been created to help you to acquaint yourself with the City.

The City embraces a culture of open communication, hard work and dedication, and is committed to treating our employees and each other with respect. We hope that your relationship with the City will be mutually satisfying.

About the City

The area, which became the City of Lake Forest Park, was platted in 1912 and was one of the region’s first planned communities. The idea was to create a community where professionals could reside in a natural and picturesque setting. The City was incorporated in 1961. Over the years the City has grown beyond its original one mile by one mile footprint by annexing areas contiguous to the original City area.

Today, the City strives to maintain the natural and picturesque setting while also providing just fewer than 13,000 residents with high quality services. The City provides services directly and also through contracts. Police, land use and building, municipal court, sewer, park and street maintenance are among just a few of the services offered by the City.

The City also benefits from a very active volunteer program and well attended community-wide events. Programs include numerous volunteer task forces and commissions, crime watch, and the parks work days.

At Will Employer

The City is an at will employer. As such, you or the City can terminate the employment relationship at any time, with or without cause, and with or without notice. Nothing in City policies are intended to suggest otherwise. If you have questions please ask your manager or Human Resources.

Purpose of Policy and Procedure Manual

This manual is a compilation of policies and procedures, which have been developed to be a resource to employees and managers alike. It is intended to limit confusion and misunderstandings. These policies are presented as a matter of information only. They are not contracts between the City and any of its employees, and they should not be interpreted as making any promises of specific treatment in specific situations. No supervisor or other City representative has the authority to modify an employee’s at-will status or make representations that are inconsistent with the policies in this Handbook, unless the modification is in writing and duly approved by the City Council.

The policies are divided into sections covering a variety of topics. Please be sure to read the policies thoroughly. You are responsible for knowing their contents and for following policy. At times it may be necessary to make changes, and the City will do its best to notify you in advance. However, it is important to understand that at times, due to City business requirements, changes may be made with little to no notice. *The City reserves the right to revise, modify, supplement, revoke, suspend, rescind or deviate from any of its policies from time to time as it, in its sole discretion, deems appropriate.*

Some of our employees work under a collective bargaining agreement. If anything in these policies differs from or conflicts with the applicable collective bargaining agreement, the bargaining agreement governs.

Chapter 1: Employee Relations

Equal Employment Opportunity

Policy Statement:

It is the policy of the City of Lake Forest Park to foster and maintain a harmonious and non-discriminatory environment for employees, officials and members of the public who do business with the City.

Policy:

The City of Lake Forest Park treats all job applicants and employees equally and without regard to race, religion, color, national origin, sex/gender, marital status, military or veteran status, pregnancy, gender identity, disability, sexual orientation, age, genetic information or other basis prohibited by state or federal law.

This policy extends to all areas of City employment and to all recruitment selection, placement, promotion, job assignment, compensation, disciplinary measures, demotions, layoffs, job terminations, testing, training awards, benefits, daily working conditions, and all other terms and conditions of employment.

Any person who believes he/she has been or is subject to discrimination by an employee of the City of Lake Forest Park is encouraged to immediately bring the matter to the attention of the employee's department manager or to the City's Human Resources Manager. Upon receipt of a complaint, the City will investigate and take appropriate corrective action as may be warranted.

Employees who violate this policy will be subject to discipline, up to and including termination.

Policy Prohibiting Workplace Harassment

This policy replaces any prior policy of the City of Lake Forest Park concerning sexual or other harassment.

Policy Statement:

The City of Lake Forest Park is committed to ensuring that the practices and conduct of all its employees comply with the requirements of federal and state laws against employment discrimination. To that end, the City expects all employees to work in a manner that respects the feelings and dignity of their co-workers. It is the policy of the City that all employees have the right to work in an environment free from harassment based upon their race, color, religion, gender, national origin, age, marital status, veterans' status, sexual orientation, disability, or any other protected status or characteristic protected by federal, state, or local law. Any such harassment of employees by their co-workers or supervisors will not be tolerated by the City.

Policy:

Harassment encompasses unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, sexual orientation, gender identity, color, race, religion, national origin, age, disability, marital status, veteran or military status, citizenship status, or other protected group status. The City will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Some examples of behavior that could constitute or contribute to harassment include but are not limited to: using epithets, slurs, or negative stereotypes; threatening, intimidating, or engaging in hostile acts that relate to protected status or characteristics such as those referred to above; jokes or pranks that refer to or denigrate a protected status; or placing on walls, bulletin boards, or elsewhere on the work premises or circulating in the workplace written, electronically transmitted or graphic material that denigrates or shows hostility or aversion toward a person or group because of a protected characteristic. The City's prohibition on unlawful harassment encompasses conduct at work, as well as off-duty behavior that adversely affects the work environment.

Sexual Harassment

Sexual harassment is one form of prohibited, unlawful harassment. For the purpose of this policy, "sexual harassment" is unwelcome behavior of a sexual nature that affects terms and conditions of employment. Sexual harassment includes sexual advances, requests for sexual favors, and other verbal or physical conduct based on sex where (1) submission to the advances or conduct is made an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating, or offensive work environment.

Some examples of behavior that could constitute or contribute to sexual harassment include but are not limited to:

- Unwelcome or unwanted flirtations, propositions, or advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, fondling, putting one's arm around another, or any other similar physical contact considered unacceptable by another individual.
- Requests or demands for sexual favors. This includes subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning an individual's employment.
- Verbal abuse or kidding that is sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance when such comments go beyond an isolated innocuous compliment; off-color jokes or offensive language; or any other tasteless, sexually oriented comments, innuendoes, or offensive actions, including leering, whistling, or gesturing.
- Participation in fostering a work environment that is generally intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, office décor, suggestions, requests, demands, physical contacts, or attention.

An employee who feels harassed should immediately tell the offending individual how they feel and ask them to stop. If that does not work or if the employee is uncomfortable confronting the offending individual, the employee should report the incident promptly. A complaint can be made verbally or in writing to the employee's supervisor, the employee's department head or the Human Resources Manager. In addition or in the alternative, as the employee may wish, the complaint may be brought to the attention of the City Administrator.

A harassment complaint will be handled as follows:

1. Every complaint is to be reported promptly to the Human Resources Manager or City Administrator either by the complainant or by the person receiving the complaint.
2. The complaint will be investigated as soon as reasonably practicable, normally by the Human Resources Manager. However, choice of investigator, level of formality, and the procedures used in the investigation may vary, depending upon the nature of the allegations and full circumstances of the situation, including the context in which the alleged incidents occurred.
3. Confidentiality will be maintained throughout the investigatory process to the extent practical and consistent with the City's need to undertake a full investigation.
4. There shall be no retaliation by the City, its officers, elected officials, supervisors, or other employees toward any employee bringing a complaint in good faith or cooperating with the investigation of a harassment complaint. Any person who feels they have been retaliated against should immediately report their concern to the Human Resources Manager or City Administrator. The City strictly prohibits retaliation under this policy, and any sustained allegations or retaliation will lead to discipline, up to and including termination.

5. Where the investigation confirms the allegations, the City will take prompt corrective action and, where appropriate, discipline the offending individual. Discipline may include verbal and written reprimands, professional counseling, reassignment, or other appropriate action, up to and including termination. The affected individuals will be informed of the outcome of the investigation.
6. There may be instances in which an employee reporting harassment seeks only to discuss the matter informally and does not wish the City to undertake an investigation or to take further steps. In such situations, the City may arrange some informal mechanism for resolving the issues. However, an individual reporting harassment should be aware that the City may decide it must take action to address the harassment beyond informal means.

The Human Resources Manager shall be responsible for disseminating information on the City's Policy Prohibiting Workplace Harassment, for developing training programs and guidelines for preventing sexual or other forms of harassment, and for investigating and resolving allegations of harassment.

All officers, supervisors, and managers (generally, "supervisors") are assigned responsibility for implementing this policy, ensuring compliance with and knowledge of its terms, and for taking immediate and appropriate corrective action if they witness inappropriate behavior or receive a complaint. Supervisors must open and maintain channels of communication to permit employees to raise concerns of sexual or other workplace harassment without fear of retaliation, stop any observed harassment, and treat harassment matters with sensitivity, confidentiality, and objectivity. A supervisor's failure to carry out these responsibilities may result in disciplinary action up to and including discharge.

Procedure:

1. An employee who is being subjected to harassment or discrimination should first ask the person or person involved to stop. At times, however, employees may not be comfortable confronting the offender(s). Employees should know they can always make their complaints known to their manager and/or Human Resources.
2. An employee who feels they are the victim of harassment or discrimination from an employee, vendor, customers, volunteer or council member, should report the incident to their manager and/or Human Resources. Upon receipt of such a report, the City will promptly commence an appropriate investigation into the report, as determined by the City. Complaints of discrimination or harassment will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law.
3. If the City concludes that unlawful harassment has occurred, prompt and effective remedial action will be taken. This may include discipline of the harasser and other actions to remedy the effects of the harassment and to prevent further harassment.
4. No action will be taken against any employee who in good faith files a complaint of harassment or who assists in the investigation of such complaint by providing information. Employees who believe they have been retaliated against for having reported harassment or participated in an investigation of harassment complaint are urged

to promptly notify Human Resources so their concerns may be investigated. Appropriate corrective measures will be taken if allegations of retaliation are substantiated.

5. Employees are further encouraged to use the City's Employee Assistance Program ("EAP"). The EAP is confidential. Information on how to contact the EAP is available outside the Human Resources office.
6. If a party to a complaint does not agree with its resolution, that party may appeal to the City Administrator.

Accommodation Policy

Policy Statement:

The City is an equal opportunity employer and does not discriminate against applicants or employees with actual or perceived disabilities or that have a record of such disabilities. Disabilities will be reasonably accommodated to the extent that such accommodation does not create an undue hardship for the City, in accordance with applicable law.

Policy:

Reasonable Accommodation of Disabilities

The City complies with the Americans with Disabilities Act (ADA) and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the City will provide a reasonable accommodation to qualified employees with a disability if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship or a direct threat to the health or safety of others.

If you would like to request reasonable accommodation, please contact Human Resources. Human Resources will work with you (and your health care provider, as needed) to evaluate the need for reasonable accommodation and options for providing reasonable accommodation.

In most cases, the City will require that requests for accommodation be supported by a medical certification from the employee's medical provider and include options available for accommodating the disability, as well as an explanation as to whether the accommodation required is permanent or temporary. However, some accommodations may be easily verified, temporary in nature and/or fairly simple to implement, in which case the City, in its discretion, may not require medical certification. In other cases, the City may require that the employee submit to an independent medical evaluation performed by a medical care provider selected by the City, in which case such evaluation will be at the sole cost of the City.

Upon receiving a request for accommodation, Human Resources will meet with the employee to engage in the interactive process and to identify and discuss any potential reasonable accommodations. Accommodation alternatives vary and are dependent upon the particular circumstance of each case. While the City will consider all reasonable forms of accommodation, each accommodation determination will be made on a case-by-case basis, depending upon the particular circumstances. The City makes no promises or guarantees that any accommodation will be available to any given employee, and the City reserves the right to select that accommodation, if any, which will both help the employee perform the essential functions of his or her position and which is in the best interest of the City. The City will notify the employee in writing of the City's decision relating to the employee's request for accommodation. This notice may include approval or denial of request for accommodation and/or further options for accommodation.

Reasonable Accommodation of Religious Beliefs

The City respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship for the City's business or operations. If you believe that you need accommodation for religious reasons, please contact Human Resources.

Retaliation Policy

Policy Statement:

The City does not tolerate unlawful retaliation against employees, volunteers, or contractors who engage in protected activities. The purpose of this policy is to establish and maintain a workplace free from unlawful retaliation at the City of Lake Forest Park.

Policy:

The City of Lake Forest Park does not tolerate unlawful retaliation against employees, volunteers, or contractors who engage in protected activities. Retaliation occurs when an employee, volunteer, or contractor suffers employment-related adverse consequences as a result of his/her protected activity.

Protected activities may include, but are not limited to, the following activities:

1. Reporting unlawful discrimination, harassment or retaliation
2. Cooperating in an internal investigation regarding discrimination, harassment or retaliation
3. Testifying in a legal proceeding regarding discrimination, harassment or retaliation
4. Requesting reasonable accommodation for a disability or sincerely held religious belief or practice
5. Reporting workplace safety issues
6. Reporting financial irregularities or the mismanagement of public funds
7. Reporting criminal misconduct
8. Filing a worker's compensation claim
9. Serving on a jury

Employees, volunteers and contractors do not receive protection for actions taken in bad faith. Bad faith occurs when the employee, volunteer, or contractor provides false information with knowledge that the information provided is false.

Adverse employment-related consequences include, but are not limited to, the following:

1. Termination of employment
2. Demotion in position, responsibilities, or pay
3. Suspension
4. Other disciplinary action
5. Reassignment to a less desirable position with less desirable duties

6. Shunning or isolating
7. Harassment

Procedure:

1. Any employee, volunteer, or contractor who feels that he/she has been the victim of unlawful retaliation in violation of this policy should report this concern to the Human Resources Manager. If the employee, volunteer, or contractor believes that the Human Resources Manager is involved in the violation, or otherwise does not feel comfortable reporting to this position, the employee, volunteer, or contractor should report this concern to the City Administrator.
2. The complaint will be immediately investigated. Choice of investigator, level of formality, and the procedures used in the investigation may vary, depending upon the nature of the allegations and full circumstances of the situation, including the context in which the alleged incidents occurred.
3. If the allegation is found to have merit, the City will take prompt action to correct the unlawful conduct and remedy any violations that have occurred. Such corrective action may include disciplinary action against those employees found to have violated policy.
4. Employees, volunteers, and contractors may seek redress at any time through the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, or through a court of law. Employees, volunteers, and contractors should attempt first to exhaust their remedies as outlined in this policy.
5. All supervisory employees are assigned responsibility for implementing this policy, ensuring compliance with and knowledge of its terms, taking immediate and appropriate corrective action if they witness inappropriate behavior and notifying the Human Resources Manager if they receive a retaliation complaint. A supervisor's failure to carry out these responsibilities may result in discipline.

Employment Relationship, Termination & Rehires

Policy Statement:

The City is an *at will* employer. As such, the employee or the employer can terminate the employment relationship *at any time, with or without notice, with or without cause*. Verbal promises or statements to the contrary will not form an express or implied contract and should not be relied upon by employees. Only the Mayor, as authorized by the City Council, may alter the at will relationship by written contract.

While not a guarantee, the City will attempt to provide two weeks' notice in case of downsizing. The City asks that employees provide two weeks' notice of resignation, and may deny eligibility for rehire should two weeks' notice of resignation not be provided.

Policy:

Reemployment: Former employees who leave the City in good standing may be considered for reemployment. Former employees who resigned without written notice or who were dismissed for disciplinary reasons may not be considered for reemployment.

A former employee who is reemployed will be considered a new employee from the date of reemployment, unless the break in service is less than six months, in which case the employee will retain accumulated seniority. Rehired employees with a break in service of less than six months may have their sick leave restored to the balance at the time of the voluntary termination. Vacation is not restored.

Length of service for the purposes of benefits is governed by the terms of each benefits plan.

Employees who retire may be eligible, in certain circumstances, to be considered for rehire.

Exit Interviews: Departing employees will be asked to meet with Human Resources for an exit interview. They will be asked to complete an exit survey. At the exit interview, the employee will be asked to return City property and the employee will receive information regarding the termination of their benefits and the availability of COBRA.

Procedure:

Resignation:

1. Employee should submit, in writing, a letter of resignation to their manager and are requested to provide the City no less than two weeks' notice.
2. The manager will forward the notice of resignation to Human Resources for the employee's file.
3. Human Resources will schedule an exit interview with the employee. The employee will receive a voluntary questionnaire.
4. At the exit interview, the questionnaire will be turned in to Human Resources and Human Resources will review benefits with the employee.
5. The employee must turn in City equipment, including keys, security cards, electronic equipment, etc., at the exit interview.

6. Human Resources will send an email to Leadership Team and I.T. to communicate the employee separation.

Termination:

1. Human Resources, the Manager and the employee will meet in a private setting.
2. The employee will be provided a summary of why the termination is necessary and information related to their benefits.
3. The employee will be asked to turn in City equipment including keys, security cards, and electronic equipment. The employee will be asked to turn in City equipment in their possession within 3 days of termination.
4. The final pay for hours worked will be paid out in the last pay period that an employee has recorded hours worked (i.e. if an employee works on the 16th, they will receive their final check on the 8th of the next month). Accrued but unused vacation will be paid out in the same final check. Human Resources will send an email to Leadership Team and I.T. to communicate the employee separation.

Recruitment (Non-Civil Service)

Policy Statement:

The City has a regular need to recruit and hire new staff. It is the intent of the City to limit costs associated with turnover by having a fair and thorough recruitment process, resulting in high quality, highly motivated and fairly compensated employees.

Policy:

All open positions within the City will be posted both internally and externally for a minimum of 5 days prior to the start of conducting interviews. At a minimum, positions will be posted on the City's website and an external online publication source such as Craigslist. Positions might also be posted with other cities, online job boards, or newspapers/newsletters. The City may, in certain circumstances with the approval of the City Administrator, use a modified hiring process to fill certain positions, depending on the particular facts and circumstances.

Once resumes and applications are received, only the most qualified, according to the documented job description, will be contacted for an interview. Managers are responsible for updating job descriptions on a regular basis to ensure that the qualifications and duties are current.

Resumes and applications will first be directed to the Human Resources Manager to verify that the applicant meets the minimum job qualifications. They are then forwarded to the hiring manager. The hiring manager will contact Human Resources to schedule interviews.

Only applicants who are invited for in-person interviews will receive a "decline" or "rejection" letter or phone call if they are not chosen for the job.

Before an offer of employment is made to an applicant, a minimum of two references will be checked. At least one of the references must be a professional reference. A background check may be conducted.

After an offer is accepted, Human Resources will create a written offer letter and send it to the new hire as well as generate and send rejection letters or make phone calls to candidates not chosen for the job.

All applications and resumes for advertised positions are retained for three years. However, after the applicant is not chosen for the initial job which they applied for, it is the responsibility of the applicant to notify the City if the applicant is interested in a future open position.

Procedure:

1. Human Resources is notified of an opening, and posts the position both internally and externally.
2. As resumes and applications come in, the Human Resources Manager reviews them and forwards a copy of only qualified applicants to the hiring manager or supervisor.

3. After screening the resumes, the hiring manager notifies Human Resources which candidates they want to interview. Human Resources contacts the applicant, conducts a phone screen and schedules candidates for interviews.
4. Once the hiring manager has decided upon a candidate, Human Resources will check a minimum of the two references. At least one must be a professional reference. A background check may also be conducted.
5. If there is an issue with references, Human Resources will consult with the hiring manager to determine next steps (i.e., whether or not to make an offer).
6. Human Resources and the hiring manager will determine who will make the verbal offer. However, the verbal offer will be followed up with a written offer letter. A copy of the written offer letter will go in the new employee file.
7. Human Resources will create a written offer letter and send to the new hire. The start date and a scheduled time for new employee orientation are included in the offer letter. In some cases, new employee orientation may be on a date and time that the employee would not normally work. In those cases, the new hire is still paid for their time and it may mean overtime for that week.
8. Once the candidate has accepted the offer of employment, all other candidates who have participated in in-person interviews will receive a written notice or phone call notifying them of rejection.
9. Email will be sent to I.T., the receptionists, payroll, and Leadership Team alerting all that there has been a new hire. The email will include employee name, title, department, and start date.
10. Offer letters, applications, and resumes are placed in the employee's personnel file.
11. Documents relating to the recruitment process such as job postings, newspaper advertisements, resumes, applications, and references are retained in either hard copy or electronic format for a minimum of 3 years.

Background and Reference Checking Policy

Policy Statement:

The City desires to adopt a reference checking policy to fulfill two functions: performing pre-employment background checks on prospective new hires and responding to requests for employment references on current or past City employees.

Policy:

Pre-Employment Background Checks

The City performs pre-employment background checks when hiring for all positions within the City. The purpose of performing these checks is to evaluate the qualifications and suitability of a job candidate for the particular position for which the candidate is being considered. Conducting background checks will help ensure the safety of the public as well as a safe working environment.

The City is committed to ensuring that its background checking procedures comply with all applicable laws. The City complies with the federal Fair Credit Reporting Act (FCRA), federal and state equal opportunity laws and all other applicable legal authority that affects the performing of pre-employment background checks.

In furtherance of these considerations, the following procedures will be followed:

1. The City will perform pre-employment background checks on all candidates for employment prior to hire, provided that the scope of the background check may be tailored to the position sought. In addition, if an employee changes positions within the City, any additional required background checks for that position which have not previously been performed will be performed.
2. All candidates will be advised that a background check will be required, and candidates will be required to sign appropriate authorizations prior to the performing of any pre-employment background checks.
3. Candidates who provide false or misleading information in their application and/or authorization may be eliminated from any further consideration, or may be terminated at any time if the misrepresentation is discovered after employment commences. Candidates are expected to provide accurate and complete information and not to omit material information needed to make a decision.
4. A background check will not encompass consideration of a candidate's credit history unless required by law, or unless such information is substantially job related and the City's reasons for consideration of credit information are disclosed to the candidate.
5. Pre-employment background checks should be completed before a candidate is offered a position, when reasonably possible. All job offers should be conditioned upon satisfactory completion of the pre-employment background checks.

6. All candidates shall be individually reviewed and decisions made with respect to employment based upon the totality of the candidate's qualifications and the results of the pre-employment background checks.
7. A candidate will not be rejected based on a criminal record unless exclusion is job-related and consistent with business necessity. This determination will be based on the following factors:
 - a. the nature and gravity of the offense(s) committed;
 - b. the amount of time that has passed since the offense was committed; and
 - c. the nature of the job for which the candidate is being considered;
8. Where appropriate, if the City determines that a candidate's criminal record should preclude employment in the position sought, the candidate will be notified and afforded an opportunity to demonstrate why the criminal record should not preclude employment.
9. Prior to taking any adverse action, appropriate notices will be sent to the candidate pursuant to federal and any state FCRA laws.
10. The results of a pre-employment background check will be kept confidential, and information will be shared only with City personnel who have a legitimate need to know.

References for Current or Past City Employees

All reference checks for current or past City employees must go through the Human Resources Department.

Human Resources will respond to such requests, or coordinate with the appropriate manager to respond and ensure that a written consent and liability release to the City are obtained from the employee. Providing reference information without coordinating with and obtaining proper authorization from Human Resources is a violation of City policy and could result in discipline, up to and including termination.

Drug Testing

Policy Statement:

It is the policy and intent of the City to provide a safe working environment for all employees, and to provide safe and efficient services to the public, while also protecting the City from liability, safeguard City property, and to comply with state and federal laws governing substance abuse.

Policy:

The City is committed to a substance free work environment. As such, the City strictly prohibits the following while at work or on City property:

1. Selling, possessing, transferring or purchasing, producing or manufacturing controlled substances and/or alcohol.
2. Using or being under the influence of alcohol or drugs at any time while on City premises, or while using City equipment.
3. Using a City vehicle at any time or place, whether or not performing City business, while using or being under the influence of alcohol or drugs.
4. Reporting to work under the influence of alcohol, illegal drugs, or controlled substances.
5. Reporting to work when taking prescription or non-prescription medication, which could affect job performance and/or the employee's, coworkers' or public's safety, without prior notification of an employee's manager.

Employees who use City property or vehicles as part of their duties, or who otherwise perform safety sensitive duties, must inform their manager of medicines taken that might cause impairment, whether the drug is "over the counter" or by prescription. Employees who are unable to safely perform their duties while using such medications should request an accommodation. Depending upon the circumstances, employees may be assigned temporary duties or sent home on sick leave until they are able to return to work safely.

Employees will be subject to discipline, up to and including discharge, for using alcohol, or other controlled substances during work hours or while on City premises, or for using alcohol or controlled substances in such a way that may affect the employee's work performance, or for otherwise violating this policy.

The City may require that some positions submit to pre-employment testing, and periodic random drug and alcohol tests. Examples of such positions:

- Police Officers
- CDL Employees (Public Works)
- Other safety-sensitive positions

All employees will be subject to reasonable suspicion and/or post-accident alcohol and drug testing as follows:

Reasonable Suspicion: Employees will be subject to a drug and alcohol urinalysis test when there is reasonable cause to believe that drug use or alcohol abuse exists or that the employee is

in violation of this policy. If an employee appears to be under any influence of drugs or alcohol, the City may require the employee to submit to appropriate tests, including urinalysis or breath tests, to confirm the existence of such alcohol or prohibited drug substance in his/her system.

Post-Accident Testing: Following an accident involving a City vehicle or while on City time, the employee operating the vehicle shall submit to an alcohol and drug test when the employee receives a citation under state or local law for a moving traffic violation, where damage in excess of \$1,000 is caused to the City's or another's property, where the accident causes injury to an employee and/or any other individual, or where a fatality occurs as a result of the accident. Testing should occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing. An employee required to take a post-accident alcohol test may not use alcohol for eight hours following the accident, or until a post-accident alcohol test is given, whichever comes first.

Employees who refuse or otherwise fail to submit to such testing as required pursuant to this policy will be considered to have tested positive and shall be subject to disciplinary action, including but not limited to suspension without pay, requirement to attend and satisfactorily complete a City approved substance abuse program, or receive and complete a recommended plan as provided by the City's Employee Assistance Program (EAP), and/or termination of employment.

Procedure:

1. Reasonable suspicion may come from witnessed behavior by employees, customers, vendors, or the manager.
2. Once the manager has reasonable suspicion or post-accident, he/she will remove the employee from duty and inform the employee of the suspicion.
3. The manager will then take the employee to the collection site for testing.
4. The manager, once returning from testing, will notify Human Resources and begin the documentation process as necessary.
5. The documentation process will include disciplinary action if required.

Hiring Relatives and Consensual Relationships in the Workplace

Policy Statement:

The City, as an Equal Opportunity Employer, does not tolerate unlawful discrimination or harassment. At times, however, familial relationships at work cause actual or perceived problems in terms of fairness and favoritism. Although family relationships may exist among employees, no manager may supervise or oversee the work of a family member.

Policy:

The City of Lake Forest Park is an equal opportunity employer and hires individuals solely based on their qualifications and ability to do the job.

The City will consider a member of an employee's immediate family for employment if the applicant possesses all of the qualifications for employment. An immediate family member may not be hired, however, if the employment would:

- Create either a direct or indirect supervisor/subordinate relationship with a family member; or
- Create an actual conflict of interest or the appearance of a conflict of interest.

These criteria will also be considered when assigning, transferring or promoting an employee. For purposes of this policy, "immediate family" includes the employee's spouse, brother, sister, mother, father, stepmother, stepfather, children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and any other member of the employee's household.

Employees who become romantically involved with each other must notify their manager and Human Resources of the relationship and confirm that it is consensual. Employees involved in a consensual relationship must conduct themselves in a professional manner at all times (both during and following the termination of the relationship, as applicable) and should not exhibit public displays of affection while on the City premises. If the relationship ends, the employees must conduct themselves professionally, and notify Human Resources immediately should one party become hostile toward the other while at the workplace. If employees involved in a consensual relationship are unable to work together in a professional, respectful and/or courteous manner as a result of the relationship and or a break-up, one or both of the employees may be required to terminate employment with the City.

Employees involved in a consensual relationship may not supervise each other or otherwise create an actual or apparent conflict of interest. If employees involved in a consensual relationship occupy positions in which one directly or indirectly supervises the other or an actual or apparent conflict otherwise exists, the City will consider a transfer of one or both employees, to the extent that such a transfer is available and/or feasible. However, if a transfer is not possible or practical, one of the employees will be required to terminate their employment relationship with the City. If the employees are unable to agree which employee is to terminate their employment relationship, the City will make the determination based on the needs and operations of the City.

Employees who marry or become members of the same household may continue employment as long as there is not:

- A direct or indirect supervisor/subordinate relationship between the employees; or
- An actual conflict of interest or the appearance of a conflict of interest.

Should one of the above situations occur, the City will attempt to find a suitable position within the City to which one of the affected employees may transfer. If accommodations of this nature are not possible or practical, the employees will be permitted to determine which of them will resign. If the employees cannot agree, the City will make a final determination.

Procedure:

1. If an employee and/or applicant has a family relationship or romantic relationship with another employee, they must notify their manager and Human Resources.
2. Management employees are not allowed to supervise or manage the work of employees that are family members or where there is a romantic relationship.
3. Employees who do not notify Human Resources as required by policy may be terminated even if the two employees are not in a reporting relationship.

Outside Employment/Moonlighting

Policy Statement:

The City recognizes that employees have financial responsibilities that may require that the employee have outside employment. Frequently this is referred to as “moonlighting.” Full time employees with outside employment are expected to give their full commitment to the City as the *primary* employer.

Policy:

Employees who are employed in addition to the City may not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:

1. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
2. Is conducted during the employee's work hours;
3. Utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;
4. May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided that the employee first notifies his/her department head and the City Administrator of the outside employment.

Any employee engaged in outside employment which conflicts with the requirements of this policy may be required to resign from such outside employment or be terminated, if the employee refuses to resign.

Any outside employment that could potentially interfere with emergency call-out situations must be reported to the employee's department head. If, after accepting outside employment, situations arise which could interfere with the employee's job, the employee needs to immediately report these situations to his/her department head.

Minor Employment

Policy Statement:

The City makes every attempt to provide a safe working environment for all employees.

Policy:

It is City policy that employees must be age 18 or older. The City may employ minors, those under age 18 years, as interns or volunteers on a temporary or seasonal basis.

All employees of the Public Works Department, due to the nature of work performed, must be a minimum of 18 years of age, whether or not the position is classified as regular or temporary.

In order to be eligible for employment, a minor employee must complete a Parent/School Authorization form, and provide a copy to the City. The form must be authorized by the parent, and by the school, if in session. A copy of the minor's proof of age must be attached to the Authorization form.

The hours that minors are eligible to work are as follows:

	Hours per Day	Hours per Week	Days a Week	Begin	Quit
14-15					
School Weeks	3 hours on any school day preceding another school day (otherwise a max of 8)	16 hours	6 days	7 a.m.	7 p.m. on any day preceding a school day; 9 p.m. on Fridays, Saturdays and the day preceding a school holiday or vacation.
Non-School Weeks	8 hours	40 hours	6 days	7 a.m.	9 p.m.
16-17					
School Weeks	4 hours on any school day preceding another school day (otherwise a max of 8 hours)	20 hours	6 days	7 a.m.	10 p.m. on any day preceding a school day; 12:00 a.m. on Fridays, Saturday, and the day preceding a school

					holiday or vacation.
School with variance	5 hours (8 hours Fri-Sun)	28 hours	6 days	7 a.m.	10 p.m. (Midnight on Friday and Saturday)
Non-school Weeks	8 hours	48 hours	6 days	5 a.m.	Midnight

Procedure:

1. The minor applicant is required to complete an application for employment.
2. The minor applicant, once offered a position, will be provided the Parent/School Authorization form. Once completed, the form is submitted to the Human Resources department.
3. An employee file, with the application and authorization form, will be created for the minor employee, and retained for a minimum of 6 years.
4. Minor employees are temporary employees and are therefore not eligible for benefits.

New Employee Orientation

Policy Statement:

New employee orientation is required of all employees. It is an opportunity to review important information prior to beginning department and work specific training.

Policy:

On the first day of work, all employees are required to attend new employee orientation. The orientation is scheduled through the employee's new manager and Human Resources.

Orientation will include the processing of important paperwork. Examples include: enrollment for medical, dental, life and disability insurance, enrollment in retirement plans, tax withholding forms, immigration and naturalization form (I-9), emergency contact form; receipt of employee handbook, and others.

A general overview of the employee policy and procedure manual (may also be referred to as handbook) will occur at orientation, but it is the employee's responsibility to thoroughly read and understand the information in the manual.

After orientation, the employee will meet with his/her supervisor or manager to begin training. A City Hall tour and introduction to other employees will be part of the training.

The first six months of an employee's employment is his/her "orientation" or "training" period. This is the period of time during which the employee is expected to be fully trained. At the end of six months, the manager will conduct an employee performance evaluation.

The completion of the six-month period in no way implies a long term contract of employment and does not alter the "at-will" status of an employee's employment.

Procedure:

1. Once the new employee is hired, Human Resources and the manager coordinate the new employee orientation time. New employee orientation is the first day of work but may be scheduled with other new employees or at a time that is most convenient for the department.
2. Orientation takes place in the Human Resources office.
3. The Human Resource Manager will conduct new employee orientation.
4. New employee orientation is scheduled for approximately 30 minutes.
5. Orientation will include going over important forms and policies.
6. Once orientation is complete, the employee will be returned to his/her department manager to begin training.

Work Schedules

Policy Statement:

The City's general "business" hours are Monday through Friday from 9 a.m. to 5 p.m. However, employee work schedules may vary.

Policy:

The City's standard workweek for full time employees, except as otherwise established by the Police Department, is 40 hours. Flextime and alternative workweek schedules may be established based on employee need but only with prior City approval. Examples of flextime and alternative workweek:

- Compressed Workweek: Employees who work 4 ten-hour days in a workweek (taking one day off in that workweek), or 9 nine-hour days spread over 15 days (taking one day off every other week).
- Flextime: Starting work early and leaving earlier (i.e., 7:30 a.m. to 4:30 p.m.); or starting later and leaving later (9:30 a.m. to 6:30 p.m.).

Employees, even those with flextime or alternative work schedules, may be required to work a different schedule or additional hours based on City needs. For non-exempt employees, hours worked over 40 will be compensated at time and one half the employee's hourly range.

Procedure:

1. Employees who wish to have flextime or an alternative workweek must complete the Request for Alternative Week form.
2. Once the employee's manager has approved, the manager sends a copy to Payroll.
3. A copy of the form is placed in the employee's file.
4. At any time, the manager or City Administrator may terminate the employee's flextime or alternative workweek, in the City's discretion.

Health and Safety

Policy Statement:

The City is committed to providing a safe working environment for all employees and takes pride in our practices that ensure a safe and healthy environment. In order to provide a safe environment, employees share the responsibility in their behavior, including how they report safety issues and violations.

Policy:

Emergency Evacuations

The City's facilities have multiple exits that are clearly marked with Exit signs. First aid kits and fire extinguishers are available on each floor, and maps are posted on each floor showing the location of emergency exits. Prior to an emergency evacuation, all employees are expected to familiarize themselves with the location of such equipment.

On-the-Job Injuries/Illnesses

Any job-related injury or illness, regardless of severity, must be reported immediately to the supervisor or the Human Resources Manager. After proper medical care has occurred, the supervisor will complete an initial safety incident report and forward it to the Risk Manager and to Human Resources.

Should an employee require medical attention, the employee must notify the physician that the injury occurred at work. This will ensure that the employee is not charged for the visit and insurance will be billed appropriately.

General Safety Rules

The City's employees perform a wide range of functions in various locations. Although some safety rules apply only to specific positions, all employees are expected to comply with these rules:

- Use common sense in performing work duties.
- Report any work injury/illness to the supervisor or manager.
- Report unsafe conditions the supervisor or safety committee member.
- Do not use any equipment, vehicles or materials when overly tired, nauseated, feverish or under the influence of any substance that may affect judgment.
- Keep work areas neat and tidy.
- Use mechanical devices or request assistance in lifting heavy loads.
- Wear seat belts when operating any City or rented vehicle or driving personal vehicle while on City business.
- Be sure that aisles or exits are kept clear; do not let cords interfere with walkways.
- Store all sharp objects properly when not in use.
- Open and close doors cautiously and use extra caution at blind hallway intersections.
- Open only one file cabinet drawer at a time to avoid tip-over. Cabinets should also be loaded from bottom to top and emptied in the reverse order.
- Report or clean up all spills immediately.
- Use stepstools, platforms or ladders for climbing. Never use chairs.
- Report or replace frayed electrical cords.

Emergency Evacuation Plans and Re-entry

In any emergency, employees must follow alarms or other alerts to evacuate the building. Always follow the basic evacuation procedures but remember that personal safety is paramount and takes precedence.

- Check work area for anything needing to be secured and store it quickly.
- Secure locks on all secured containers and cabinets.
- Leave the work area and report to the designated assembly area.

Improper Health and Safety Practices

All employees are expected to abide by safe work practices and adhere to general safety rules to ensure their safety as well as the safety of coworkers. Infractions of City health and safety practices will be dealt with in accordance with the City's policies on discipline and will be based on the following factors:

- Severity of the infraction;
- Whether the infraction endangered only the employee or coworkers;
- Whether the infraction was a first or repeat violation.

Procedure:

1. Employees are provided an employee policy manual on their first day of work. This policy is part of the manual.
2. Employees who see safety issues and violations are required to report them to their supervisor, manager, or Human Resources.
3. Employees reporting safety issues are protected by law from retaliation. If an employee feels they are being treated unfairly for reporting a safety issue they must contact Human Resources immediately.
4. Employees who witness safety issues and do nothing to stop it or do not report it may be subject to disciplinary action.

Wellness Program Policy

Policy Statement:

The City of Lake Forest Park recognizes that its employees are critical to the quality and efficiency of local government services. The health of the employees directly affects their ability to perform their job duties and provide service to its citizens. The health of employees also has a direct effect on the costs to the City. The City recognizes its need to contribute in a positive way to the health and well-being of its employees. This policy is established as a means to provide information and activities to City employees to encourage health and safety in the work environment.

Policy:

The mission of the Lake Forest Park Wellness Program is to assist our employees in the voluntary adoption and maintenance of healthy lifestyle choices in order to increase employee morale and retention, improve productivity, and decrease the cost of health care.

The Wellness Program is budgeted and administered through the Human Resources Department. City funds spent on the Wellness Program serve a direct public purpose because funding the Wellness Program activities results in achieving the AWC WellCity Award which means a savings on the City's AWC health plan premiums in the following calendar year, thus lowering the cost of employee healthcare to the City.

A voluntary employee Wellness Committee assists with the planning, oversight, management, promotion and execution of Wellness Program activities.

Any participation in the programs and activities of the Wellness Program is on a voluntary basis. All benefited employees and family members may participate and qualify for incentives of AWC-sponsored wellness events. Non-AWC benefited employees (e.g., public works maintenance workers, seasonal employees, etc.) are encouraged and allowed to participate in Wellness events but may not receive AWC funded incentive awards.

Wellness Program Activities

The Wellness Program will promote healthy lifestyle choices through the following three types of activities:

- Behavior change programs such as nutritional information, stress reduction, smoking/tobacco cessation, and weight management.
- Motivational programs such as interdepartmental employee challenges, awards and incentives for healthy exercise, and contests.
- Information and awareness programs such as flyers, paycheck stuffers, newsletters, brown bag lunch sessions, seminars, workshops and classes.

MRSA

Policy Statement:

Methicillin-Resistant Staphylococcus Aureus (MRSA) is a form of the bacteria staph aureus that, while treatable, is resistant to treatment by standard penicillin type antibiotics. MRSA skin infections can lead to more serious health conditions if not promptly treated. Until recently, MRSA was primarily a risk in health care facilities and caused infections in persons with compromised immune systems.

Because MRSA is contagious, employees who are infected have a responsibility to notify their employer, and the employer has a responsibility for responding appropriately.

Policy:

MRSA is most often transmitted in a community setting by direct contact with the infected skin of someone with MRSA. It can also be transmitted by direct contact with an object that has MRSA on its surface, such as towels, doorknobs, toilet seats, etc.

Preventing the spread of MRSA in the workplace can best be accomplished by practicing good hygiene. This includes:

- Washing hands with soap and warm water regularly or using hand sanitizer if soap and warm water are not available.
- Periodically disinfecting workplace surfaces shared by multiple workers.
- Avoiding the sharing of personal items with co-workers.
- Covering all open wounds with clean band aids and properly disposing of used band aids.
- Ensuring that infected individuals are being treated by a physician and are completely covering all infected skin. The Centers for Disease Control (CDC) does not recommend that infected workers be excluded from work if they are being treated, are able to completely cover the affected skin and maintain good hygiene. Employees should be excluded from activities that require skin-to-skin contact until their infections are completely healed.

Symptoms of MRSA include sores that look and feel like spider bites; large red, painful bumps under the skin (boils); a cut that is swollen, hot and contains pus; and blisters filled with fluid (impetigo). Many people mistake MRSA for a spider bite. If there is any doubt, the sore should be looked at by a medical professional.

The City has a responsibility under state and federal law to provide a reasonably safe work environment to employees. Once it is informed of a MRSA infection, the City must ensure that: 1) the infected person is being properly treated to avoid the risk of spreading the infection to others; 2) the person is covering the infected skin; 3) the area where the person worked was decontaminated properly; and 4) anyone who had direct skin to skin contact with the infected person be notified about the exposure.

The City also has a responsibility to protect the privacy of an employee infected with MRSA to the extent possible. The City will be required to notify possibly infected employees, customers, vendors, and council members as applicable. Retaliation because of an infection, or

discrimination due to the infection is prohibited. Employees who believe they are being harassed in any way due to their MRSA infection should contact Human Resources.

Procedure:

1. Once the City becomes aware of a MRSA infection, the appropriate official will meet privately with the infected employee. The employee will be asked to sign an acknowledgment that the policy and procedure was discussed with them.
2. The employee will be asked who they were in contact with and to what levels.
3. The employee may be asked about their treatment and or for a release to work from their physician. Without a release, the employee may not be allowed to work.
4. The employee will be informed that although the City will protect their privacy as much as possible, it will be necessary to talk to people that the employee may have infected. Whenever possible, the employee's name will not be used; however, under certain circumstances, the City may be legally required to disclose the employee's name.
5. The employee will also be reminded of the no harassment and retaliation policy and how to report issues.
6. The health department will be notified and appropriate cleaning and sterilization of the workplace shall occur as determined necessary or appropriate by the City in its discretion.

Attendance

Policy Statement:

Regular and punctual attendance is an essential function of every position in the City. Regular attendance and punctuality are important elements of the City's efforts to maintain high levels of productivity and achieve goals. Reassigning staff or revising schedules to accommodate absence/tardiness puts a burden on all team members, and can compromise the City's ability to serve the community.

Policy:

Employees unable to work or report to work on time should notify their immediate supervisor as soon as possible, ordinarily before the work day begins. The employee should notify their supervisor thirty (30) minutes prior to the employee's usual start time. For example, if the employee is scheduled to start work at 8:00 a.m., the employee must notify their supervisor no later than 7:30 a.m. of their inability to work. When notifying the supervisor, the employee should state the reason for being late or unable to report to work and an indication of when the employee expects to return to work.

Specific department or work group procedures may provide for additional notification requirements including such things as how the contact should be made (whether voicemail, text message, or email are acceptable or not), and who should be contacted if the supervisor is absent. Failure to notify a supervisor of an absence or tardiness or failure to follow department or work group procedures concerning notification can result in disciplinary action, up to and including termination.

If the absence is due to a medical emergency, the employee or their family member must call in as soon as reasonably possible.

Failure to report to work for three consecutive days or shifts (if applicable) for which the employee is scheduled to work without notifying the supervisor will be considered a voluntary resignation for reasons of job abandonment.

Poor attendance, including tardiness, may be grounds for disciplinary action up to and including termination. The City recognizes that each individual situation is different and the requirements of each job position are different. The City will consider all the circumstances of each situation and the effect it has on the work group and/or work product. Factors a manager may consider in determining whether poor attendance is an issue include, but are not limited to, the following:

- A pattern of tardiness or absences that disrupts the flow of work, burdens coworkers with extra tasks, lowers morale, increases labor costs or adversely affects the quality of services;
- A pattern of tardiness or absences the day before and/or the day after a holiday, weekend, or scheduled day off;
- A pattern of calling in sick as rapidly as sick time is accrued, especially if used one day at a time.

Employees who have schedule conflicts should discuss them with their manager in advance so that a possible temporary alternative work schedule may be arranged. If an employee or their dependent has a chronic or serious illness that is causing attendance issues, the manager should direct them to Human Resources and the medical leave (FMLA) policy.

Dress Code

Policy Statement:

The City is an open work environment that supports the needs of its employees and its residents. It is important the residents and customers of the City feel that the staff they deal with appear professional and have good hygiene. Therefore employee appearance and hygiene are important aspects of employment with the City.

Policy:

The City requires that employees dress and care for personal hygiene in a manner that is appropriate for their work situation. Dress “code” may be determined on a department basis, based on job duties and customer contact.

General Guidelines:

1. Employees are expected at all times to present a professional image to customers and the public.
2. Employees are expected to dress in a manner that is normally acceptable in an office setting. Clothes should not be suggestive or athletic (i.e., sweat pants, shorts, etc.).
3. Employees who have safety clothing requirements are to wear clothing according to instruction. If employees report to work without safety-required clothing or gear, they may be sent home, without pay, and asked to return properly dressed.
4. Employees are required to dress appropriately for the position held. If they are unsure about what is appropriate, they should ask their supervisor.
5. The City embraces a casual dress work environment. However, employees should not wear clothing that is torn or has printing that may offend coworkers or customers.
6. Safety is an important issue in any office setting. Employees should not wear “flip-flops” or other items that create safety issues for themselves or their coworkers.

Procedure:

1. As part of the job description and or interview process, employees will be informed of any dress code requirements outside of this policy.
2. If a dress code policy change is required, employees will be provided a minimum of thirty (30) days’ notice.
3. Employees with specific religious requirements of dress will be accommodated to the extent possible without creating safety issues. They should request accommodation through their supervisor.

Performance Evaluations

Policy Statement:

Performance evaluations are a way to provide formal feedback to employees about their job performance. The City strives to evaluate all employees, full and part time, at least once annually, according to the anniversary date in their current position. The evaluation may or may not include a salary increase.

Policy:

There are three types of performance evaluations conducted at the City:

- Annual
- At the end of the first 6 months of employment
- “Extended” orientation period – beyond first 6 month review

Annual:

Annually, the employee as well as his/her supervisor has the opportunity to evaluate the employee’s performance and document it using the performance evaluation form. As part of the annual review process, an employee may or may not receive an increase. Receiving an increase is based on performance, as determined by the City, as well as the placement within a job grade/step. The date that an employee receives an evaluation is based on the employee’s anniversary date in the position he/she currently holds, rather than the employee’s hire date, although it may be the same.

The focus of the review is to determine whether or not the employee is meeting employment standards and helping the department achieve its business goals. In addition, the employee’s job description is reviewed and may be updated. Job descriptions with significant changes may require reclassification to a different salary level. If the level is lower due to a reduction of responsibilities, the salary remains frozen at the current level. If the level is higher, the salary will be adjusted appropriately. Reclassifications may result in a change of evaluation date.

Six Month Review After Hire:

New employees will receive a performance evaluation based on their first 6 months of employment. There is no self-evaluation completed at this review. Typically there is no salary review conducted at this time.

The focus of the 6 month evaluation is whether or not the employee has completed his/her training and is meeting the minimum requirements of a person just entering the position.

Extended Orientation Period – Beyond the First 6 Months:

At times it is necessary to conduct an interim performance evaluation. This is due to concerns that the supervisor and/or employee may have about performance. This may be conducted after the first review at 6 months of employment or in between annual evaluations. There is no salary review conducted at this time unless it is part of the performance improvement plan decided at the annual evaluation.

The focus of this review is performance improvement. Performance improvement may address additional training needs, more time on the job, code of conduct issues, etc.

Procedure:

1. On a monthly basis, Human Resources will notify employees and supervisors of staff evaluations due the current month as well as the following month.
2. The email sent will include the self-evaluation form as well as the performance evaluation form.
3. The employee will complete the self-evaluation and forward to the supervisor as specified by the supervisor.
4. The supervisor will complete the annual evaluation using the self-evaluation as a tool.
5. If a salary increase is warranted, the supervisor will complete the salary change form, and have it approved according to the salary administration policy.
6. The supervisor will send the evaluation to Human Resources for review and feedback. Human Resources will sign off, and return to the supervisor.
7. The supervisor and employee will meet and discuss the annual evaluation.
8. The employee and supervisor are required to sign the evaluation and a copy is provided to the employee.
9. If the employee refuses to sign the evaluation, the supervisor will contact another manager or Human Resources to witness the employee's refusal, make note at the bottom of the evaluation, and the witness will sign in place of the employee.
10. Employees are encouraged to provide written comments and feedback in response to the evaluation.
11. Signed evaluations are due to Human Resources before salary increases are processed. Late salary increases due to late performance evaluations will be retroactive to the anniversary date.
12. Employees who have issues with how their supervisor evaluated their performance can appeal in writing to Human Resources or the City Administrator. Appeals will be reviewed and follow up provided to the employee.

Standards of Conduct Policy

Policy Statement:

The City of Lake Forest Park establishes certain expectations regarding employee conduct to ensure efficient City operations and for the benefit and safety of all employees. As a general matter, employees should conduct themselves in a professional manner and use good judgment in performing their job duties. Conduct that interferes with City operations, is detrimental to the City, and/or is offensive to coworkers or the public will not be tolerated.

Policy:

The City of Lake Forest Park strives to provide outstanding service to our community, and management expects excellence from each and every employee. Each employee was selected to work for the City based on the belief that he or she would be able to fulfill that expectation. It is not possible to list all of the forms of behavior that are considered unacceptable in the workplace. The following are examples of behavior that are against City policy and that will result in disciplinary action, up to and including termination of employment:

- Failure to treat co-workers, constituents, vendors and others in a courteous and respectful manner;
- Failure to perform assigned duties, or performance of duties in an unsatisfactory manner;
- Unauthorized absence, or excessive tardiness or absences;
- Misusing, taking for personal use, destroying, damaging or wasting property, supplies or utilities belonging to the City or another employee;
- Assaulting, threatening, or intimidating supervisors or any other fellow employee, constituent, or any other person;
- Violation of City policy regarding workplace violence;
- Engaging in any form of sexual or other unlawful harassment of, or discrimination or retaliation towards, another employee, a client, a constituent or other third party;
- Falsifying or altering any City record or report, such as an employment application, medical reports, production records, time records, expense records, absentee reports, financial documents or the like;
- Misusing City communication systems, including electronic mail, computers, internet access, and telephones;
- Refusing to follow management's instructions concerning a job-related matter, or otherwise being disrespectful or insubordinate;
- Smoking where prohibited by City policy or local ordinance;
- Using profanity or abusive or offensive language;
- Sleeping on the job;
- Disclosing confidential information regarding the City or City employees or constituent(s);
- Negligence or improper conduct resulting in injury or damage to City property;
- Failure to fully cooperate with a City investigation;
- Violating safety procedures or policies, or otherwise endangering the safety of an employee, co-workers or other third party;

- Making, publishing or repeating false, vicious or malicious statements concerning a co-worker or client;
- Reporting to work under the influence of alcohol, illegal drugs, controlled substances, or narcotics, or using, selling, dispensing, or possessing illegal drugs or narcotics on City premises;
- Dishonesty;
- Fighting; or
- Engaging in off-duty misconduct that interferes with an employee's ability to do their job or reflects negatively on the City.

This list contains examples only, and is not exhaustive. At management's discretion, any violation of City policies or any conduct considered inappropriate or unsatisfactory may subject an employee to disciplinary action. Disciplinary action may include, but is not limited to, verbal warning, written warning, suspension, demotion or termination. The City, in its sole discretion, will determine the appropriate disciplinary response to misconduct or unsatisfactory performance. While the City supports the concept of progressive discipline, use of progressive discipline should not be construed to modify an employee's at-will status.

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

Progressive Discipline Policy

Policy Statement:

Every individual employed by the City of Lake Forest Park is expected to fully perform the duties and responsibilities of his/her assigned position in an appropriate manner. This Policy is designed to assist supervisors who find that disciplinary action is necessary. It is not intended to be prescriptive or in any way restrict how a manager may issue discipline. It is merely illustrative of things a manager may want to consider in determining disciplinary actions. This policy is not intended to restrict the ability of the City to take whatever action it deems appropriate in any circumstance.

Policy:

When considering the appropriate disciplinary action, the supervisor may consider the employment history of the employee, the nature of the current offense, what the supervisor hopes to achieve with the discipline, and the appropriate sanction. Although the supervisor may consider progressive disciplinary steps, the nature of the offense shall dictate the seriousness of the sanction and nothing in this Policy shall be used to indicate anything other than the City retains the absolute right to take whatever action it deems appropriate given the circumstances. All disciplinary actions must be taken for legal reasons.

In the event that discipline is necessary, the following are examples of types of disciplinary actions that may be used for employees by the supervisor or department director (with the exception of terminations which are at the discretion of the Mayor). The level selected depends on the particular situation and severity of the offense. Based on the seriousness of the conduct for which the discipline is imposed, discipline may begin at any level, may skip steps or disciplinary steps may be repeated. The City may determine that immediate termination is the necessary and only step to be taken. The City determines which step is appropriate.

At-will employees, including those in their initial orientation period, are not guaranteed the use of this discipline procedure. Applying this disciplinary policy to an at-will employee does not eliminate an employee's at-will employment status.

Verbal Counseling:

With the exception of offenses requiring more stringent action, the supervisor will discuss behavior and performance problems with the employee on an informal basis or through verbal discussions. This gives the employee the opportunity to make changes and avoid proceeding to the formal discipline steps below. Repeated verbal counseling may result in a written warning.

Written Warning:

A written warning will be issued by the supervisor in the event the employee continues to disregard verbal counseling, or if the misconduct, inadequate performance, or infraction is severe enough to warrant a written record in the employee's personnel file.

Suspension:

A suspension is time off with or without pay for disciplinary reasons. This form of discipline is administered as a result of a severe infraction of rules, standards, or for repeated lesser violations.

Demotion:

A demotion is a transfer to a position with lesser responsibility and usually less pay. Demotions may be temporary or permanent. This form of discipline is administered as a result of a severe infraction of rules, standards, or for repeated lesser violations, or when an employee has demonstrated an inability to competently perform his/her assigned position.

Performance Improvement Plan/Last Chance Agreement:

A Performance Improvement Plan may be used when an employee has violated rules and standards, or has demonstrated an inability to competently perform his/her assigned position, and the employee is given an additional period of time to demonstrate rule abiding and competent behavior.

A Performance Improvement Plan may not exceed six cumulative months. Leave days will not be included in this six-month period. If the regular employee fails to correct performance or repeats the unacceptable conduct during the Performance Improvement Plan period, the employee may be discharged.

Termination:

A termination is the involuntary separation of an employee from the City. This form of discipline is also administered as a result of a severe infraction of rules, standards, or for repeated lesser violations, or when an employee has demonstrated an inability to competently perform his/her assigned position. Terminations are subject to approval by the Mayor.

The choice of what discipline to apply in any particular case is solely the City's decision. The City reserves the right to discipline employees up to and including termination without following any of the above examples of disciplinary actions in any particular order (unless otherwise specified in an applicable collective bargaining agreement) for single offenses if warranted depending on the severity of the offense.

Employees who are exempt from overtime laws will not be suspended without pay for disciplinary purposes for periods less than a full workweek, unless the infraction involves violation of safety rules of major significance.

Paid Administrative Leave: On a case-by-case basis, the employee may be placed on paid administrative leave for an indefinite period of time as determined by the Mayor to be in the best interests of the City during the pendency of an investigation or other administrative proceeding, or when otherwise deemed appropriate. The City may place an employee on unpaid administrative leave if the circumstances warrant this action.

Pre-Disciplinary or Pre-Termination Hearing: Consistent with the United States Supreme Court *Loudermill* decision, a pre-disciplinary hearing shall be conducted in the following manner

before a disciplinary action is taken which results in a decrease or loss of pay and/or benefits, for represented employees. The pre-disciplinary hearing serves as a check against mistaken decisions and as an opportunity for an employee to furnish additional facts before a disciplinary decision is finalized.

In the event a department head desires to suspend, demote, or terminate an employee, after consultation with Human Resources, the employee shall be provided with a notice of the recommendation for disciplinary action. The notice shall include an explanation of the charges on which the recommendation is based, and the time and date for a pre-disciplinary hearing. If the employee fails or refuses to appear, the disciplinary action may proceed.

Pre-disciplinary hearings will be presided over by the department director and a Human Resources representative and/or the City Attorney. The hearings are intended to be informal. The employee may show cause why he/she should not be disciplined. The employee may bring a union representative or coworker to the hearing as a representative.

Usually within ten (10) working days after the pre-disciplinary hearing, the department director or Mayor will issue a decision on whether there are reasonable grounds to believe the charges against the employee are true and support the recommended disciplinary action. A longer review period may be required in more complex situations.

The department director's or Mayor's decision may include whether to accept the disciplinary recommendation, to impose lesser discipline, or to impose no discipline. Written notice of the decision shall be supplied to the employee.

Probationary employees who have not completed their orientation period with the City will not be eligible for a pre-disciplinary or pre-termination hearing, and may be terminated from employment with the City at any time during their orientation period.

Personnel File Maintenance and Retention

Policy Statement:

Keeping employee information secure is of vital importance to the City, as is keeping and retaining employee files in accordance with state law and federal law. In order to protect employee information, all employee files are secured in the Human Resources Department.

Policy:

It is the policy of the City to maintain records of each employee that are related to the employee's position, performance and salary. Duplicates of employee files are not allowed, although managers/supervisors may keep files to document discussions that have not yet become issues to document in the employee file.

Each employee's personnel file will contain only such information as is needed by the City in conducting its business or is required by federal or state law, or by City ordinance or resolution. The information will normally include the following:

- Employment application
- Offer letter
- Payroll and tax information
- Retirement information
- Performance evaluations
- Disciplinary records
- Commendations, promotions, etc.
- Training and education records

A separate file is maintained for any employee medical information and a separate file is also maintained for the I-9 or other EEO information. Records relating to employment investigation are not kept in an employee's file, but rather a separate confidential file for City use only.

Employees will be notified and given the opportunity to respond prior to written documentation relating to performance being placed in their file.

Employees have the right to review their file at any time by making an appointment with the Human Resources Department. Though an employee may provide a written rebuttal to information in the employee file, nothing will be removed or taken from the file. Once employment terminates with the City, the employee has a maximum of two years to review their employee file with proper notice to the Human Resources Department.

Managers, supervisors, Human Resources and Payroll, the Mayor and City Administrator have access to the employee files but only for business reasons such as salary actions, promotions, termination, etc. No manager will have access to an employee file unless it is specific to City business.

No one other than Human Resources and Payroll has access to the employee medical or I-9 file. The City may be required to provide information from these files for the processing of health and welfare benefits or in response to an outside governmental inquiry (EEOC, DOL, etc.).

Terminated employee files are retained for a minimum of six years. The exception is information related to payroll records used for retirement verification. These files are kept for up to 60 years after termination of employment.

Employees are responsible for notifying Human Resources and Payroll of any changes related to the following:

- Name
- Address
- Telephone Number
- Marital Status
- Number of Dependents
- Beneficiary Designations
- Persons to be notified in case of emergency

Legal documentation and or the completion of benefit forms may be required. Examples of forms that may be required: W-4, medical enrollment, life insurance, etc.

Fees applied to the City due to name and social security number mismatches, typically due to marriage or divorce, will be assigned to the employee through payroll deduction.

Procedure:

Personnel File:

1. Employee file is labeled with last name, first name, and date of hire.
2. The first section is specific to the hiring process.
3. The middle section is specific to performance and training.
4. The last section is specific to payroll and retirement.

Medical File:

1. Employee file is labeled with last name, first name.
2. Any information related to employee medical is retained in this file. Information may include but is not limited to medical and dental enrollment, accident and injury forms, and FMLA or ADA requests.
3. This file is confidential and not available for review except by Human Resources and Payroll or as required by law.

I-9:

1. Active I-9 documentation is retained in a binder labeled "active."
2. I-9 forms are stored alphabetically.
3. This file is confidential and not available for review except by Human Resources and Payroll or as required by law.

Memberships and Certifications

Policy Statement:

The City of Lake Forest Park encourages employees to participate in the activities of trade and professional associations, civic organizations and community clubs where there is a clear benefit to the City.

Policy:

Employees of the City are encouraged to participate in trade and professional associations, and civic and community organizations that promote City goals, increase individual skills, and provide professional recognition.

Department directors are responsible for coordinating staff involvement in outside organizations and must receive approval from the City Administrator or Mayor. The following will be considered in approving or denying participation:

- 1) The nature and the purpose of the association;
- 2) The potential benefit to the City, including the enhancement of reputation or skills and leadership of employees;
- 3) The cost;
- 4) The extent that the City is already represented or acts as a participant in the organization; and
- 5) The pertinence to the employee's job, responsibilities, tenure, and other job-related qualifications.

Employees must work with their manager to ensure that membership dues are budgeted and approved in advance. Employees will be reimbursed for meetings attended, parking, and other incidentals as long as participation in the association or organization was approved.

Employee participation in trade and professional association activities will not be considered as hours worked for pay purposes for employees classified as nonexempt unless participation is at the City's request.

Employees are encouraged to contribute articles, papers, or make presentations at trade or professional association or civic or community organization events. Prior approval for any communication that might be perceived as a representation of the City's position must be obtained from the City Administrator in advance.

Any memberships paid for by the City must have City Hall as the address of record for the employee.

Attendance at social events which include the service of alcohol and which often occur in conjunction with trade or professional association events, training, or conventions or civic or community organizations is not compulsory and is considered outside the scope of employment.

The City of Lake Forest Park does not require employees to participate in any club or association which discriminates against any person or group of people on the basis of race, creed, color,

national origin, sex, marital status, veterans' status, age, sexual orientation or disability or due to the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal as set forth in RCW 49.60.030 or any other applicable federal or state law.

Procedure:

1. Employee and manager determine that membership or participation would benefit the City and the employee.
2. Manager requests approval from the City Administrator or Mayor.
3. Once approved by City Administrator, application with check request is sent to Finance for payment.

Solicitation

Policy Statement:

Solicitation by nonemployees to employees of the City is limited to only those circumstances which will not create a conflict of interest or appearance of endorsement of a product or company. Solicitation by employees to coworkers is also limited.

Policy:

The City prohibits solicitation and distribution on its premises by non-employees, except those vendors specific to City-approved employee benefits and programs, and permits solicitation and distribution by employees only as outlined below.

1. Solicitation must not interfere with normal work operations or annoy or hinder City customers.
2. Solicitation by employees must be only to support non-profit organizations that are not political or religious in nature.
3. Solicitation must not be harassing or create a real or implied requirement to participate.
4. Solicitation by vendors must be tied to a specific employee benefit or program (i.e., gym membership discounts tied to City Wellness program; presentations by brokers who are agents of health and welfare benefits).
5. Solicitation by individuals not employed by the City for the purpose of soliciting funds, signatures, membership drives, distribution of literature or gifts, offering to sell merchandise or service is prohibited except at the Mayor's or City Administrator's discretion.
6. Employees may not use the City's facilities, resources, or supplies to promote illegal gambling.
7. Employees or vendors may not use City provided bulletin boards unless specifically approved by the Mayor or City Administrator.
8. City email is for the purpose of conducting City business, and vendors, individuals, and employees are prohibited from using it to conduct personal enterprise.
9. Employees may not distribute any form of literature or other materials in their work area and are prohibited from soliciting for any cause during their assigned working time. Nor shall any solicitation be directed toward any employee during that employee's working time or in that employee's work area.

Procedure:

1. Employees who wish an exception to this policy must request such an exception in writing to Human Resources.
2. Exception requests that are not in obvious conflict with this policy will be forwarded on to the City Administrator and/or Mayor for approval.

Holiday Decorating

Policy Statement:

The City is an equal opportunity employer with a “no tolerance” policy for illegal discrimination or harassment. During the holidays, the City desires to be sensitive and considerate of the diversity of employees, residents and customers served. Decorating for any holiday, but especially during the Christmas holidays, can at times create uncomfortable environments. This policy is designed to address this potential issue.

Policy:

It is the City’s policy to limit the decorating of City Hall and/or other City facilities to only winter holiday decorations and to prohibit the use of religious symbols. Examples of religious symbols include, but are not limited to, crosses, angels, menorahs, nativity scenes, etc. Employees with questions about what constitutes a religious symbol that may not be identified in this policy should ask their supervisor. Decorating that is deemed inappropriate by the Mayor or City Administrator will be removed immediately.

Guidelines:

1. Decorating of cubicles or work areas can take place only during non-work times and is not compensable by the City. Exceptions to this are if decorating is required of a City sponsored event (council meetings, staff lunch or activity, etc.).
2. Decorations should be tasteful and workplace appropriate.
3. Decorations should not be distracting (i.e. noisy or animated).
4. Decorations cannot block pathways or entrances to work areas.
5. Decorations may not contain any religious symbols. The use of lights, ribbons, seasonal colors, flowers and plants, and objects that are not religion-based are typically allowed.
6. Decorations must be fire resistant or fire “proof.” No open flames are allowed, and lights must be turned off at the end of the business day.
7. Employee decorations must be purchased at the employee’s sole cost and expense. All risk of damage to or theft of decorations is the responsibility of the employee.

Any holiday celebrations, for example the staff holiday luncheon, will be based on the total holiday season and not just one faith or culture.

Employees who do not recognize or wish to celebrate the holidays will not be discriminated against. Employees who feel they are being subject to hostility due to their religious or cultural beliefs should contact Human Resources immediately. Discrimination based on religion and ethnicity will not be tolerated.

Smoking and Tobacco

Policy Statement:

State law prohibits smoking in public places and within 25 feet of a business entrance, exit, windows that open, or ventilation intakes. Employees who smoke are required to do so according to law and must use their rest and meal break periods to smoke.

Policy:

City employees are not permitted to smoke or use tobacco products of any kind in any building owned or leased by the City. Employees are also prohibited from smoking or using tobacco products in City-owned or City-leased vehicles. The prohibitions against the use of tobacco products in this policy also apply to electronic cigarettes.

Smoking is limited to designated areas and should be done only on the employee's own time, including rest and/or meal breaks. Employees who smoke in designated areas are responsible for proper disposal of tobacco-related products. This includes wrappers, matches, cigarettes and cigarette "butts."

Whistleblower Policy: Reporting Improper Governmental Actions

Policy Statement:

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050 and Lake Forest Park Municipal Code, Chapter 2.84, this policy is created to encourage employees to disclose, without fear of retaliation, any improper governmental action taken by City officials or employees.. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

Policy:

Key Definitions:

Employee: any person appointed to any position with the City under any provision of the personnel ordinance of the City, whether part-time or full-time, temporary or contract hire.

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

- (a) is in violation of any federal, state or local law or rule;
- (b) is an abuse of authority;
- (c) is of substantial and specific danger to the public health or safety; or
- (d) is a gross waste of public funds.

"Improper Governmental Action" does not include proper personnel actions including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands.

Retaliatory Action: any material adverse change in the terms and conditions of a City employee's employment, or hostile actions by another employee toward a City employee that are encouraged by a supervisor or senior manager or official.

Emergency: a circumstance that, if not immediately changed, may cause damage to persons or property.

Procedure for Reporting Improper Government Action: City employees who become aware of improper governmental action should follow this procedure:

(1) Bring the matter to the attention of his/her supervisor, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.

(2) Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the City Administrator or other person designated by the Mayor to receive reports of improper governmental action. This should be done as soon as the employee becomes aware of the improper action.

(3) In the event a particular complaint involves allegations of criminal behavior, the City may refer the matter to the appropriate law enforcement authorities. If the complaint involves allegations of criminal behavior that may cause immediate harm to an individual or to property, the complaining employee may first report the matter to the Police Department before initiating the procedures described in this policy.

(4) The supervisor, City Administrator, Mayor or his/her designee, as the case may be, shall promptly investigate the report of improper government action. After the investigation is completed, the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential (to the extent permitted by law).

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

King County Prosecuting Attorney

Attorney General, State of Washington

U.S. Attorney (Western District of Washington)

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

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

Protection from Retaliation: It is unlawful for a local government to take retaliatory action because an employee has, in good faith, provided information that improper government action occurred in accordance with these policies and procedures. Employees who believe they have been retaliated against for reporting an improper government action should follow this procedure:

Procedure for Seeking Relief from Retaliation:

- (1) Employees should advise their supervisor, the City Administrator or the Mayor's designee of the occurrence of the alleged retaliatory action. City officials and supervisors shall take appropriate action to investigate and address complaints of retaliation.
- (2) If the employee's supervisor, the City Administrator or the Mayor's designee does not satisfactorily resolve the complaint of retaliation, the employee may obtain protection under this policy and, pursuant to state law, by providing a written notice to City Council no later than thirty (30) days after the occurrence of the alleged retaliatory action. The written charge shall specify the alleged retaliatory action and the relief requested.
- (3) The City shall respond in writing within thirty (30) days of receipt of the written charge of retaliation.
- (4) After receiving the City's response or thirty (30) days after the delivery of the charge to the City, the employee may request a hearing before a state administrative law judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the City's response to the charge of retaliatory action or forty-five (45) days of delivery of the charge of retaliation to the City for response.
- (5) Within five (5) working days of receipt of a request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge or make arrangements for appointment of a private professional quasi-judicial hearings officer. The City will consider any recommendation provided by the hearings officer that the retaliatory individual be suspended with or without pay, or dismissed.

Policy Implementation: The Mayor is responsible for implementing these policies and procedures. This includes posting the policy on the City lunchroom bulletin board, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

Employee and Volunteer Recognition & Awards

Policy Statement:

To accomplish the City's mission of providing outstanding services to the public in a responsive manner, the City must maintain and support the morale of the employees and volunteers of the City. This policy provides for employee and volunteer recognition which contributes to morale of the employees and volunteers of the City.

Policy:

The City recognizes and awards its employees and volunteers because doing so contributes to employee and volunteer morale. Strong morale improves the City employees' and volunteers' ability to provide outstanding services to the public in a responsive manner. Activities and expenditures by the City on employee and volunteer recognition and awards should meet the criteria outlined in this policy to ensure that such activities are serving a valid public purpose.

Employee and volunteer recognition activities and awards will meet the following criteria:

- recognize the performance or contribution of an employee or group of employees; or
- enhance Citywide camaraderie, teamwork and communication; or
- recognize major events and milestones in an employee's life away from work; or
- recognize and award contributions made by volunteers and interns.

Examples of the types of employee and volunteer recognition and awards which serve a valid public purpose by supporting their morale are such things as:

- Food and/or decorations for employee retirement parties for employees with 20 or more years of service.
- Food and/or decorations for periodic employee potlucks (City provides main dish) or Citywide staff meetings where recognition and longevity awards are announced.
- Gifts of flowers upon the birth or adoption of an employee's child, the hospitalization or extended illness of an employee, or a death in the immediate family of an employee.
- Gifts from City Council and the Mayor on behalf of the City to recognize the service of a retiring or departing employee at the department management level or above or an employee with more than 5 years of service to the City.
- Food and/or decorations for a farewell party to recognize the service of a retiring or departing employee at the department management level or above or an employee with more than 5 years of service to the City.
- Flowers or gifts to recognize the service of interns or volunteers.
- Food for volunteer meetings, such as pizza for the Youth Council meetings.
- Gifts authorized by this policy must be of de minimis value (i.e., less than \$100 in value).

This list is not exhaustive, but is intended to illustrate the types of expenditures that are considered to serve a valid public purpose.

Expenditures related to employee and volunteer recognition or awards must be submitted to Finance with appropriate documentation and with the purpose of the expenditure described. All expenses of this nature must be approved by the City Administrator or Mayor.

Internet Policy

Policy Statement:

The City's internet access is a resource provided to employees for City business. It is important that employees understand that City internet and email use is a matter of public record, and that in order to protect the City from potential liability the City Administrator, department directors and/or the Information Technology Program Manager may review the contents of stored internet, network and email records.

Policy:

Access to the internet and email on the City's network is discretionary and for use in conducting City business. Access for City business means access that is directly tied to an employee's duties. Any use of the internet may not disrupt or interfere with the operation of the City's network or misrepresent the interest of the City.

Employee use of the internet must comply with federal, state, and local laws as well as City policy. Sexual harassment, obscene material, and racism are examples of inappropriate activity that will not be tolerated.

Employees should remember that there is a wide variety of information available on the internet. Some individuals find some of the information available to be objectionable or offensive.

Employees should keep in mind that the City has no control over content on the internet and cannot be held responsible for this content.

Employees must be aware of, and prevent, potential City liability in their use of the internet and email. If you have any questions about internet or email liability, please contact your manager or the Human Resources.

Downloading files that contain viruses endangers the City information systems and therefore resources that do not serve a clear City purpose must not be downloaded or accessed using the City's internet

All email messages are considered public record and the public may have a right to examine their content. Confidential items such as performance reviews, disciplinary documents or information, and any similar communication should not be transmitted via email. If it is necessary to transmit this type of information it should be clearly marked as confidential and password encrypted.

Internet resources that incur a fee must not be accessed or downloaded without the approval of a manager or supervisor.

Public access databases, World Wide Web servers and FTP servers must not be created or implemented without the approval of the Information Technology Program Manager. These services can jeopardize the City's network security.

Employees are permitted limited use of City internet for personal needs if the use does not interfere with official business and involves no additional expense to the City. This privilege

may be revoked or limited at any time by the City Administrator, department director or Information Technology Program Manager.

An employee's rights while using the internet via City resources does not include the right to privacy. The City reserves the express right to monitor and inspect the activities of employees while accessing the internet at any time. In addition, all software, files, information, communications, and messages downloaded or sent via the internet using City resources are the City's records and property of the City.

This policy also applies to contractors, interns, or members of the public who have access to City resources.

Procedure:

1. Employees are provided an employee policy manual on their first day of work. This policy is part of the manual.
2. Any question about internet or email liability should be addressed with your manager or the Human Resources.
3. Contact the Information Technology Program Manager before downloading any program or file from unknown resources.
4. In the event of a serious virus outbreak or in the event of continued breach of this policy the Information Technology Program Manager will remove the department or individual from the City's internet backbone until that department or individual is in compliance with this policy.

The internet has many features, including email to non-city resources and access to research materials. Nothing in this policy should be construed to discourage internet use. The City encourages the use of the internet to assist and facilitate business communication. Use of the internet for legitimate business purposes is an effective tool.

Cell Phone Policy

Policy Statement:

The purpose of the Cell Phone Policy is to provide clarity with respect to the allowable use of city-owned cell phones and the process to obtain a city cell phone. It is the policy of the City of Lake Forest Park to entrust employees with communications equipment for productivity and safety reasons, and it remains their responsibility to use it prudently such that the safety of themselves, their coworkers and the general public is always their top priority.

Policy

Issuance of Cell Phones

A City-owned cell phone will be issued to an employee under one or more of the following conditions:

- Job responsibilities require an employee to be away from regular land line access for long periods of time and communication by the employee is necessary to fulfill job objectives;
- Cell phone use enhances the employee's personal safety on the job;
- The employee's role carries responsibilities such that the ability to conduct two-way communication is possible at all times.

The issuance of a City-owned cell phone shall be approved by the applicable department director. It is the responsibility of the department director to ensure that funds are budgeted for the purchase and monthly service costs prior to issuance of a cell phone.

Authorized Use of City-Owned Cell Phones

Cell phones provided by the City of Lake Forest Park are the property of the City and are to be used to conduct City business.

Employee responsibilities with regard to City-owned cell phones include:

- Protect the City-owned cell phone from theft, loss or damage.
- Immediately report the loss or theft to your supervisor or department head.
- As cell phone calls are not secure, use discretion while making calls of a sensitive or confidential nature.
- Immediately return the cell phone to your supervisor or department head if it is determined that the phone is no longer necessary or upon leaving employment with the City.

The City of Lake Forest Park reserves the right to review all usage of City-provided cell phones including all bills, numbers called, numbers calling in and all text messages sent or received and the content thereof. Employees using City-provided cell phones have no right to privacy regarding usage. Employees should also be aware that phone call billing statements and records are public records subject to disclosure.

The City's Internet Policy applies to internet use on City cell phones as well as computers.

Personal Use of City-Owned Cell Phones

City-issued cell phones are issued for work-related activities. While it is understood that occasional personal phone calls of short duration may be necessary when no other immediate means of communication is available, personal calls, incoming and outgoing, must be kept to a minimum and must be incidental to business use. Employees should use good judgment when making personal calls.

Cell phone use in violation of any local, state, or federal law is prohibited. Cell phone use in violation of City or department work policies or for the purpose of personal financial gain is prohibited.

Purchase/Use of Non-Standard City-Owned Cell Phones

The City will periodically review and select a one or more standard cell phones for users (such as the Samsung Galaxy). An employee may elect to purchase a cell phone which is non-standard and use it for City business purposes and have the City add the phone to its monthly cell phone bill only with the advance written approval of the department director.

Employees using a non-standard cell phone will bear the cost of purchasing the phone and the phone will remain the property of the employee. With regard to monthly billing, the City will only pay the average cell phone monthly usage rate as established under the group cell phone plan negotiated by the Finance/IT Department. Employees using a non-standard cell phone must reimburse the City for the monthly cost of their non-standard cell phone if it exceeds the average cell phone monthly standard usage rate for City-purchased cell phones. An employee reimbursing the City for such a monthly amount may do so by payroll deduction.

Use of Personal Cellular Telephones to Conduct City Business

Employees assigned City cell phones to conduct City business should utilize cell phone equipment provided by the City. It is the general policy of the City that employees will not be reimbursed for charges billed to their personal cell phones. Under limited and extraordinary circumstances, reimbursement may be made with the approval of the City Administrator. Written authorization from the Department Director for reimbursement, along with a copy of the bill highlighting such calls, must be submitted. City business calls should be identified, including the name of the person/agency called and the reason for the call.

While at work, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of City phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and can be distracting to others.

Using Cellular Phones While Driving

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving, except with the use of a hands-free device and in accordance with applicable laws. Every effort should be made to pull to the side of the road to a safe location prior to answering or initiating cell

phone calls or text messaging. This rule also applies to use of privately-owned cell phones while driving on City business. In situations where job responsibilities include regular driving and accepting of business calls, the City will provide hands-free equipment.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above.

Employees who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all liabilities that result from such actions.

Procedure:

1. Department Managers must notify the IT Department when an employee has been approved for a City-owned cell phone. Department Managers are responsible for ensuring that funds are budgeted for the purchase and monthly service costs prior to issuance of a cell phone.
2. If a cell phone is lost, stolen, or damaged, the employee must notify their manager or supervisor immediately.
3. Upon separation from the City, the Human Resources department will collect any City-owned equipment including cell phones as part of the exit interview process.

Job Related Travel Allowance and Other Business Expense

Updated by Council Action October 23, 2014

The following procedures are intended to provide guidance for all employees and officials of the City of Lake Forest Park for travel and reimbursement on official business.

All travel by personnel involving overnight accommodations or travel outside of Western Washington must receive prior approval from the Mayor, City Administrator, or the appropriate department director. Employees and officials, including council members and commission members, of the City of Lake Forest Park are eligible for reimbursement or payment of reasonable and necessary expenses associated with the performance of official duties of the city. This includes participation in professional organizations and educational workshops necessary for the professional development of the employee and of benefit to the City of Lake Forest Park.

Registration Fees

The City shall pay, in advance, directly to the sponsoring organization, agency, or institution, any registration fee for attendance at authorized conferences, seminars, conventions or training sessions. Advance payment of registration fee may include optional meal charges that are part of the sponsoring organizations meeting.

A Credit Card Expense Form should be submitted to the Finance Department within two business days after the registration has been charged. The following documents should be attached to the completed form:

- Copy of the approved training request; and,
- Copy of the course description and schedule noting dates for training and meals provided

Transportation

In general, a City vehicle should be used for officially approved travel. However, when a City vehicle is not available or practical to use, an employee, with the advance approval of his or her department head, may utilize a private vehicle and claim reimbursement at the current IRS standard business mileage rate. Expenses shall be reimbursed for travel by reference to and by use of the most direct public highway route from City Hall to the official's or employee's destination. When it is less expensive than private vehicle reimbursement, a common carrier may be used for travel. Some trips may only be reimbursed in an amount equal to the appropriate round trip coach air fare to the destination, at the time of departure, if with prior approval, the employee chooses to drive.

All employees utilizing their personal vehicle for official travel purposes must have on file with the City proof of their current liability insurance coverage prior to approval. In the event of an accident or claim involving a personal vehicle used for official purposes, the employee's liability insurance policy will provide coverage.

Meals

Reimbursement for meal costs shall be at the current United States General Services Administration per diem rates or the Washington Office of Financial Management per diem rates

(hereinafter referred to as the “published reimbursement rate”). Use the following link for authorized per diem and meal rates for in-state travel:

<http://www.ofm.wa.gov/resources/travel.asp>.

Use the following link for authorized per diem and meal rates for out-of-state travel:

<http://www.gsa.gov>, then select per diem rates.

Officials and employees can choose one of two options for meal reimbursements.

Option One: Officials and employees may choose to be reimbursed for meals based on the published reimbursement rate. If this reimbursement method is chosen, the employee should identify reimbursable meals on a Travel and Miscellaneous Expense Reimbursement Expense Form; the official or employee is not required to submit receipts for meals when this method is chosen. Meals will be reimbursed at the published reimbursement rate for the location of travel.

Option Two: Officials and employees may choose to be reimbursed for meals based on actual expenses, not to exceed the published rate for the location of travel. When choosing this reimbursement method, the official or employee must attach meal receipts to the Travel and Miscellaneous Expense Reimbursement Form. Actual meal costs in excess of the published rate are the responsibility of the official or employee; reimbursement will be made only up to the published reimbursement rate.

Meals will be reimbursed at the per diem rates as follows:

1. When out of town overnight on city business, the employee will receive a full day of meals for each full day of absence, and individual meal rates for each partial day of absence.
2. If out of town travel is not overnight*, the employee will receive individual meal per diem rates for meal periods that the employee is more than 50 miles from the employee’s normal work location. Meal periods are as follows: breakfast 7:00 AM, lunch 12:00 PM, dinner 6:00 PM.

*If travel is less than 50 miles from official duty station, the employee will not be reimbursed for overnight lodging at city expense without the specific approval of the Mayor, City Administrator, or appropriate department director.

Lodging

Reimbursement for lodging and related charges shall be at the current United States General Services Administration per diem rates or the Washington Office of Financial Management per diem rates (the “published reimbursement rate”). Officials and employees can choose from one of two options for lodging reimbursement.

Option One: Officials and employees may choose to have the city make advance arrangements for payment directly to the lodging facility for room rate, applicable taxes, and parking. Any incidental charges qualifying for reimbursement must be submitted to the Finance Department for reimbursement. Officials and employees choosing this method of reimbursement should return the copy final lodging invoice obtained at checkout to the Finance Department within two business days of return from travel.

Option Two: Officials and employees may choose to use their personal credit card for reimbursable lodging expenses, subject to all of the lodging provisions contained herein. Officials and employees choosing this method of reimbursement must submit a request for reimbursement to the Finance Department after returning from travel.

Lodging expenses or reimbursements in excess of the published reimbursement rate will be allowed only when approved in advance by the Mayor, City Administrator, or appropriate department director.

Use the following link for authorized per diem and meal rates for in-state travel:

<http://www.ofm.wa.gov/resources/travel.asp>

Use the following link for authorized per diem and meal rates for out-of-state travel:

<http://www.gsa.gov>, then select per diem rates.

In the event the employee takes his or her spouse or domestic partner to a conference, the city will reimburse the employee at the appropriate single room per-diem rate for the lodging location. Employees should request that the lodging facility indicate on the receipt the individual room rate.

Miscellaneous Travel Expenses

A vendor's receipt is required for all travel expenses submitted for reimbursement. Reimbursable travel expenses for official business include:

- Taxi fares, transit fares, car rentals, parking fees, ferry and bridge tolls, and any necessary supplies.
- Registration fees required in connection with attendance at conventions, conferences, and official meetings.
- Business telephone and postage expenses. One telephone call home per overnight trip away from home for more than a 24-hour duration is considered a business telephone expense. For extended trips, one call home will be considered reimbursable every day, not to exceed 10 minutes per call.

Travel expenses which are not essential to the transaction of city business and are not described in the preceding will only be reimbursed with the advance approval of the Mayor, City Administrator, or appropriate department director.

Credit Card Usage and Travel Advances

A city credit card may be used for registration fees and lodging expenses that can be paid in advance of travel, as described above. A credit card may also be used for any other approved travel expenses that can be paid in advance of the travel. City credit cards are generally not to be carried by officials or employees during travel unless approved in advance by the Mayor, City Administrator, or Finance Director.

With prior approval, officials and employees may elect to take an advance to cover anticipated travel expenses, in lieu of submitting a reimbursement request upon return from travel. If an advance is desirable, see the Finance Department at least two weeks before the start of travel to make arrangements. A request for an advance made less than two weeks before the start of travel will be denied by the Finance Department without further consideration.

Submission of Travel Expense Vouchers

All employees must use the Travel Expense and Miscellaneous Expense Reimbursement Form to claim travel reimbursement. This voucher must be submitted to the Finance Department immediately upon return from travel. The completed form should include the following:

- Copy of the approved training request;
- Copy of the agenda noting dates of event and meals provided;
- Copy of a travel itinerary (or map) noting the mileage traveled;
- Copy of the GSA or OFM meal per diem rates for the area of travel; and
- Copy of receipts for any miscellaneous travel expenses claimed for reimbursement.

Any questions about this policy should be directed to the appropriate department director or the Finance Department.

Chapter 2: Compensation and Benefits

Compensation

Policy Statement:

The City, on a regular basis, maintains its compensation plan to keep it competitive. By keeping its compensation plan competitive with its comparable cities, the City can better attract and retain staff.

Policy:

Annual cost of living adjustments (COLA) are not a guarantee. Adjustments are at the sole discretion of the City. It is, however, the City's policy to evaluate its six-step salary schedule on an annual basis. If an adjustment is warranted, it is determined based on the annual change in the Consumer Price Index (CPI) for Seattle Urban Consumers for the first six months of the year.

Employees move through the six-step salary schedule based on their years of experience and their performance. An increase in step is not automatic or a guarantee. The Human Resources Department creates an annual calendar for managers to track when performance evaluations are due. Upon completion of the performance evaluation, the manager completes a salary change form and sends both the evaluation and salary change form to Human Resources for processing.

In addition to the annual COLA adjustment made to the salary schedule, the City may, on occasion and in its discretion, conduct a salary study or survey to ensure that overall salaries are within market of our comparable cities. The City Council determines the comparable cities for purposes of compensation planning based on population, assessed property valuation, geographic location and sales tax revenues.

At regular intervals, the City will conduct a compensation review using the AWC Salary & Benefit Survey. Comparing our titles and job descriptions to those of our comparable cities listed in the survey, the City may, at its discretion, make adjustments whenever its salaries fall below the average wage.

Periodically, the City will conduct a more comprehensive compensation plan study. The study will include an audit and review of current positions and job descriptions, a market survey, and update to the salary schedule as applicable.

Increases to salary are not a guarantee. If increases are warranted and approved, any adjustment required under this policy will occur after the payroll budget has been approved and not before January 1.

At times, it may become evident that the market has changed rapidly in one area or the duties of a job have changed significantly to require an "interim" salary survey. If an adjustment is required outside of the approved six-step schedule it must be approved by City Council.

Overtime and Compensatory Time

Policy Statement:

At times it may be necessary for the City to request or require that its employees work overtime hours. When overtime is required, hourly or non-exempt employees have the option to receive overtime compensation at the rate of one and one-half times their normal pay rate, or earn compensatory time at the rate of one and one-half times the number of overtime hours worked. Overtime is only paid for hours worked over forty (40) in the workweek.

Policy:

On an annual basis, a payroll and staffing budget is created and approved by the City Council. Positions within the City and the number of hours of work expected for each position are part of the process. New positions or positions that need increases in hours must be approved by the Council. With that in mind, employees are assigned work schedules and hours, and are expected to complete job duties within those parameters.

However, at times it may be necessary due to special projects or other unplanned events (for example inclement weather, unplanned absences) that employees work more than their normal work schedule. Any such overtime hours must be approved in advance by the employee's supervisor. Employees have three options when they have worked additional hours. Below are the options in order of preference by the City:

1. Adjust subsequent hours in the same work week in order to stay within forty (40) hours;
2. Report overtime hours and earn one and one-half times normal rate of pay for the extra hours; or
3. Receive compensatory or "comp" time at a rate of one and one-half times the number of extra hours worked.

For the purpose of calculating overtime, the City's workweek commences Monday morning at 12:00 a.m. and ends the following Sunday night at 11:59 p.m. The employee's direct supervisor or manager must approve all overtime in advance.

Time and one-half overtime or comp time is only paid for hours worked over forty (40) in a workweek. Hours excluded from the calculation of hours worked include vacation, sick, holiday or floating holiday hours, or compensatory time. Employees who work part-time do not earn overtime or comp time until they have exceeded forty (40) hours of work.

An employee cannot earn more than forty (40) hours of comp time in one month. Any overtime earned beyond the forty (40) hours of comp time will automatically (i.e. without notice to the employee) be paid at the overtime rate. In addition, an employee cannot have more than eighty (80) hours of comp time banked at any given time. Once reaching that level, all other overtime will be paid at one and one-half times the regular rate of pay.

Employees can use comp time for planned and unplanned absences, and are paid their unused balance when their employment with the City ends.

The City is not required to offer comp time in lieu of overtime pay. The City has the authority to change this policy, including the elimination of the comp time provision, at any time with or without notice. However, should the comp plan program terminate, employees will be paid for all accrued comp time or allowed to use their existing comp time balance.

Procedure:

1. The employee notifies the supervisor that additional work hours are necessary and the supervisor approves the overtime work. Alternatively, the supervisor directs the employee work overtime hours.
2. The employee works the additional hours.
3. The employee should note all additional hours worked on his/her timesheet, as well as any other scheduled changes throughout the remainder of the work, to the extent that the employee is able to start late or leave early to reduce his/her hours to his/her normally scheduled hours.
4. On the timesheet, the employee must specify if the hours are to be calculated as overtime or comp time.
5. The supervisor approves the timesheet following the Payroll and Timekeeping policy.
6. If the employee has requested the overtime as an overtime payment, the payroll administrator enters the payment into payroll as required.
7. If the employee has requested comp time, the payroll administrator verifies that the employee has not exceeded the maximum allowed.
8. If the maximum has been exceeded, the payroll administrator will process as an overtime payment.
9. If the maximum has not been exceeded, the payroll administrator will process comp time as requested.
10. Employees wishing to use accrued comp time for absences need to note the use on their timesheet. Comp time used will not count as hours worked in a workweek for calculating overtime.

Employee Status

Policy Statement:

The Fair Labor Standards Act (FLSA) and Washington Minimum Wage Act (WMWA) regulate how employees are classified and paid. The two types of classification, exempt and non-exempt, are primarily based on job duties and dictate whether employees are entitled to overtime wages for hours worked over 40 in each week.

Some employees, at the City's discretion, may be classified as full-time or part-time, and may also be classified as regular or temporary.

Policy:

Each position at the City is approved by City Council. The first step in the process is to create a job description. Based on the level of duties, the position will be classified as full-time or part-time, regular or temporary, and non-exempt or exempt.

Full-time: Full-time is defined as 40 hours. Employees who are classified as full-time are regularly scheduled to work 40 hours per week.

Part-time: Part-time is defined as working less than 40 hours per week. Employees who are classified as part-time are regularly scheduled to work less than 40 hours per week.

Regular: Regular relates to the length of the need by the City. Regular employees are those who fill positions that have no specific duration. It is not meant the person holding the position will not change, only that the position is expected to be a continued need.

Temporary: Employees who have been hired as temporary employees may also be referred to as seasonal. Temporary employees are hired to work for a specific length of time, with an end date expected. Temporary employees may be hired as a City "temp" and paid through payroll, or may be hired as a contractor or through a contract firm (i.e., "temp" or employment agency). Temporary employees may not be hired for more than six months without the approval of the City Administrator or Mayor. Temporary employees do not earn employment benefits unless required by law.

Non-exempt: Federal and state law requires that non-exempt employees be paid overtime at a rate of one and one-half times the employee's regular rate of pay for any hours worked over 40 hours in the workweek. Overtime payments may also be made in the form of compensatory time.

Exempt: Exempt employees do not receive payment for hours worked in excess of 40 in a workweek. Typically, but not always, the City's exempt employees are those in a qualifying executive, professional, or administrative position, or computer professional position, as the law defines those positions. The law also requires that exempt employees meet certain income requirements, depending on the position.

Meal and Rest Breaks

Policy Statement:

The City provides rest breaks and meal breaks during the course of each workday to non-exempt employees as required by state law and collective bargaining contracts.

Policy:

Rest Breaks: All nonexempt employees (those covered by the minimum wage and overtime requirements of the Fair Labor Standards Act) should receive a fifteen (15) minute rest break at approximately the middle of every four-hour work period not interrupted by a meal break.

Supervisors are responsible for scheduling the time for nonexempt employees' rest breaks and should consider the workload and the nature of the work performed. When necessary, the frequency and time of rest breaks may be changed.

Time spent on rest breaks is compensated as working time. However, employees are expected to be punctual in starting and ending their breaks and may be disciplined for tardiness.

Employees are expected to take their rest breaks. Employees who choose to remain at their work stations during rest breaks are expected to take their rest break shortly thereafter, and are not entitled to arrive later than the scheduled starting time or leave before the normal quitting time. Employees who voluntarily work through their rest break will not receive additional compensation.

Employees on rest breaks may not interfere with other employees who are continuing to work. For one year following childbirth, non-exempt employees who are nursing mothers are entitled to unpaid breaks during the workday for the purpose of expressing breast milk. These breaks will be paid to the extent they run concurrently with the above-referenced rest breaks. The City will provide a suitable, private location for nursing breaks. Please contact Human Resources or your supervisor to make appropriate arrangements if you need nursing breaks and/or a private nursing location.

Meal Breaks: All nonexempt employees who work five or more hours per day are entitled to a non-compensable thirty (30) minute meal break. Departments may allow employees to take a sixty (60) minute break, depending on the workload. Meal breaks are not counted toward worked hours. Employees are completely relieved from duty during their meal break. If an employee is required to perform any work duties while on his or her meal break period, the employee will be compensated for the time spent performing work duties.

Part-time employees scheduled to work more than five consecutive hours during any workday will receive a meal break of the same duration as full-time employees in their department.

Supervisors are responsible for balancing workloads and scheduling meal breaks and should take into consideration the workload and nature of the job performed. When necessary, the duration and the time of meal periods may be changed.

Employees required to work more than ten hours in any workday will be allowed a second meal break no later than six hours after returning from their first meal break.

Employees who choose not to take a meal break in order to leave early for the day or make up for time missed must send their request to their manager in writing. The Supervisor has the discretion to allow or deny the employee's request, depending on the workload and needs of the City. After communicating the approval/denial of the request to the employee, the written notice will be forwarded to Human Resources and placed in the employee file.

Procedure:

1. The City provides a fifteen (15) minute paid rest break to non-exempt employees at approximately the middle of every four hours of work.
2. The fifteen (15) minute breaks provided to employees are paid time. Therefore it does not need to be noted on the timesheet.
3. The rest period is to be taken no later than the end of the third hour of the shift.
4. Meal breaks are uncompensated time and must be accounted for on the employee timesheet (for example, an employee who works 8 a.m. to 5 p.m. with a 1 hour meal break would put down 8 hours worked, not 9 hours worked).
5. Workers must be at least two hours into the shift before the meal break can start.
6. The meal break cannot start more than five hours after the beginning of the shift.
7. Employees who are asked to work during a meal break will be compensated for the time.
8. Employees who choose to work through their meal break in order to leave early or make up time must provide documentation that it is at their choice and not a requirement of the City. This should be in a written request to their Supervisor.
9. Supervisors may approve or deny the request of an employee to work through their meal period in order to leave early or make up time and communicate that to the employee. Documentation of this should be forwarded to Human Resources for retention in the personnel file.

Payroll and Timekeeping

Policy Statement:

The City provides tools for employees to track time worked. It is the employee's responsibility to accurately track and record their time worked for purposes of payment.

Policy:

There are two payroll periods each month. The first is the 1st of the month through the 15th, and the second is the 16th through the end of the month. Employees track their time on the timesheet application provided by Payroll.

Paydays occur on the eighth and the twenty-third of each month. If the pay date is a weekend or holiday, payment is made the day prior. The City reserves the right to change the pay periods or pay dates. The City will provide as much notice as possible and, as required by FLSA, changes to the pay period will not be for the specific purpose of avoiding overtime for a specific pay period.

The City will withhold from the employee's paycheck those deductions required by law (payroll taxes and withholding, court-ordered garnishments, etc.), as well as any voluntary deductions authorized by the employee and approved by Human Resources.

If you believe there are any errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay or that your pay does not reflect all hours worked, including overtime, report your concerns to Payroll and/or Human Resources immediately. The City will promptly investigate all reported complaints and, if appropriate, take corrective action.

The City does not tolerate retaliation against any employee because that employee filed a good faith complaint under this policy. Specifically, no one will be disciplined, intimidated or otherwise retaliated against because that person exercised rights under this policy or applicable law.

All employees are required to utilize direct deposit for payroll. On each pay day, employees can access through the online payroll system a statement that explains how pay was determined (hours work and wages) and well as deductions and other accruals. Payroll advances and/or draws are not allowed.

Procedure:

1. Payroll provides a timekeeping application to all department managers and employees.
2. Once an employee completes and approves their timesheet for the pay period, it is forwarded to the manager for approval.
3. The manager audits the timesheets for errors, and notifies the employee of any changes.
4. The manager approves the timesheets.
5. Payroll pays employees based on the timesheets approved on the required date.
6. Statements of direct deposit detailing pay, deductions and accruals are be available through the payroll application.

Health and Welfare Benefits

Policy Statement:

The City is dedicated to providing employees with competitive benefits. However, the City does not guarantee ongoing/future benefits, and the City reserves the option of changing, amending, or terminating any/all benefits set forth herein, in its sole discretion.

Policy:

Medical:

Employees and their dependents may be eligible to begin participating in the City's medical benefit effective the first day of the month after they begin work. Eligibility is based on number of hours worked, and employees are required to pay a portion of the medical benefit premium. The City provides benefits to full-time employees and their dependents. Part-time employees may receive benefits depending on the number of hours per week they are regularly scheduled to work.

The City generally attempts to offer several different benefit plans to meet the needs of employees. Information on the plans currently offered is available from Human Resources.

Dental:

All employees are required to participate, and dependents may be added if the employee meets the minimum work hours required. The City pays all dental premiums. Eligibility is the first day of the month after an employee begins work.

Currently, AWC is the administrator for the dental benefits. See the summary of benefits or plan documents for information on covered services.

EAP:

The City provides an employee assistance plan (EAP) to employees. The EAP provides short-term, confidential counseling for employees and their immediate families. There is no charge for the first three visits. EAP counselors are available 24 hours a day, 7 days a week.

The EAP is confidential. Personal information is never shared with anyone, including the City, without your direct knowledge and approval. More information on the EAP is in the EAP brochure available from Human Resources.

Long Term Disability:

The City provides long-term disability insurance at no charge to employees. This insurance provides up to 67% of the employee's salary should they be out of work due to illness or injury. Because the employer provides this benefit, any benefit received by the employee is taxable income.

Life Insurance:

The City provides life insurance to employees at no charge. The amount provided is \$50,000. Employees have the option of purchasing additional life insurance at the group rate through payroll deduction.

457 Plan:

Employees have the option of participating in the 457 Plan. This is a deferred compensation and tax plan, which allows employees to make contributions with pretax dollars and then pay their current tax rate when they begin to draw on the Plan at retirement. There is no City contribution to this benefit.

401(a) Plan:

The City does not participate in Social Security for full-time employees. Therefore, employees regularly working 20 hours or more per week do not contribute to Social Security. Instead of Social Security, the City and employees participate in a 401(a) Plan. The contribution is a match from both City and employee money and is not voluntary. The current match is 6.2% of the employee's compensation. Employee contributions are 100% vested at the time made. The City's contribution vests at 33.3% per year.

Part-time employees working less than 20 hours per week participate in Social Security and receive the City match. Part-time employees working less than 20 hours per week do not contribute to the 401(a) Plan.

Pension Plan:

Employees who work over 70 hours per month are eligible to participate in the City pension plan. For law enforcement it is the LEOFF benefit. For administrative and public works employees it is PERS benefit. Benefit levels and contributions are set by the State of Washington. Employees must be scheduled to work at least 70 hours per month, for 5 months out of the year, to be eligible.

Employees vest during the first 5 years they participate in the plan.

Procedure:

1. Employees enroll in the benefits during their first 30 days of employment.
2. Employees who wish to make changes to their medical or dental benefits must wait until open enrollment (December for January 1 effective dates) or have a qualifying event.
3. Plans may have specific deadlines or late enrollment procedures.
4. The City may add, drop, or amend benefits at its discretion.
5. Current information on all benefits plans is available from Human Resources. Summary plan descriptions on the plans are available in the benefits materials resource display outside the Human Resources office.

Involuntary Benefits

Policy Statement:

The City is dedicated to providing competitive benefits to employees. Some benefits offered by the City are voluntary, and other mandated by law. This policy addresses involuntary or mandated benefits.

Policy:

It is the City's policy to comply with all state and federally required employee benefits. Below is an overview of these benefits.

Social Security (FICA):

Social Security is a disability and retirement system managed by the Federal government. Employees and employers contribute money (taxes) into Social Security for future use by the employee. Public employers, such as the City, have the option of participating in Social Security.

At the City, temporary or seasonal employees or those working less than 20 hours per week have a deduction made from their wages for Social Security, as determined by law. The City matches the contribution.

Regular full time employees and those working more than 20 hours per week are required to participate in the City's Social Security replacement plan, the 401(a) Plan, described below.

Medicare:

Medicare helps pay for medical costs during retirement years. The federal government manages this program.

All employees are required to pay into this plan, with a match by the City as determined by federal law. There is no annual income ceiling for Medicare.

Federal Income Tax:

Upon hire employees are required to complete a Form W-4. This form can be updated as an employee's circumstances change (for example: marriage, divorce, changes in dependents). Form W-4 allows the City to deduct the proper federally required income tax.

In January of each year, employees will receive their Form W-2 for the previous year. The form is distributed on or before the January 31st deadline.

State and Federal Unemployment Insurance:

State Unemployment Insurance, or SUI, is a tax that is collected from the employer to help transition employees who have lost employment through no fault of their own. The amount paid is based on the employer's utilization. FUTA is the federal unemployment insurance program. Both of these are paid entirely by the employer.

Workers' Compensation:

Workers Compensation is insurance the City is required to pay by state law. The insurance provides a percentage of income to an employee who is injured on the job. The amount paid is based on the industry. The program is managed by the Washington State Department of Labor and Industries (L&I).

401(a):

The City offers a mandatory 401(a) Plan. Employee put aside money not contributed to Social Security program, using pretax dollars. Currently, the City matches the employee contribution in an amount equal to the Social Security tax. Employees are 100% vested in employee contributions to the 401(a) plan at the time the contributions are made. The employee vests in the City's contribution to the 401(a) plan at the rate of 33.3% per year of service.

Workers' Compensation

Policy Statement:

Employees who experience injuries, illnesses, or occupational disease arising out of their employment with the City are entitled to compensation under the State of Washington's Industrial Insurance Act (Workers' Compensation). This policy sets out rules and procedures related to administering this benefit.

Policy:

Filing a Claim:

Employees with a work related injury or occupational disease exposure must report the incident to the supervisor or manager immediately. If the injury or illness requires emergency care, the employee should first seek medical attention and then follow up with his/her manager.

If the employee seeks medical care, the employee will need to tell the physician that the issue was caused at the workplace. The doctor's office will complete the claim forms as required.

Coordination with Accrued Leave:

Employees may use their available accrued sick, vacation and compensatory time leave to maintain 100% of their pay while out due to an injury at work. When the employee receives Workers' Compensation benefits, he/she is required to turn their time loss check over to the City, within three (3) days of receipt, so that the City can use the check to buy back a portion of the paid sick leave benefit used by the employee which shall be restored to the employee's leave balances. This policy is to ensure that employee will receive prompt and regular payment during periods of injury or disability so long as disability continues and to allow the employee to maintain as much accrued sick leave as possible after the buy back. The employee will not receive more leave purchased back than he/she would have received had the injury not occurred. In the event that an employee does not have enough accrued leave to keep them in paid status during their period of disability (as certified by their doctor) due to their work related injury, the employee will keep the time loss check from L&I and no buy back will be processed. Employees cannot receive 100% of their regular pay through use of sick leave or other accrued leave while also receiving Worker's Compensation benefits (as this would allow the employee to receive substantially more than his/her regular pay).

Vacation and compensatory time used is not restored to the employee after an employee receives Workers' Compensation Benefits.

Leave from Work:

The workers compensation statute provides time loss compensation and medical coverage, but is not a leave law. An employee's entitlement to time off following a work-related illness or injury will be administered in accordance with the City's leave policies and any applicable collective bargaining act provisions. The City counts an employee's leave due to a work-related injury or illness toward the employee's 12-week leave entitlement under the Family and Medical Leave Act (FMLA) and the Washington Family Leave Act (WFLA). Once these leave entitlements are

exhausted, any requests for further time off may be evaluated as a reasonable accommodation under the American's with Disabilities Act (ADA).

Return to Work:

Once an employee has been released to work, with or without accommodation, after a work related injury or illness, they will be restored to the same or similar position and same pay. No seniority will be lost.

Employees wishing to return to work after a work related injury or illness must have clearance from their physician. In some cases, it may be possible for the employee to return with job modification. Job modification may include workplace changes or light duty. Any job modification will require coordination between the City, the employee and the employee's physician. The job modification must not impose "undue" hardship on the City or create a direct threat of harm.

Employees who refuse light duty may lose their time loss benefit in accordance with state law. In addition, light duty assignment cannot generally extend beyond 12 weeks. If light duty is required beyond 12 weeks, the employee may lose their guarantee to return to their original position.

Permanent Disability:

Employees who become permanently disabled may have available additional long-term benefits through the State's Workers Compensation plan. However, the State and not the City determines availability and eligibility.

Fraud:

Filing a fraudulent Workers' Compensation claim or engaging in fraudulent representation with respect to Workers' Compensation claims or benefits are serious offenses. Employees found to have engaged in fraudulent activities are subject to disciplinary action up to and including termination of employment.

Employees who file fraudulent claims can also be criminally prosecuted and subject to imprisonment and/or fines.

Retaliation:

The City will not retaliate against an employee for filing a Workers' Compensation claim. Any employee who feels he/she has been retaliated against due to the filing of a Workers' Compensation claim or for participating in an investigation of a workplace injury or illness or for reporting claims of fraud should report it to Human Resources immediately.

Tuition Reimbursement

Policy Statement:

Ongoing education and training is an investment that creates a more diverse and capable staff. As such, the City supports advanced level education and professional certification by providing funds to employees who wish to improve job performance, enhance skills, and prepare for future City opportunities.

Policy:

The City supports employees who wish to continue their education to secure increased responsibility and growth within their professional careers. In keeping with this philosophy, the City has established a reimbursement program for expenses incurred through approved institutions of learning. Full-time regular status (not temporary or seasonal) employees who have worked for the City for more than one year are eligible to participate in this program as long as the courses are job or City related, as determined by the City in its discretion.

The City will reimburse up to a maximum of \$1500 per year incurred by an employee for continuing education through an accredited program that offers growth in an area related to his or her current position. This can include college credit courses, continuing education unit courses, seminars and certification tests. A passing grade of “B” or its equivalent, or better, or obtaining a certification is required to receive any reimbursement. A “report card” verifying the employee’s grade and receipts are required for tuition reimbursement.

Coursework specific to the employee’s development that clearly creates a benefit to the City may be approved at the Mayor and City Administrator’s discretion. However, any tuition paid beyond the \$1500 per year will necessitate an employment contract with the employee and the City that creates service requirements. The contract will create a “tuition loan” forgiven at 25% per year.

Eligible costs are those specific to attending the course. Lab fees, books, parking fees, or general “membership” type fees are not reimbursable.

Courses that are general in nature (i.e. English, Algebra, etc) must be taken on the employee’s time. Only classes specific to the employee’s job can be taken during work time (i.e. Excel) or counted toward worked time. The manager must approve course schedules that impact work schedules in advance.

Any time devoted to attending classes or completing coursework must be on the employee’s personal time. Such time is not compensable hours of work, and may not interfere with the employee’s performance of his or her City employment.

Procedure:

1. Prior to taking course, the employee provides his or her manager with information about a course for which he/she would like to receive reimbursement.
2. The employee completes the Tuition Reimbursement Form and manager signs for first level approval.
3. The form is then forwarded to the City Administrator for approval.

4. Once approvals are received, the employee sends a copy of the form to Human Resources. A copy of the form will be kept in the employee file. The employee can then enroll in the course.
5. The employee will maintain the original until he or she has completed the course.
6. Upon completion of the course, the employee should resubmit the original tuition reimbursement form with a completed expense report form with receipts and evidence of passing grade of a “B” or better, or certification attached.
7. The Human Resources Department will then coordinate the reimbursement with Finance.

Inclement Weather and Emergencies

Policy Statement:

It is the intent of the City that all City offices shall be open and in operation during established working hours. Because many City services are of primary importance during emergency or extreme weather conditions, employees should make a reasonable effort to report to work in a timely basis without endangering their personal safety.

Policy:

Should conditions exist which would prevent City employees from reporting to work, it will be the employee's responsibility to contact his or her supervisor or department manager to indicate anticipated absence from work or late arrival to work.

Any regular full-time or regular part-time employee who is unable to report to work as a result of emergency or extreme weather conditions will be given the option of using accrued vacation or compensatory time, or taking time off without pay for time missed.

Early Closures and Payment for Early Closures

Policy Statement:

There are times that the City closes operations early, opens late or does not open at all. This policy addresses how employees are compensated for City closures.

Policy:

The City Hall may close early, open late, or not open at all due to a variety of reasons. This policy creates a standard of how all employees will be consistently compensated for unscheduled closures. Unscheduled closures are typically due to one of the following: weather conditions, power outages, pandemic, or emergency declarations.

Part-time employees: Part-time employees are compensated at their average hourly day if the day of the closure was a day they were scheduled to work. If a part time employee normally works until 12 p.m. and the office closes at 1 p.m., they will receive no additional compensation. If a part-time employee is not scheduled to work on the day the office closes, the part-time employee does not receive additional compensation.

Full-time employees: Full-time employee will be compensated to the value of the City's standard work hours. For example, the standard office hours are 8 to 5. If the office closes at 3 p.m., employees will receive up to two hours of compensation. If the employee's normal schedule is work until 6 p.m., they still only receive two hours and may either take vacation or comp time, or make up the hours.

Compressed workweek: Employees who work a compressed workweek will be provided only the number of hours consistent with other full-time employees. If the employees working a compressed workweek are short hours, they must either make up the time in the same workweek or take vacation or comp time. If the employee is not scheduled to work that day because of his/her compressed workweek, they shall not receive compensation.

Employees on sick or vacation: Employees who have left work or are not in due to sickness or vacation time will not receive time unless they were available for work. For example:

1. An employee leaves at 2 p.m. for a doctor's appointment and the office closes at 3 p.m. The employee does not get back his/her sick leave because they were not available for work at 3 p.m.
2. An employee on vacation on a day that the City is closed due to weather will not have his/her vacation hours restored for that day.
3. An employee who chooses not to come to work when City Hall is open for business, whether his/her department was conducting public business or not, will be required to use vacation time.
4. An employee who comes in late, and then the office closes early, will need to take vacation or comp time for late arrival, or make up time.
5. The City closes early during the holiday season. Employees who are not at work, either because of vacation, sick, or comp time, will not be have his/her leave balances restored.

The City is not obligated to pay employees when the office is closed or closes early. However, out of fairness to employees, the City is mindful of the issues employees face when the City Hall is not open through no fault of their own. Though this policy may not meet the needs of all employees, it is designed to manage compensation consistently, and therefore fairly, for all employees.

Jury Duty

Policy Statement:

The City believes that Jury Duty is an important civic duty and whenever possible employees who are summoned for Jury Duty should serve without personal financial hardship.

Policy:

Employees should notify their supervisor immediately upon receipt of the Jury Duty Summons, and in no event less than two week prior to the date of the employee's scheduled jury service. At times, and at the City's discretion, the employee may be required to request a postponement from Jury Duty due to workload or special projects.

Employees who are summoned for Jury Duty will receive pay at their regular rate of compensation for up to 30 calendar days, less any amount paid to the employee by the court for such service, excluding expense payments. While serving on Jury Duty, the City will continue the employee's regular pay. Upon receiving payment from the court, the employee must sign over the check from the Court to the City.

Employees who are subpoenaed to appear as a witness on non-City business are required to use their vacation or other personal leave. If they have no leave available, they are required to take the time without pay. With supervisor approval, the employee may make up hours as long as it is within the same pay week the time off was taken or does not otherwise result in overtime liability to the City.

Procedure:

1. Employee submits a copy of their summons to their supervisor.
2. The supervisor forwards copy to Human Resources.
3. A copy is placed in the employee personnel file.
4. Per the request of the supervisor, the employee may be asked to request a postponement based on business needs (instructions on the summons).
5. If an employee is chosen for jury duty, all checks received from the court that are not reimbursements for expenses must be submitted to Payroll.
6. If an employee is released or not called for Jury Duty, the employee must return to work unless he or she has approval from their supervisor.

Compensation for Travel Time

Policy Statement:

At times, City employees may be required to attend training that is not local. This policy addresses how time paid for travel to and from the training is managed.

Policy:

Under the Fair Labor Standards Act (“FLSA”), time spent commuting to and from training outside the normal workday is not compensable. The exception to this standard is if the employee is required to drive and has not declined the opportunity to be a passenger. As a passenger, whether in a vehicle, train, plane, or other mode of transportation, compensated time is only that time when travel occurs during the employee’s work hours.

Though FLSA does not require the “passenger” time outside of the normal work hours be paid, the City recognizes that employees who are required to attend training that is not local should not be required to do so without some expectation of compensation.

It is the City’s policy to pay straight time for hours spent commuting outside normal work hours to training. The training must be a requirement of the City and the hours paid for the commute time are not calculated towards hours worked for overtime purposes.

Employees who are required to drive will be paid their regular wages and the time will count as hours worked for purposes of computing overtime.

Mealtime is not compensated time unless the attendance is mandatory or a continuation of a training or educational program. An example of non-compensated time is an end of the conference day dinner or a lunch provided by a vendor during training. The exception to this is if, during the mealtime, information is offered specifically related to the training. Payment for mealtimes must be approved in advance with an agenda provided by the employee.

Employees who have expenses related to training should see the Job Related Travel Allowance and Other Business Expense policy.

Procedure:

1. Employee must have training or conference approved in advance.
2. Once approved, the employee can make travel arrangements per department and City policy.
3. Employees must track hours and submit them on a time sheet as appropriate and as described above.
4. Manager must approve hours per standard timekeeping policy.

Longevity Recognition Program

Policy Statement:

The City recognizes the importance of making employees feel appreciated, and knows that turnover costs money in terms of actual recruitment costs, as well as in loss of productivity and training. The longevity program serves to recognize employees who have served the City for an extended period of time.

Policy:

Employees are recognized for their service to the City through merit increases and performance feedback. When employees remain in service to the City, they become vested in the employer provided retirement plans (401a and pension). Vacation is also increased (see vacation leave policy).

In addition to those benefits, the City also recognizes increasing tenure as follows:

<u>Years of Service</u>	<u>Reward</u>
1	One year pin
3	Certificate of Appreciation \$10 gift card
5	Five year pin \$15 gift card
7	Certificate of Appreciation \$20 gift card
10	Ten year pin \$30 gift card
15	Fifteen year pin \$45 gift card
20	20 year pin \$60 gift card
25+	\$75 gift card (+5 for every addt'l 5 years of service)

Employees who have left the City but have returned in less than one year will have their service bridged for the purposes of this policy.

Employees on a performance improvement plan will not receive their recognition until the expectations outlined in the performance improvement plan have been met. Exceptions are granted with manager approval.

Procedure:

1. Human Resources will track employees' hire dates in the payroll system.
2. Human Resources is responsible for maintaining pins and gift cards, and notifying City Administrator and/or Mayor of upcoming anniversary dates.

3. Gift card and pin recipients will receive recognition (pin, gift card) at the all staff meeting of the month of their hire date.
4. Employees in a probationary period or performance improvement plan will not receive financial recognition until satisfactory performance expectations are met.

Severance for Reduction in Force

Policy Statement:

The City is dedicated to retaining its qualified and high performing staff. However, due to financial constraints, changes in technology or work process, a reduction in force (RIF) may be necessary. This policy addresses that issue.

Policy:

The City as an at-will employer does not guarantee an employee's employment for any specific duration. An employee who is terminated is not eligible for severance payments or any other salary or benefit continuation.

Should an employee be laid off, or subject to a RIF, the City at its discretion and with Council approval may provide severance and or continuation of employee benefits. However, there is no guarantee that severance or continuation of benefits will be provided. Nothing in this statement should be perceived as a contract or promise of employment, severance, and or benefits, and does not change the at-will employment relationship.

Chapter 3: Leave Policies

Vacation

Policy Statement:

Employees need time away from work to rest, recuperate from illness, and at times take care of personal issues. The City recognizes this need and provides paid vacation and sick leave to employees. This policy assists employees, their managers and Human Resources to manage and administer the vacation leave benefit.

Policy:

Employees begin accruing vacation their first day of work. Employees may take up to their accrued and unused time off for vacation leave. In a medical family emergency, employees will be permitted to run a negative balance of up to 5 days.

Vacation accruals are adjusted by tenure as well as number of hours worked. Part-time employees have their accrual prorated based on the percent of the week worked. Temporary employees or those working less than 20 hours per week do not earn vacation time and are not paid for any time needed away from work.

The vacation accruals are as follows:

Length of Service	Annual Hours/Weeks	F/T Accrual/Pay Period
0—1 Years (12 months)	80 hours/2 weeks	3.3 hours
2—5 Years (60 months)	96 hours/2 weeks 2 days	4.0 hours
6—10 Years (120 months)	120 hours/3 weeks	5.0 hours
11—15 Years (180 months)	136 hours/ 3 weeks 2 days	5.67 hours
16—20 Years (240 months)	168 hours/4 weeks 1 day	7.0 hours
More than 20 years	184 hours/4 weeks 3 days	7.67 hours

The City encourages employees to use the vacation leave earned. To that end, employees may not accrue vacation hours in excess of the following maximum accrual levels:

Length of Service	Maximum Vacation Accrual
0—1 Year	80 Hours
2—5 Years	192 Hours
6—10 Years	240 Hours
11 and Over	240 Hours

Once an employee has reached the maximum hours allowed, they shall not accrue additional vacation until their accrued hours have dropped below the maximum. When an employee terminates employment with the City, the employee will be paid no more than the maximum accrued and unused vacation according to the above schedule.

Employees may use vacation to replace sick time if no sick time is available, as well as for otherwise unpaid FMLA leave. Vacation time may also be used in conjunction with holidays.

Employees may not use their vacation in their last two weeks of employment unless specifically approved by their manager in advance. This requirement is to ensure time for proper training and “hand off” of duties by the departing employee in their last two weeks of employment.

Due to City business needs, it may be necessary for the City to refuse requests for vacation. If two employees request the same vacation time in the same department, the first to ask is given priority. If both employees ask at the same time or appear to have asked at the same time, seniority will be the deciding factor.

It is important that employees give as much notice as possible in requesting the use of vacation time. However, vacation will not be approved more than 3 months in advance except in extreme cases (i.e., traveling abroad and need to make plans in advance).

Exempt employees must use vacation for partial-day absences (not related to sick leave) of more than four (4) hours.

Bridge of Service:

Employees who leave the City and return in less than six months will have their tenure restored for purposes of vacation accrual.

Employees, hired after September 1, 2008, who have worked for another public entity immediately prior to their employment with the City, will have their prior public employment tenure count at 50% towards the City’s vacation accruals. (i.e., if an employee worked at City of Kenmore for 10 years immediately prior to being hired by the City, they would earn vacation at 96 hours per year rate upon hire by City of Lake Forest Park).

Procedure:

1. With as much notice as possible, the employee requests time off from their manager using the payroll online system.
2. The manager approves or rejects request for time off.
3. If manager rejects request, employees can appeal the decision to Human Resources.
4. If a request for time off is denied by Human Resources and employee still wishes to appeal the decision, the City Administrator makes the final decision.
5. Employee notes time away from work on their timesheet.
6. It is the manager’s responsibility to verify employee hours worked, time away from work, and approve timesheets.

Sick Leave

Policy Statement:

Good attendance is expected of all employees. It is the City's employees that make the City function at the highest level possible. However, it is also understood that things happen that cause an employee to miss work. To assist employees dealing with their own or their immediate family's illnesses or medical problems, the City provides paid sick leave.

Policy:

The City provides full-time employees 12 days of paid sick leave per year which accrue on a per pay period basis. Part-time employees, temporary employees, seasonal employees, and paid interns have their sick leave prorated based on the number of hours an employee works per week. Volunteers do not earn sick leave. Sick leave is available to use as it is accrued. Sick leave accrual banks and hours of sick leave used are shown on pay statements available through the online payroll system.

Using Sick Leave

Paid sick leave may be used for the following:

- An employee's mental or physical illness, injury or health condition; or to accommodate diagnosis, care or treatment of mental or physical illness, injury or health condition;
- Preventive care such as a medical, dental or optical appointments and/or treatment;
- Care of a family member a) with a mental or physical illness, injury, health condition ; b) who needs diagnosis, care or treatment of mental or physical illness, injury or health condition ; or c) who needs preventive care such as a medical/dental/optical appointment;
- Closure of the employee's place of business or employee's child's school/place of care by order of a public official for any health-related reasons;
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

Paid sick leave may be used for the following family members: a spouse or registered domestic partner, child (regardless of age), parent, parent-in-law, grandparent, grandchild, and/or sibling. Accrued sick leave must be used in connection with any extended medical leave, including but not limited to FMLA/Washington Family Leave Act Leave, pregnancy disability leave and/or leave granted under the Americans with Disabilities Act, and may not be used to extend such leaves.

Employees may not borrow against future sick time accruals. Employees who exhaust their sick leave and then continue to be away from work may apply other paid leave accruals such as comp time, floating holiday or vacation time. When all leave accruals are exhausted, employees receive leave without pay. Exempt level employees are required to use sick leave for partial-day absences, related to illness, of more than 4 hours.

Notice

Understanding that illness is frequently unexpected, the City asks for as much notice as possible when calling in sick. If leave is foreseeable, an employee must give 10 days' notice or as early as practicable. If an employee is calling in sick unexpectedly they must contact their supervisor at

least 30 minutes prior to their scheduled shift unless it is not practicable to do so. If the illness or medical condition requires an absence of more than one day, the employee must call in to their supervisor each day unless an extended absence has already been approved by the supervisor and/or Human Resources. Another person can provide notice to the supervisor on an employee's behalf if it is impracticable for the employee to do so.

Request for Doctor Verification

For absences exceeding three (3) days, the City may require a doctor's verification that an employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210 (1) (b) and (c). Such a request for doctor's verification will not require that the information provided explain the nature of the condition. If the City obtains health information about an employee or employee's family member, the City will treat such information in a confidential manner consistent with applicable privacy laws.

If the City requires verification, and the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee must be allowed to provide an oral or written explanation to the City which asserts:

- (1) That the employee's use of paid sick leave was for an authorized purpose under RCW 49.46.210 (1) (b) or (c); and
- (2) How the City's verification requirement creates an unreasonable burden or expense on the employee.

The City must consider the employee's explanation. Within 10 calendar days of the employee providing an explanation about the existence of an unreasonable burden or expense, the City must make a reasonable effort to identify and provide alternatives for the employee to meet the City's verification requirement in a manner which does not result in an unreasonable burden or expense on the employee.

If the City requires verification that the use of paid sick leave is for an authorized purpose under RCW 49.46.210 (1) (b), verification must be provided to the City within 10 days following the first day upon which the employee uses paid sick leave or the City makes the request for verification, whichever is later.

Attendance and Accommodation

As in any work atmosphere, attendance is important. Employees who habitually use or abuse sick leave may be subject to discipline, up to and including termination, if their attendance does not improve.

The City abides by the law and any collective bargaining contracts to accommodate the employee as reasonably possible. To "accommodate" may mean modifying the employee's work hours or duties, and may require recommendations from the employee's doctor. Employees needing accommodation should see the Accommodation Policy.

Coordination with Disability Payments

If an employee cannot work and is eligible for City or other government provided disability benefits, it may be possible to use sick leave to supplement any shortfalls between the

employee's regular compensation and disability pay. However, this is not determined by the City and is part of the benefit plan itself. Employees must notify Human Resources if they are interested in coordinating benefits in this matter. Human Resources will then coordinate with the Plan Administrator.

Conversion to Vacation

Unused sick leave accruals may accumulate from year to year with no maximum cap. One time per calendar year, at any time during a calendar year, employees can convert sick leave in excess of 480 hours to vacation at a rate of \$.25 on the dollar by submitting a written memorandum to Human Resources authorizing the conversion. Vacation maximum caps apply. Under no circumstances will employees receive a cash-out of unused sick leave accruals.

Employees have the opportunity to donate leave to other employees who are out due to illness. Employees seeking information should see the shared leave policy.

If an employee leaves employment and is rehired within 12 months of separation, any accrued, unused paid sick leave will be reinstated to the employee's paid sick leave balance.

Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick leave.

If an employee feels they are being discriminated or retaliated against, the employee may contact Human Resources. If an employee is not satisfied with the company's response, the employee may contact the Washington State Department of Labor & Industries.

Online: www.Lni.wa.gov/WorkplaceRights

Call: 1-866-219-7321, toll-free

Visit: www.Lni.wa.gov/Offices

Email: ESgeneral@Lni.wa.gov

Employees with questions about Sick leave may contact the Human Resources Manager or their supervisor.

Procedure:

1. An employee needing to be away from work due to their own mental or physical illness, injury or health condition or the mental or physical illness, injury or health condition a family member should contact their manager at least 30 minutes prior to their scheduled shift.
2. Employees who exhaust their sick time can use vacation or comp time (as applicable) to provide paid time. If no other leave is available, the time is without pay.
3. With manager approval, employees can make up hours missed in the same workweek.
4. Advance sick leave requests may be made on the online timecard system. Unscheduled sick leave is noted on the time sheet and approved by the manager.
5. Advance sick leave requests less than one (1) week prior to the day requested may be made on the online timecard system. However, in such cases, the employee should contact the manager for verbal approval prior to taking the time off work.

6. Employees with ongoing illnesses or who have family members with ongoing illnesses may be directed by their manager or Human Resources to apply for FMLA or ask for accommodation.
7. Medical files are kept in the Human Resources department in a locked file cabinet. Only the employee and select City officials have access to the medical file.

Shared Leave

Policy Statement:

The City provides a vacation and sick leave plan. Employees are encouraged to use their leave appropriately including planning for sick leave. However, it is also understood that even the most careful employee can be confronted with a medical emergency that will quickly exhaust their sick leave balance. The Shared Leave policy is an opportunity to help employees avoid a leave without pay situation.

Policy:

Employees may elect to donate a portion of their vacation or sick leave to an employee who is unable to work due to a medical condition. Once the election to donate is made, an employee cannot rescind the donation.

Vacation: Employees may donate up to 50% of their vacation balance not to exceed 80 hours to a coworker that has exhausted his/her own sick, vacation and comp time balance.

Sick: Employees may donate up to 50% of their sick balance not to exceed 20 hours to a coworker that has exhausted his/her own sick, vacation, and comp time balance.

No more than a total of 12 weeks per rolling calendar year can be donated to any one employee.

Employees cannot receive donated leave unless the entire employee's accrued and unused sick, vacation and comp time balances have been exhausted. In addition, donated leave cannot be used to restore a negative balance.

Procedure:

1. Managers can monitor leave balances through the online payroll system.
2. When an employee is out for an extended medical leave, it is the manager's responsibility to monitor the leave balance.
3. When leave balances are low, the manager or the employee may contact Human Resources. Per that request, Human Resources will ask staff via email if anyone is interested in donating leave to the employee.
4. Employees who are interested in donating leave must submit a Shared Leave Authorization Form to Payroll, stating who the leave is for, the number of hours to donate and from which leave balance.
5. As described above, employees are limited to the number of hours and reasons for donating leave.
6. Once the Shared Leave Authorization Form has been sent to Payroll, employees cannot rescind or ask for those hours to be returned to them.

Medical Leaves

Policy Statement:

As an employer of over 50 employees, the City desires to implement a policy consistent with the Family Medical Leave Act (FMLA), the Washington Family Leave Act (WFLA) and state regulations addressing leave for disability caused by pregnancy and childbirth. The City will provide eligible employees with unpaid leave (i) for the birth or placement of a child; (ii) to care for a qualifying family member with a serious health condition; (iii) to care for the employee's own serious health condition; (iv) to respond to a qualifying exigency arising out of a qualifying family member's active duty or call to active duty; and/or (v) to care for qualifying family member who is being treated for an injury or illness incurred in the line of duty. This policy will be administered in accordance with applicable law.

Policy:

Pursuant to the FMLA, eligible employees may take up to 12 weeks of unpaid leave in a rolling 12-month period:

- 1) For the birth or adoption of a child or placement of a foster child
- 2) To care for a qualifying family member with a serious health condition
- 3) To take medical leave when the employee is unable to work because of his/her own serious health condition.
- 4) A "qualifying exigency," as defined by the applicable regulations adopted by the Department of Labor from time to time, arising out of a qualifying family's active duty or call to active duty in the Armed Forces in support of contingency plan.

For purposes of this policy, a "qualifying family member" means the spouse, child or parent of an eligible employee. The rolling 12-month period is measured backward from the date an employee uses FMLA leave.

Eligible employees may take up to 26 weeks of unpaid leave in a 12-month period to care for a qualifying family member who qualifies as a "covered service member." For purposes of this policy, the term "covered service member" means a member of the Armed Forces who is undergoing medical treatment, recuperation or therapy, or who is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for an injury or illness incurred by the covered service member in the line of duty or active duty in the Armed Forces that may render the covered service member medically unfit to perform the duties of the member's office, grade, rank or rating. For purposes of this military caregiver leave, the 12-month period is measured forward from the date an employee first takes leave for this reason.

Serious Health Condition: For purposes of this policy, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;
- A period of incapacity of more than three consecutive, full calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;

- A period of incapacity due to pregnancy or for prenatal care;
- A period of incapacity or treatment due to a chronic serious health condition, for a permanent or long-term condition for which treatment may not be effective, or to receive multiple treatments for restorative surgery after an accident or injury or for a condition that would likely result in an incapacity of more than three full, consecutive calendar days in the absence of medical treatment (e.g., chemotherapy for cancer or dialysis for kidney disease).

Employees returning from FMLA leave within the time periods set forth above will be restored to their original job, or to an equivalent job with equivalent pay and benefits, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). When returning from leave, the employee may be required to present medical certification of fitness for duty. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until medical certificate release is provided.

FMLA may be taken in increments as small as one hour, provided, that when FMLA leave is taken because of the birth or adoption or placement of a foster child, the employee may take leave intermittently or on a reduced schedule only upon approval by the Mayor. Employees on FMLA leave who are on unpaid status (because they have depleted all sick, vacation and comp time) shall not accrue additional paid time off while on such leave.

Leave covered under FMLA will be coordinated and will run concurrently with any leaves required under the Washington Family Leave Act and Family Care Act, and the American with Disabilities Act whenever possible.

Eligible Employees:

To be eligible for FMLA, an employee must have worked for the City for at least one year and have worked 1,250 hours over the previous 12 months. Leave time does not count toward the 1,250 hours.

Employees on FMLA leave are required to use all accrued vacation, sick or comp time leave concurrently with the FMLA leave before going on a leave without pay status.

Additional State Law Entitlements:

In addition to leave under the federal FMLA described above, Washington law provides certain additional leave rights in connection with pregnancy-related disability and to care for a newborn. Regardless of whether an employee is eligible for FMLA leave, she is entitled to Pregnancy Disability leave for the period of time that she is temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave, the Pregnancy Disability leave will run concurrently with FMLA leave. Pregnancy Disability leave is unpaid and health benefits are not automatically continued (unless the employee is also eligible for FMLA leave); however, accrued leave may be used and the employee may continue insurance coverages at her expense.

The WFLA provides certain additional leave benefits to eligible employees. The WFLA largely mirrors the FMLA, with the same eligibility standards and entitlement to 12 weeks of leave for family and medical reasons. In most situations, WFLA provides the same leave entitlement as (and runs concurrently with) FMLA leave and employees should follow the procedures described above for both FMLA and WFLA leave. WFLA differs from FMLA leave only in the following respects:

- WFLA leave does not run concurrently with any leave taken for Pregnancy Disability leave; this affords an employee up to 12 weeks of additional time off to care for her newborn once she has recovered from the Pregnancy Disability.
- The WFLA does not provide leave for military exigencies or for military caregivers. Where such military-related leave is taken under the FMLA, it will not count against the 12-week leave entitlement available under the WFLA.
- Continuation of employer-paid health insurance is not required during WFLA leave. Thus, during leave that is covered only by WFLA and not FMLA, health insurance will not be automatically continued unless the employee elects continuation coverage at his/her expense.

Procedure:

1. Employees who can anticipate the need for FMLA for more than three days must provide their supervisor 30 days' notice whenever possible. If 30 days' advance notice is not possible, the employee must provide notice as soon as practical (which is generally the same day or next business day after the need for leave becomes known).
2. An employee needing FMLA leave must follow the City's usual and customary call-in procedures for reporting an absence, absent unusual circumstances.
3. The supervisor will notify Human Resources of the leave request. Human Resources will send paperwork, which includes a medical certification and a copy of this policy, to the employee.
4. Upon completion of the paperwork, by both the employee and their doctor, it is returned to Human Resources.
5. Human Resources will approve or disallow the FMLA leave within five business days after receiving completed paperwork, as required by law.
6. If it is not evident that the medical condition qualifies under FMLA as a serious condition, the employee may be required to get a second opinion at the City's expense.
7. If the first opinion and second opinion are in conflict, a third and final opinion will be required again at the City's expense.
8. Once the FMLA leave is approved by the City, Human Resources will inform the employee of the appropriate call-in procedures to follow during the FMLA leave.
9. Once leave is approved, Human Resources will notify the supervisor of the period of absence covered. The medical condition will not be disclosed without approval of the employee or unless disclosed by the employee.
10. FMLA is not paid time off. The employee is required to use any accrued time off, including comp time, and their disability benefits. If no time is available, the time is without pay.
11. Employee benefits will continue at the same level as when the employee was actively at work. Any portion paid by the employee will be "recouped" when the employee returns

to work. Alternatively, if the employee is on paid leave through use of accrued leave, the employee's share of benefit premiums may continue to be processed as a payroll deduction.

12. Should the employee decide to terminate employment at the end of or during FMLA, the City requires that the employee repay all medical benefits. The exception to this policy is terminations due to ongoing health reasons, a move due to a spouse's employment, or participation in the Armed Services.

Bereavement Leave

Policy Statement

The City provides paid time off for an employee who has experienced a death in their immediate family.

Policy

Regular full time employees will be granted up to three (3) days of paid bereavement leave in the event of the death of an employee's immediate family member. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse (or domestic partner), siblings, parents, stepfather, stepmother, grandparent, children, stepchildren, grandchildren, father-in-law, mother-in-law, daughter-in-law, and son-in-law.

Regular part-time employees who are scheduled to work twenty or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty-hour week. (For example, a part-time employee working twenty hours per week would be eligible for one half the paid time-off that a full-time employee receives.)

If an employee needs additional time off to travel to a funeral or memorial service out of state, the employee may use accrued vacation, comp time, floating holiday or leave without pay.

Holidays

Policy Statement:

The City recognizes certain days in the year as holidays. On these days, the City is closed and employees receive their regular earnings for the day.

Policy:

The City recognizes the following holidays:

New Years Day	January 1
Martin Luther King, Jr.	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Holiday
Christmas Day	December 25

The City also provides two floating holidays per calendar year. The floating holiday or “personal” holiday can be used to celebrate holidays that the City does not recognize or for any other personal reason. Floating holidays do not carry over from year to year and will be forfeited if not used during the calendar year. Unused floating holiday hours are not paid to an employee when employment terminates.

Nonexempt employees that are required to work on the holiday will receive holiday pay, plus the hours worked at a rate of one and one half times their normal hourly wage.

Exempt employees that are required to work on the holiday will receive holiday pay, plus time off at another time equal to one and one half hours the number of hours worked on the holiday.

Employees who work less than 40 hours a week but are otherwise eligible for benefits, or employees who are not typically scheduled to work on a day that the City holiday is recognized will receive the holiday at a later date. The employee’s supervisor or manager must approve requests for the holiday in advance.

Holiday pay is equal to the number of standard hours an employee works, not to exceed 8 hours. Employees working a compressed workweek may be required to make up hours or take vacation or compensatory for a full workday or workweek.

Temporary, seasonal and part-time employees that are not otherwise benefit eligible are not eligible for paid holidays.

Any holiday falling on a Saturday will be recognized the previous Friday. A holiday falling on a Sunday will be recognized on the following Monday.

In order to receive holiday pay, the holiday cannot be the employee's first or last day of work. An employee will not be entitled to holiday pay while on an unpaid leave of absence.

Employees who, due to religious, personal, or political beliefs, recognize holidays that the City does not, can request to use their floating holiday, vacation or compensatory time. If the employee does not have leave available, they may take the time away without pay with prior approval from their supervisor.

Administrative Leave

Policy Statement:

Under the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act (WMWA), exempt employees (as defined in those Acts) do not have the same time tracking/keeping requirements as non-exempt employees and are not entitled to overtime compensation for hours worked in excess of a 40 hour workweek.

Although exempt employees are not legally entitled to compensation for overtime hours, the City nonetheless desires to recognize exempt level employees' dedication and hard work, as displayed by the extra hours they work. There is therefore established an Administrative Leave Bank for exempt employees.

Policy:

Administrative Leave provides six additional days of leave time each year for full-time exempt employees. Part time exempt employees will have this leave prorated. This time is to be used for vacation, sick or other incidental leave time. The leave is granted in full on January 1, and must be used within the 12-month calendar year. Employees who join the City or become exempt level employees after January 1 but on or before July 1 will be granted 3 days on July 1; employees who join the City or become exempt level employees after July 1 will not be granted Administrative Leave until the following January 1. Administrative Leave that is not used within the calendar year will not roll over to the next, and it is not paid at time of termination.

Administrative Leave does not count towards or against other administrative type leave where the City is closed due to emergency situations (inclement weather, power outages, etc.).

Procedure:

- On January 1 or July 1, exempt employees shall have their Administrative Leave Bank funded by either 6 or 3 days (depending on hire date).
- Employees using Administrative Leave must notify their manager prior to using the leave and note the Administrative Leave used on their timecard.
- Administrative Leave can be used for any time needed away from work, and it may be used in conjunction with other leave time (i.e. vacation, sick or holiday).
- The City at its discretion may deny a request for Administrative Leave based upon business necessity and/or if such request is inconsistent with the operational needs of the City.

Military Leave of Absence & Military Pay

Policy Statement:

Consistent with federal law, the City of Lake Forest Park provides for a leave of absence for military service for any employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces or state militia groups. Consistent with state law, the City of Lake Forest Park provides up to 21 days of paid leave to employees who are called up to voluntary or involuntary military duty, training or drills. The City also complies with state law by providing leave to employees with spouses or registered domestic partners under certain conditions where the spouse or partner is on leave from deployment or about to be deployed.

Policy:

The City shall provide all employees leave while performing military service in accordance with federal and state law. Employees are required to provide their supervisor with copies of their military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

Any employee who is called up to military duty, training or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C. or state active status, whether on a voluntary or involuntary basis, is eligible for paid leave of up to 21 days every 12 months. The tracking year for the 12 months is October 1 to September 30 of each year.

Military service includes all categories of military training and service, including duty performed on a voluntary or involuntary basis, whether in time of peace or war. Covered service includes any active duty, active or inactive duty for training, National Guard duty, funeral honor duty, and any absence necessary for fitness-for-duty examination for such service.

The 21 days of paid leave shall be paid at the employee's "normal pay rate". This includes any hourly rate, educational incentive pay, longevity pay, or specialty pay that the employee would be eligible for under City policy or applicable collective bargaining agreement.

Questions regarding the City's military leave policy, applicable state and federal laws and continuation of benefits should contact Human Resources.

Leave for Spouses and Registered Domestic Partners of Military Personnel:

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. (Family military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take the family military leave described in this policy.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five business days of receiving official notice that the employee's spouse or domestic partner will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

Procedure:

1. Unless military necessity prevents it, or it is otherwise impossible or unreasonable, employees must give their manager notice of their need for military leave as far in advance as is reasonable under the circumstances. If at all possible, the employee should notify their manager in writing and include copies of their military orders and a contact name and phone number for their military commander. An employee who is seeking military family leave must request leave from his/her manager within five business days of receiving notice of the family member will be on leave from deployment or is subject to an impending call to active duty.
2. Managers should forward all notification to the Human Resources Manager.
3. The Human Resource Manager will contact the military branch or commander to verify the military orders and time.
4. While the employee is on the military leave, the manager will submit timecards to payroll noting "Military Leave" for the days that the employee is absent so that this time may be tracked.
5. When the military service is over, the employee is expected to return to work as soon as possible. Military family leave is limited to 15 days.

Leave Due To Domestic Violence or Sexual Assault

Policy Statement:

Consistent with state law, the City of Lake Forest Park provides for a leave of absence for employees who are victims of domestic violence, sexual assault, or stalking, or for employees with a family member who is a victim of domestic violence, sexual assault, or stalking.

Policy:

In compliance with Washington law, the City will authorize leave for employees who are victims of domestic violence, sexual assault, or stalking, or for employees with a family member (child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship) who is a victim of domestic violence, sexual assault, or stalking. A reasonable amount of leave will be provided, and this leave may be taken in blocks, intermittently, or on a reduced leave schedule. Domestic violence/sexual assault leave is unpaid, although an employee may elect to use the employee's accrued paid leave (e.g., vacation or sick leave) in connection with such leave.

Domestic Violence/Sexual Assault Leave may be taken for the following purposes:

- To seek law enforcement or legal assistance or to prepare for or participate in any legal proceeding related to domestic violence, sexual assault, or stalking;
- To seek health care treatment for physical or mental injuries from domestic violence, sexual assault, or stalking, or attend to such health care treatment for a family member;
- To obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services;
- To obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, or stalking; or
- To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee or family member relating to domestic violence, sexual assault, or stalking.

When possible, employees must give advance notice of the intention to take leave. If advance notice is not possible, employees (or their designees) must give notice of the need for this leave no later than the end of the first day the employee takes the leave. The City may require verification to support the need for the leave. Except where disclosure is authorized or required by law, or where an employee authorized disclosure of certain information, the City will maintain confidentiality of all information provided by the employee in conjunction with Domestic Violence/Sexual Assault Leave

Unpaid Holidays for Reason of Faith or Conscience

Policy Statement:

Under Washington law, all employees of City of Lake Forest Park are entitled to up to two unpaid holidays per calendar year for a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Policy:

An employee seeking to take an unpaid holiday or unpaid partial holiday under this policy must submit a written request to their department manager, with a copy to Human Resources, at least two weeks in advance. Untimely requests will only be considered if the employee can demonstrate that timely notice was not possible under the circumstances.

Requests for unpaid holidays under this policy shall include the following information:

- Your name.
- The day(s) or partial day(s) that you are requesting off.
- A sufficient description of the reason for the leave so that the department manager can determine if it is properly granted.
- If the request is not made two weeks prior to the date request off, the reason why it was not possible to submit the request in a timely manner.

Employees will normally receive a response within five (5) business days of the receipt of the request for the unpaid holiday. The request may be denied for any of the following reasons:

- The request was not submitted in a timely fashion;
- The reason for the requested leave is not appropriate under state law;
- The employee has already exhausted their allotment of unpaid holidays under the law;
- The employee is necessary to maintain public safety (for example, if the employee is in a public safety position, such as police, and granting the leave would result in the shift falling below necessary staffing levels);
- Granting the request would cause an undue hardship on the City.

A partial unpaid holiday will count as a full day toward an employee's yearly allotment of two days. The law provides for unpaid holidays, and there is not provision for substituting paid time off. If an employee wishes to be compensated for the time off, the employee should follow the policies for using accrued vacation, compensatory time, or other paid time off.

The two unpaid holidays provided for in this policy must be taken during the calendar year, if at all; they do not carry over from one year to the next.

Chapter 4: Appendix/Forms

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Ethics Statement

Requests for Alternative Work Week

Tuition Reimbursement Form

Shared Leave Authorization Form

Employee Acknowledgement of Employee Handbook



ETHICS STATEMENT

I, _____, understand that I am a representative of the City of Lake Forest Park. As such, it is important that I conduct the business of the City with the highest level of ethics and integrity.

I will not engage in conduct or activities that may raise questions as to the City’s honesty, impartiality, or reputation, or otherwise embarrass the City. Examples of such behavior, though not all-inclusive, include:

- 1. Use of public office or public position for private gain (includes conducting own business on City time or using City resources),
- 2. Give preferential treatment to any person or entity,
- 3. Lose impartiality, or
- 4. Act in a way that adversely affects the public’s confidence in the City of Lake Forest Park.

At times, I may come in contact with information that if disclosed inappropriately could harm the City or its employees or residents. If I have questions about what can be disclosed, I will discuss them with my supervisor prior to making any disclosure of information.

Finally, I understand that it is my responsibility to notify my supervisor or the Human Resources Department should I become aware or have concerns about other City employees violating policy including the Ethics policy. In reporting my concerns, I know that the City will not tolerate retaliation against employees reporting public policy violations or concerns.

Employee Signature

Date

Print Name



REQUEST FOR ALTERNATIVE WORKWEEK

I, _____, am requesting an alternative workweek that is not reflective of the City’s standard workweek. This is a personal decision and I understand that the City is not obligated to allow for an alternative schedule. If for any reason this new workweek does not meet the City’s needs, it may be revoked with or without notice.

My new schedule:

Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

This new workweek schedule will begin on _____.

Employee Signature

Date

Manager Signature

Date

If approved, please send a copy of the signed form to Payroll.



TUITION REIMBURSEMENT FORM

Directions:

1. Complete form with written approval by the City Administrator prior to starting course.
2. Send copy to Human Resources for employee file.
3. Once course is finished, complete an expense report from (available on public drive), and attach receipts for course and a copy of transcripts. Send to Human Resources.
4. Human Resources will attach copy of approval to the expense report and forward to A/P for processing.
5. Employees should refer to the Tuition Policy for further information.

Employee Name:		Date	
Department:		Title:	
Course Title:		School/Institution:	
Course Start Date:		Course End Date:	
Is this course part of a degree or certificate program? ____ Yes ____ No		If Yes, expected graduation date: _____	
What specific skills will you learn?			
Under the City's policy, only regular full time employees are eligible for tuition reimbursement after one year of service. Reimbursement will only be made for courses approved in advance by the City Administrator or Mayor, and for earned grades of A or B. Once a course is completed and the grade received, the employee must complete an expense report; attach a copy of the transcript and receipt of payment for course(s), and a copy of this form with necessary approvals. Submit to Human Resources for processing.			
Employee Signature:	_____	Date: _____	
Manager Approval:	_____	Date: _____	
City Administrator Approval:	_____	Date: _____	



City of Lake Forest Park
SHARED LEAVE AUTHORIZATION FORM

I authorize Lake Forest Park to transfer sick or vacation leave to _____, who is authorized to receive shared sick leave or vacation leave as provided by Council Resolution 591. This person is neither my immediate supervisor nor my department director.

City Shared Leave Policy:

- Sick: Employees may donate up to 50% of their sick balance not to exceed 20 hours to a coworker that has exhausted his/her own sick, vacation, and comp time balance.
- Vacation: Employees may donate up to 50% of their vacation balance not to exceed 80 hours to a coworker that has exhausted his/her own sick, vacation and comp time balance.

Sick Leave Hours _____

Vacation Leave Hours _____

Signature Date

Print Your Name Here

Submit Completed Form to Payroll via email or paper copy.



EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK

I, _____, acknowledge that I have received, read, and understand the Employee Handbook dated _____.

I also acknowledge that its purpose and content have been explained to me and I have been offered an opportunity to ask questions regarding it. I understand the Employee Handbook summarizes various employment policies and procedures applicable to my employment with the City of Lake Forest Park.

I further understand that the Employee Handbook is not an employment agreement or contract for employment and does not promise specific treatment in specific situations. I have been told and I understand that my employment with the City is “at-will” which means it may be terminated at any time, with or without cause, with or without notice, by either me or the City. I also understand that I may be demoted, my job responsibilities may change, or my benefits altered after I accept employment with the City with or without cause and with or without notice. I further understand that no City representative has the authority to modify my at-will status unless such modification is in writing and approved by the Mayor.

I understand that this Handbook supersedes any prior handbooks or policy manuals regarding employment with the City issued by the City.

I understand that the City may add to, modify, delete or make exceptions to any of the policies and procedures contained in the Employee Handbook from time to time, and I am responsible for being familiar with any new, modified or updated policies.

I agree to perform my job and otherwise act in a manner consistent with the Employee Handbook and any subsequent additions, modification, or deletions, which may be implemented by the City during my employment.

(Employee Signature)

Date

(Print Name)

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF LAKE FOREST PARK

AND

LAKE FOREST PARK POLICE GUILD

(REPRESENTING THE LAW ENFORCEMENT EMPLOYEES)

January 1, 2022 through December 31, 2024

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COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF LAKE FOREST PARK
AND
LAKE FOREST PARK POLICE GUILD

PREAMBLE

This Agreement is made and entered into pursuant to RCW Chapter 41.56 by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City" or "Employer," and the Lake Forest Park Police Guild, hereinafter known as the "Guild," for the purpose of setting forth the wages, hours, and working conditions which will be in effect during the term of this Agreement for employees included in the bargaining unit described in Article 2 below.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful, rapid, and inexpensive adjustment of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 CLAIMS AND ALLEGATIONS

- 1.1 An employee who believes that he or she has been the subject of unlawful discrimination on the basis of political affiliation, age, sex, marital status, race, creed, color, religion, national origin, disability or activity protected by RCW 41.56 or other applicable Federal Law may process such complaints through the Grievance Procedure of this Agreement.
- 1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 1.3 Further, this Agreement shall not cover: those matters for which the Washington State Department of Labor & Industries rules and regulations provide relief; City, State or Federal "whistleblower" statutes and ordinances; or matters exclusively subject to Civil Service rules and regulations.

ARTICLE 2 RECOGNITION

- 2.1 The City recognizes the Guild as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and working conditions for police department personnel, including: police officers, corporals, sergeants, support service officers, and records clerks.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Guild recognizes that the City maintains certain inherent "management rights" and that the rights not specifically limited herein are reserved to the City. These management rights include but are not limited to:
 - 3.1.1 Any and all rights concerned with the management and operation of the Police Department are exclusively that of the Employer unless otherwise provided for in the terms of this Agreement.

- 3.1.2 The Employer has the authority to adopt rules for the operation of the Police Department and the conduct of its Employees, provided such rules are not in conflict with the provisions of this Agreement, Civil Service Rules, or applicable law.
- 3.1.3 The Employer has the right to discipline, temporarily lay off or discharge employees for reasonable and just cause; assign work and determine duties of Employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, Civil Service Rules, or applicable law.
- 3.1.4 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and personnel and public safety.
- 3.1.5 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.
- 3.1.6 The Employer has the right to recruit, assign, transfer, or promote employees to positions within the Department.
- 3.1.7 The Employer has the right to determine methods, means and personnel necessary for departmental operations.
- 3.1.8 The Employer has the right to control the departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.
- 3.1.9 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.
- 3.2 Provided nothing contained herein shall be construed as a waiver of the Guild right to require bargaining concerning mandatory subjects of bargaining.

ARTICLE 4 GUILD MEMBERSHIP, DUES DEDUCTION, AND UNION ORIENTATION

- 4.1 Guild Membership: Employees in the bargaining unit may voluntarily join the Guild, including payment of Guild dues in accordance with Article 4.2 below. The City and Guild recognize it is not a condition of employment to become a Guild member, however, the Guild encourages all employees to join the Guild for purposes of solidarity, employee benefits, and job security. The City agrees to remain neutral with regard to Guild membership.
- 4.2 Dues Deductions: For those employees who affirmatively consent and provide written authorization to the City, the City will deduct monthly Guild dues and initiation fees uniformly required of membership. The City shall be allowed a reasonable period of time, subject to its regular payment of claims and warrants, in which to commence such deduction. Employees who withdraw consent shall notify the Guild, the Guild shall then notify the City of the same, and the City will stop deducting dues by the next payroll period or as soon as practicable.
- 4.6 Hold Harmless: The Guild shall indemnify and hold the City harmless from any and all liability arising as a result of administration of the membership provisions and dues deductions provisions in this Article.
- 4.7 Guild Orientation: Per RCW 41.56.037, the City will schedule a 30-minute meeting to provide the Guild access to new bargaining unit employees within ninety (90) days of the employee's hire date. This meeting is optional for employees. These meetings may take place during the City's New Employee Orientation, in small groups, or individually. The meeting will occur during work hours at the regular worksite of the employee.

ARTICLE 5 GUILD ACTIVITY

- 5.1 Conduct of Guild Business: Guild business such as handling grievances and other legitimate routine matters may be conducted on the City premises only with advance approval of the City and further provided that such business does not, in the opinion of the City, interfere with Police Department operations or other City functions. Scheduled Guild meetings may be held in City facilities subject to the foregoing. Use of Police Department premises shall be subject to the approval of the Police Chief or designee; other City facilities shall be subject to approval of the Mayor, City Administrator or other designee. This Article shall not give rise to a specific right on the part of the Guild to conduct a certain number of meetings or certain specified activities on the premises. All minor and miscellaneous Guild business conducted on premises shall be conducted during off-duty time for the employees involved, taking 20 minutes or less.
- 5.2 Guild Representatives: The Guild shall provide written notice to the City of the names of the officials authorized to represent the Guild immediately upon their election or appointment. The City will allow such authorized representatives reasonable access to Guild members for purposes of handling grievances and other legitimate Guild business provided that such access shall not take more than a reasonable time for any person who is on duty; shall not interfere with the work and duties of the Guild employee; shall be subject to approval of the Chief or designee. The Police Chief may grant an employee who is also a Guild representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Guild business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of negotiating a successor Agreement, the City shall permit up to three (3) representatives paid release time for the purpose of attending negotiations.
- 5.3 Bulletin Boards: The Employer shall provide space for a bulletin board which may be used by the Guild.
- 5.4 Educational Meetings: The Employer agrees to allow two members of the Guild, as selected by the Guild, unpaid leave of absence, to take up to four (4) days per calendar year, for the purpose of attending training session related to Guild representation, provided that any such unpaid leave shall be scheduled at least thirty (30) days in advance and shall be subject to scheduling limitations of the Police Department. In the event that release of two members shall cause a hardship on police staffing, the City shall be under no obligation to provide or allow for such release.

ARTICLE 6 HOURS OF WORK

- 6.1 For sergeants and patrol officers, 12-hour shifts shall apply which shall be scheduled from: (a) 06:00 to 18:00; (b) 18:00 to 06:00; (c) 15:00 to 03:00; or as otherwise mutually agreed upon. The shift cycle shall be three (3) days on followed by three (3) consecutive days off. This shift cycle may be adjusted to an alternative shift cycle if the Employer provides at least 30 calendar days' of notice to the Guild. The shift cycle may also be adjusted to an alternate shift cycle by the employer after furnishing fourteen (14) calendar days' notice to the employee under the following circumstances:

- For an employee's mandatory training, where the shift cycle adjustment affects only the employee attending the training and such adjustment is for a temporary duration; or
- For special details where the adjustment is only for a temporary duration.

For purposes of this section, "mandatory training" is defined as training required for employee certification, Department accreditation, when required by the Department to fill anticipated specialty assignment vacancies, and identified in the annual training plan.

For purposes of this section, a "temporary duration" is defined as a period of time no more than two (2) consecutive shift cycles. Employer-initiated shift cycle adjustments are limited to

a total of two (2) shift cycle adjustments per year, per employee. Shift cycle adjustments may not impact any pre-approved time off.

For purposes of this section, "special details" are defined as policing assignments outside of normal patrol functions, created to address criminal activity in the community or other emergent issues. This section shall not displace those assignments which receive overtime funding from an outside entity or state/federal grant funding.

- 6.2 Each officer shall be entitled to one-half (1/2) hour meal period. There shall be a minimum of seven (7) and one-half (1/2) hour separation between shifts.
- 6.3 At the beginning of each calendar year, twelve (12) hour shift employees shall receive one hundred and ten (110) hours of Kelly time. Kelly time may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with Kelly time owing, it will be deducted from any final payout. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any accrued but unused Kelly time that has been earned and accumulated during the calendar year when they are permanently separated from the City.
- 6.4 Detectives, Administrative Sergeants, and Special Assignments such as Traffic, CRO, or K-9 shifts shall be eight (8), ten (10), or twelve (12) hour shifts if mutually agreed. Shift lengths may be modified upon approval of the Chief or designee.

The assigned shift schedule for employees designated in Paragraph 6.4 above, as well as employees assigned to the SWAT team, may vary during shift cycles in which they attend mandatory training, special details, or a preplanned deployment that is scheduled at least fourteen (14) calendar days prior to the training/special detail/deployment. In the event of such scheduled mandatory training, special detail, or preplanned deployment, the affected employee and his/her supervisor will mutually agree to deviations from the employee's regular shift cycle to avoid the occurrence of unnecessary overtime.

- 6.5 For records personnel, eight (8) hour shifts shall apply which shall be scheduled from 08:00 to 17:00 (with a one (1) hour unpaid meal break) Monday through Friday. Support Services Officer will work an eight (8) hour shift with a half-hour (1/2) unpaid meal break during the eight (8) hour day from 09:00 to 17:00 Monday through Friday. Shift schedules for records and support staff may be modified by mutual agreement.
- 6.6 In the event of a shift schedule change, not the result of an emergency or a mutual request between employees, the Employer shall be required to pay overtime for any changed hours with less than seventy-two (72) hours' notice.
- 6.7 Employees will be allowed to flex their hours of work to attend voluntary training. Training may be denied if an employee does not flex his or her work schedule.
- 6.8 Volunteer training is any pre-approved educational course, conference, seminar, briefing, convention, or other function of a similar nature (excluding the Basic Law Enforcement Academy) intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time to/from training shall be paid based on the minimum requirements of the FLSA.

ARTICLE 7 OVERTIME

- 7.1 Overtime Defined: Overtime is all required and specifically authorized work performed in excess of an employee's normal daily work schedule or work exceeding forty (40) hours in any workweek. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be taken and paid in increments of 15 minutes, only. Sick leave, compensatory time, vacation time, and holiday time (including floating holiday time) off shall apply as time worked for purposes of calculating overtime.
- 7.1.1 A 207(k) exemption to the FLSA is agreed for 12-hour shift employees. For purposes of the 207(k) exemption, 12-hour shift employees will be on a 24-day cycle in which they work 144 regularly scheduled hours, three (3) days on followed by three (3) days off. Overtime for 12-hour shift employees shall be incurred for work in excess of the employee's normal daily schedule or in excess of the work cycle.
- 7.2 Overtime Compensation: Overtime work shall be compensated for at the rate of one and one-half times an employee's regular hourly rate of pay, that is, the base wage rate of pay plus any special pays for longevity, education or extra duty assignments, in cash, or, if the employee does not elect cash payment, then the employer may choose either a cash payment or compensatory time-off at the rate of one and one-half (1 and 1/2) times per hour worked, provided the employee shall have the sole discretion to choose comp time until the employee has accumulated two hundred (200) hours in his/her bank.
- 7.3 Limitations on Overtime: An employee shall be allowed to accrue a maximum of 200 hours of banked compensatory time. An employee may require the City to purchase up to eighty (80) hours of compensatory time per year. The City may, elect to purchase up to eighty (80) hours of the employees compensatory time per year, provided the Employer's action will not drop the employees compensatory time balance below eighty (80) hours.
- 7.4 Accrued Unpaid Overtime: Requests to take accrued unpaid compensatory time shall be granted unless to do so would unnecessarily disrupt the Department operations, as determined by the Chief or Chief's designee.
- 7.5 Call In Overtime: Any time an Employee is called in to work, the employee shall be guaranteed a minimum of three (3) hours pay at one and one half times the employee's regular hourly rate of pay or compensatory time off.
- 7.6 Court and/or Subpoenaed Appearances: An employee who appears in Court or responds to a subpoena on behalf of the City shall receive a minimum of three (3) hours of overtime compensation for such appearance. An employee is not entitled to the three (3) hour minimum if the appearance begins during an employee's paid shift, provided the employee is paid at the overtime rate for all time spent beyond the employee's regular shift.
- 7.7 Overtime Awards & Scheduling:
- a. General Overtime: All overtime shall be first offered to employees at the top of the overtime list. Employees offered overtime will have twenty-four (24) hours to call in and accept the overtime before the supervisor continues down the list.
- b. Short Notice/Emergency Overtime: All overtime with less than a 72-hour notice, such as shift extension or emergency, will be granted to bargaining unit members on a first to accept basis. Agreement by bargaining unit members to fill a short notice overtime need will not alter their status on the General Overtime sign up. An emergency, for purposes of this subsection, is defined as an immediate and unforeseen threat to public safety, e.g. earthquake, plane crash, flood, etc. For short notice overtime, the supervisor will start at the top of the list and proceed down the list until someone is contacted and accepts the overtime. After a short-term overtime assignment has been accepted, the supervisor will offer the next person on the list in

order of appearance the next short-term overtime shift. If nobody wants the overtime, the least senior officer will be assigned the overtime.

c. If the short-notice overtime shift is due to start in less than six hours, the Employer may conduct a shift extension as long as the overtime shift does not exceed six (6) hours.

ARTICLE 8 HOLIDAYS

8.1 Paid Holidays: The following days shall be recognized and observed as paid holidays:

Recognized Holiday	Observed Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day After Thanksgiving	Fourth Friday in Nov.
Christmas Day	December 25

8.2 Work on Paid Holiday: Employees who are required to work on the above listed holidays shall be paid one and one-half (1 1/2) times the employee's regular hourly rate of pay as defined in Article 7.2. Commissioned employees assigned to the traffic, K-9, and detective units may schedule their holiday day off on a different date than the observed holiday with advance approval by the Chief of Police or designee.

Employees who elect to receive comp time for working a holiday shall receive their regular rate of pay for all time worked in addition to 1/2 time worked credit to the employee's comp time bank.

8.3 Employees who are called in on a holiday referenced in Article 8.1 shall receive a minimum of three (3) hours of compensation at the rate of two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent. Employees who work overtime on a holiday shall receive two (2) times the employee's regular rate of pay or the employee may opt for a comp time equivalent.

8.4 Floating Holidays: Any employee who has completed six (6) months of service shall be given sixteen (16) hours of floating holiday time each year. An Employee may take said floating holiday hours at such time as is mutually agreeable to both Employee and the Department Head or designee. If no mutually agreeable time is found, the employee may elect to cash out at the base wage rates listed in Appendix A or add the holiday hours to their vacation bank or compensatory time bank by the end of each calendar year. See compensatory time cash out provisions in Article 7.2 and vacation cash out provisions described in Article 9.3.

8.5 Employees shall receive 96 hours of paid holiday leave per year. When an employee requests paid time off, the employee shall specify which bank or banks of leave are to be used. For example, if a 12 hour shift employee wants to take a paid day off, the employee can specify many different combinations of leave for pay which include the following: 8 hours holiday plus 4 hours vacation; 8 hours holiday plus 4 hours compensatory time; or just 12 hours of holiday leave. If the 12 hour shift employee applies for 8 hours of holiday only, the employee will only receive 8 hours of pay for that shift, and nothing more. Likewise, if a 12 hour shift employee requests a paid Kelly Day or vacation day off, and wants to be compensated for all 12 hours of the shift, the employee shall specify a sum total of 12 hours of leave to be deducted from his/her bank(s).

- 8.6 Accrued Holiday Hours – Holiday hours may be taken at any time in the calendar year upon approval from the Chief or designee. Should an employee sever employment with the City with holiday time owing, it will be taken from any final payout.
- 8.7 All regular employees shall be compensated in cash, at their base wage rate of pay as listed in Appendix A, for any accrued but unused holiday time not to exceed eighty (80) hours when they are permanently separated from the department. Per Article 8.4, on January 1 of each calendar year, employees earn sixteen (16) hours of personal/floating holiday time. The other holiday hours are considered accrued on or after the date of the holiday specified by Article 8.1 of this Agreement.

ARTICLE 9 VACATION LEAVE

- 9.1 Vacation: Employees shall accrue the following vacation leave with pay based upon their length of service with the Employer.

Length of Service	Annual Vacation Time Accrued
1 st through 48 th month	96 hours
49 th through 84 th month	120 hours
85 th through 120 th month	128 hours
121 st through 144 th month	152 hours
145 th through 180 th month	160 hours
181 st through 216 th month	176 hours
217 th month and more	192 hours

- 9.1.1 Annual leave with pay shall be allowed for each new Employee upon the completion of six (6) months of service. After six (6) months of service, each Employee shall be allowed to take vacation up to the amount of vacation time accrued. For purposes of providing annual vacation time accrual applicable to lateral new hires, the City may substitute length of continuous service with the Employer with length of continuous service in law enforcement.
- 9.2 Vacation Scheduling/Time-off Request: Employees may schedule vacation time off in accordance with the following rules:
- a. Employees may schedule time off until minimums are reached in each of the following work groups: each Patrol squad, Investigations, Records and Support Services.
 - b. Time off will be awarded to the employee requesting the time off first (first come = first served).
 - c. If a conflict exists between employees requesting the same time off because minimums will be reached, the time off will be granted by seniority.
 - d. Each employee will work with his or her supervisor to make the selection.
 - e. The employee is only guaranteed time off in the selected ("picked") period, not days before or after the selection.
 - f. All employees must receive the Chief's approval to take more than three (3) consecutive weeks of vacation.
 - g. For records employees, vacation will be scheduled by seniority
- 9.2.2 Sergeants: The time which a Sergeant may take vacation shall be determined by the Chief or designee and shall be based upon seniority within class.

- 9.3 Vacation Accrual: The maximum vacation accrued/banked shall be 240 hours. All regular employees shall be compensated in cash, at their base wage rate of pay as listed on Appendix A, for any unused accumulation of vacation up to 240 hours when they are permanently separated from employment.
- 9.4 Vacation Cancellation: Once scheduled, a vacation shall not be canceled except in case of an actual emergency. Should a vacation be canceled due to a City declared emergency, the City shall reimburse the Employee for all non-recoverable costs, including the cost of transportation, not to exceed a total of \$500.00.

ARTICLE 10 OTHER LEAVE

- 10.1 Bereavement Leave - Definition: Immediate family member shall mean only the Employee's husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, step-children, or domestic partner.
- 10.2 Bereavement Leave - Duration: In the event of the death of a member of the Employee's immediate family, the Employee shall be allowed to remain away from employment as follows:
- 10.2.1 Up to three (3) days off, to be taken as paid bereavement leave, with additional days, at the discretion of the Chief or designee, to be charged to accrued sick leave, overtime, uncompensated time, or vacation time. One day off with pay will also be granted in the event of the death of a relative who is not a member of the immediate family as defined above.
- 10.3 Bereavement Leave Notification: All bereavement leave shall be by notification and arrangement between the Employee and the Police Chief or designee.
- 10.4 Jury Duty: An Employee shall be granted leave of absence with pay for the purpose of reporting to Jury Duty. Any juror fees received shall be assigned to the City.
- 10.5 Emergency Leave: In the event of an unforeseen emergency which requires the absence of the employee from work, emergency leave shall be granted at the discretion of the Chief or Chief's designee. Such emergency leave shall be charged to an employee's unused vacation/holiday or compensatory time leave balance. Emergency leave shall be utilized only in instances where leave time is necessary but is not provided for elsewhere in the contract.
- 10.6 Sick Leave: Sick leave with pay shall accrue for employees at the rate of eight hours of leave for each full calendar month of the employee's service. There shall be a cap on the number of sick leave hours a member may carry over to the following calendar year, which shall be a maximum of 1,140 hours. The cap for cash-out calculation of any unused sick leave shall be limited to a maximum of 960 hours. Employees who are granted vacation or sick leave shall continue to accrue sick leave at the regular prescribed rate during such absence. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:
- 10.6.1 Illness or physical incapacity. If the Chief or designee has reasonable cause to believe that an Employee is abusing sick leave, the Chief or said designee may ask for a written statement from a medical doctor verifying such illness.
- 10.6.2 Forced quarantine in accordance with community health requirements.
- 10.6.3 Care of a child of the employee with a health condition that requires treatment or supervision.
- 10.6.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

- 10.6.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a Family Member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- 10.6.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 10.6.4 An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- 10.6.5 For purposes of this Article, "Family Member" means:
- a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. A spouse;
 - d. A registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling.
- 10.7 Sick Leave – Notification: An employee intending to request sick leave shall inform the Police Chief or his designee of the fact and the reason therefore as soon as possible, at least one hour prior to their next scheduled work shift, or soon as practicable if one-hour notice cannot be provided.
- 10.8 Sick Leave - Physician's Certificate: Following the third consecutive sick leave absence, the City may require the employee to provide a physician's certificate verifying the necessity for sick leave. The City will pay the cost of such verification, if any, unless the same is covered by the applicable health plan.
- 10.9 Sick Leave - Transfers: When an employee is transferred to another position within the City of Lake Forest Park, any unused sick leave shall remain available for use, as necessary.
- 10.10 Family Medical Leave Act: Employees may qualify to take leave under the Federal Family Medical Leave Act of 1993, and RCW 49.78, if such statutes provide for leave, as provided for or hereinafter amended. Employees taking leave under Federal Family Medical Leave Act of 1993, and RCW 49.78, are required to use all accrued leave (sick, vacation, comp time or Kelly hours) concurrently with the leave provided for in the Federal Family Medical Leave Act of 1993, and RCW 49.78 as presently existing or hereinafter amended. The only exception to this requirement will be that an employee taking FMLA leave for new child purposes may request to retain up to 40 hours of accrued sick leave or comp time off for use upon his or her return to active employment.
- 10.11 Unused Sick Leave: All regular employees shall be compensated in cash, at 100% of their base wage rate of pay, for any unused accumulation of sick leave up to to a total of 960 hours

when they are permanently separated from employment in accordance with the following payout schedule:

Separation Reason	Percentage of Accumulated, Unused Sick Leave Eligible for Cash Out
Termination	0%
Lay-Off, Separation in Anticipation of Lay-Off	25%
Disability Retirement	100%
Death	100%
Retirement	50%

- 10.12 An employee may transfer any unused sick leave to an employee who has used up all of their sick leave from a serious illness, injury or accident.
- 10.13 The Employer will abide by all State and Federal law s regarding the job rights of reservists and volunteers who are called or volunteer for active military duty. Returning veterans or reservists who comply with such laws shall be reinstated to the prior position (or position of like seniority, status and pay) with the same wage and benefit increases he or she would have earned if employment had not been interrupted by military service.
- 10.14 During the term of this Agreement, upon 30 days' written notice to the Guild, the City has the discretion to reopen this Agreement solely for purposes of bargaining changes to paid leave provided by this Agreement. This reopener is provided in light of potential impacts of Washington's paid sick leave law, Initiative 1433.
- 10.15 Washington Paid Family and Medical Leave Program: The City shall comply with the Washington State Paid Family and Medical Leave (PFML) law (Title 50A RCW) and supporting regulations by either participating in the State-administered program or the City may self-administer the program following approval by the state Employment Security Department (ESD), consistent with the law.

The City has the sole discretion to determine if it will also pay the employee's share of the Paid Family and Medical Leave premium. For reference, in the 2021-2022 biennial, the City has determined that it will pay the employee's share of the premium for all employees from January 1, 2021, through December 31, 2022. Every two years, the City will determine whether or not it will pay the employee share of the Family and Medical Leave premiums when it drafts and approves its biennial budget. It is not a guarantee or Union right that the City will be able to pay the employee share in the future, and at the City's discretion, the employee may be required to pay their share with 30 days' notice to the employee and the Guild.

ARTICLE 11 SENIORITY AND LAYOFF

- 11.1 Seniority - Definition: Seniority shall be defined as the entire period of full-time, fully paid service with the employer, including probationary period.
- 11.2 Seniority - List: The Employer shall establish a seniority list which shall contain date of hire and classification of all regular employees. Said list shall be updated at least once a year and more frequently if needed. The Employer shall provide the Guild with a copy of said list each time the list is updated.
- 11.3 Layoff: In a given class in a department, the following shall be the order of layoff:
- a. Provisional appointees;
 - b. Temporary or intermittent employees not earning service credit;

- c. Probationers (except as their layoff may be affected by military service during probation);
- d. Regular employees in the order of their length of service, the one with the least service being laid off first. Layoff shall be within a classification, such as, police officers, records or other similar classification.

11.4 All employees subject to layoff shall be given 21 calendar days' notice of layoff or pay in lieu thereof. Employees subject to layoff may be allowed to bump the least senior in a different classification upon showing that the employee is capable of satisfactorily performing the duties of the position within sixty (60) days and has greater seniority than the least senior in that classification. Employees subject to layoff shall be placed on a rehire list for a period of two years. Those employees on the rehire list shall be called to return to work as positions become available before the City seeks outside applicants subject to the following:

11.4.1 The employee meets all standards and qualifications for the position;

11.4.2 Employees shall be called back in reverse order of layoff;

11.4.3 The laid off employee shall keep the Employer advised of their current address and telephone number;

11.4.4 Notices shall be mailed to the employee's last known address, and the failure of an employee to respond within seven (7) calendar days shall relieve the Employer of all further recall responsibilities.

ARTICLE 12 WAGES

12.1 Base wages shall be at the rates set forth in Appendix A.

Commissioned Police Officers

12.1.1 Effective January 1, 2022, wage rates shall increase by 3.0%.

12.1.2 Effective July 1, 2022, wage rates shall increase by 3.0% for a market adjustment.

12.1.3 Effective January 1, 2023, wage rates shall be increased by 3.0%.

12.1.4 Effective January 1, 2024, wage rates shall be increased by 3.0%.

Non-Commissioned and Special-Commissioned Employees

12.1.5 Effective January 1, 2022, wage rates shall increase by a 4.0%.

12.1.6 Effective January 1, 2023, wage rates shall be increased by 3.0%.

12.1.7 Effective January 1, 2024, wage rates shall be increased by 3.0%.

ARTICLE 13 RECRUITING INCENTIVE

13.1 The City recognizes the importance of recruiting quality candidates for the Police Department. The City shall pay to any employee covered by this Agreement the sum of \$500 for successfully recruiting a lateral entry police officer ("recruited employee"). To be eligible for the recruitment incentive, the recruited employee must successfully complete the probationary

period before the \$500 incentive is paid. The recruited employee shall state in writing the name of the employee responsible for his/her recruitment. Only one incentive shall be paid out per successful recruit.

ARTICLE 14 DEFINED BENEFIT PROGRAM

- 14.1 The City and employees will contribute to a 401(a) defined benefit plan. Each employee has a mandatory contribution rate of 6.2% of gross earnings. The Employer will match mandatory contributions to the 401(a) plan.
- 14.2 Employees are one hundred percent (100%) vested for their employee contributions to the 401(a) plan. Employees shall receive vesting credit in the Employer’s contributions according to the following schedule that is based on their length of employment with the City of Lake Forest Park, as follows:

14.2.1

Length of Employment	Vesting Credit
Less than 12 months	0%
12 months	33%
For each additional month through 35 months	2.7917%
36 months and more	100%

ARTICLE 15 DEFINED CONTRIBUTION PLAN

- 15.1 The employees may voluntarily contribute and invest pretax earnings into a 457 defined contribution plan. Participation and contributions to the 457 plan is voluntary.
- 15.2 The City offers matching for employees who voluntarily contribute into the 457 defined contribution plan. The City matches, on a dollar-for-dollar basis, up to fifty dollars (\$50.00) per month.

Example #1 – An employee who contributes \$50 earns a City match of \$50, for a total contribution of \$100.

Example #2 – An employee who contributes \$25 earns a City match of \$25, for a total contribution of \$50.

Example #3 – An employee who contributes \$100 earns a City match of \$50, for a total contribution of \$150.

ARTICLE 16 HEALTH AND WELFARE

- 16.1 For the term of this Agreement, employees shall have their choice of enrollment in two medical plans, subject to enrollment requirements imposed by the insurance carriers: AWC Kaiser \$200 or LEOFF Trust Plan F.

During the term of this Agreement, should the City be at risk of losing coverage for LEOFF 1 retirees, the Agreement shall be reopened for purposes of bargaining replacement medical coverage. In no instance will the City be contractually obligated to continue providing coverage for Guild employees in a manner that results in the loss of coverage for LEOFF 1 retirees based on the choice of plans offered in Article 16.1.

- 16.2 Medical Insurance: For employees enrolled in AWC Kaiser \$200, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, without any limit on annual premium increases.

For employees enrolled in LEOFF Trust Plan F or FX, the Employer agrees to pay 100% of premiums for employee coverage and 90% of premiums for spouse/dependent coverage, up to the first eight percent (8%) of any annual premium increase. Should any annual premium increase exceed eight percent (8%), for both employee and spouse/dependent coverage, the Employer and employees shall split 90/10 the increase beyond eight percent (8%).

Premium Cost-Sharing Example: In 2022, assume monthly premiums for LEOFF Trust Plan F employee-only coverage cost \$1000. In 2022, the Employer pays \$1000 (100%) and the employee pays \$0 (0%). In 2023, if premiums increase by \$90 (a 9% increase, exceeding the 8% threshold in Article 16.2), the 2023 and 2024 cost-sharing arrangement for employee-only coverage shall be as follows:

Employer Pays in 2023: \$1080 (2022 rate, plus first 8% of 2023 increase, which is \$80) + \$9 (90/10 split of 2023 increase beyond 8%) = **\$1089**.

Employee Pays in 2023: \$0 (rate owed in 2022) + \$1 (90/10 split of 2023 increase beyond 8%) = **\$1**.

Employer Pays in 2024: Assuming premiums increase by 10% in 2024 to \$1199, the Employer pays \$1089 (2023 rate) plus \$87.20 (100% of the first 8% of increase) plus 90% (90/10 split) of the amount of the increase over 8%, or \$19.62 = \$1195.82

Employee Pays in 2024: Employee pays: \$0 (split owed in 2022) + \$1 (10% split owed in 2023) + 2.18 (10% split owed in 2024) = \$3.18

- 16.3 Dental Insurance: The Employer agrees to pay one hundred percent (100%) of the cost of dental insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan F. In addition, the Employer agrees to pay one hundred percent (100%) of the cost of the orthodontics insurance premium for each member, spouse and dependents, or domestic partner, under Washington Dental Service Plan III. As an alternative, an employee may select the Willamette Dental of Washington \$15.00 co-pay plan.
- 16.4 Vision Insurance: The employer agrees to pay 100% of the premiums necessary to provide the AWC Vision Service Plan.
- 16.5 Life Insurance: The City agrees to pay the full cost of a fifty-thousand dollar (\$50,000) life insurance policy benefit for each employee, subject to any limitations or exclusions as a result of pre-existing conditions, and as determined by standard life insurance contract. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing life insurance policy, the City may choose a replacement insurance carrier.
- 16.6 Indemnification: The Employer shall provide insurance for all employees for all claims arising out of their employment with the City, while acting in their official capacity. In addition, the Employer shall pay on behalf of any employee any sums, including reasonable legal expenses, which the employee shall become legally obligated to pay as a result of reasonable and lawful activities and exercise of authority clearly within the scope of assigned duties and responsibilities as an employee of the City, and which are reasonably necessary in order for such employee to be represented. Choice of legal representation will be determined by the Employer.
- 16.7 Disability Insurance: The City will provide long term disability insurance through AWC for a 90-day waiting period with 67% of salary benefit. The City may periodically evaluate market conditions and, provided coverage is equal to or better than that provided through the existing disability policy, the City may choose a replacement insurance carrier.

ARTICLE 17 OFF-DUTY EMPLOYMENT

17.1 Off-Duty Employment: The Employee may perform other employment during off-duty hours so long as the employment off hours will not adversely affect the on-duty status of the officer or the ability of the officer to perform duties for shifts filled by the officer, and is not a conflict of interest. The employee shall notify the Chief or designee in writing stating the place of employment, employer, hours to be worked, and a brief description of the work to be performed. The Chief may deny off-duty employment if a current or future conflict of interest is demonstrated. The Chief will respond to the request within ten (10) days of the request.

ARTICLE 18 CLOTHING AND EQUIPMENT

18.1 Issued Equipment: The Employer shall initially provide necessary uniforms and equipment for first time outfitting of police personnel. The uniforms and equipment will remain the property of the City. The Department shall issue to each new Employee the following items:

- Long Sleeve Shirt..... 1
- Formal Tie 1
- Tie Bar 1
- Short Sleeve Shirt..... 1
- Additional long or short sleeve shirt 1
- Trousers 2
- Standard Jumpsuit..... 1
- Trouser Belt 1
- Formal Hat with Hat Badge 1
- Metal Name Tag 1
- Traffic Safety Vest 1
- Badge 1
- Duty Belt Gear..... 1
- (Holster, (2) handcuffs & case, ammunition holder, OC spray & holder, ASP & holder, flashlight holder, keepers, tourniquet holder with tourniquet)
- Flashlight..... 1
- Protective Vest 1
- Duty Issue Weapon 1
- Duty Issue Jacket 1
- Footwear 1

Uniform and equipment specifications can be found in the Uniform and Equipment Specification Manual.

The department will provide entry level new hires with all required equipment to attend the Basic Law Enforcement Academy. The list of required academy items is developed by CJTC/BLEA and is incorporated into the department’s Uniform and Equipment Specifications Manual.

- 18.1.1 New uniformed employees hired prior to August 1st of the calendar year and existing uniformed personnel will receive a \$625.00 equipment allowance in January of each year. In addition, all uniforms and equipment required at the Academy will be provided by the Employer.
- 18.2 Personal Items: Employer will not pay for normal wear and tear of personal items but will pay for reasonable repair or replacement of personal items damaged or lost in the line of duty.
- 18.3 Where the Department requires an article of clothing which requires dry cleaning only, the City shall pay dry cleaning costs.

- 18.4 A designated agency representative will be responsible for purchasing new employee uniforms and equipment, not the new employee.
- 18.5 Upon successful completion of FTO, the standard jumpsuit may be ordered as listed in 18.1.

ARTICLE 19 JOB CLASSIFICATION AND WORKING OUT OF CLASSIFICATION

- 19.1 Job Classifications: Job classification shall be established by the Employer either by ordinance, action of the Council, or in Civil Service rules and regulations. The Guild reserves the right to reopen bargaining as a result of a new personnel ordinance, should such ordinance address personnel matters, including wages, hours and working conditions.
- 19.2 Working Out of Classification: Whenever an employee is assigned by the Employer, and accepts the principal duties and responsibilities of an employee in a higher classification, assignment or position for one shift, or longer, that employee shall be paid at a rate of five percent (5%) above present base wage rate or shall receive the base wage rate at the bottom of the range for the classification in which the employee is then substituting, whichever is greater, for all such time worked.
- 19.3 Police Records Specialists agree to perform administrative duties not traditionally tied to the bargaining unit. Those Specialists will be compensated at a rate of five percent (5%) above present base pay. Either party can terminate this term of the CBA with thirty (30) days' written notice, however, it is the intent of the City to maintain this term until such time a full-time Administrative Assistant has been hired. These duties will be negotiated and discussed with the Police Records Specialist, the Administrative Sergeant, and the Chief of Police.

ARTICLE 20 DISCIPLINE AND DISCHARGE

- 20.1 Cause for Discipline: No member of the Lake Forest Park Police Guild shall be disciplined or discharged without just cause.

ARTICLE 21 PERSONNEL RECORDS

- 21.1 Access to Personnel Files: All employees shall have the right to view and photocopy their entire personnel file. Subject to any approved rule, regulation and requirement of State law, the City may determine what goes into the personnel file.
- 21.2 The employee shall be allowed to rebut derogatory statements in the employee's file, in writing, and the rebuttal statement shall be kept with the derogatory information.

ARTICLE 22 BILL OF RIGHTS

- 22.1 The Guild acknowledges that investigations into the conduct of Guild members may become necessary from time to time. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the Employer agrees that:
- 22.1.1 Except in potential criminal matters, the employee shall be informed of the nature of the investigation.
- 22.1.2 Interrogation of employees shall be at a reasonable time, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
- 22.1.3 Interrogation shall take place at the Lake Forest Park Police Station, except when deemed impracticable by the Chief or designee. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing.

- 22.1.4 The questioning session shall not be unreasonably long and employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.
- 22.1.5 The employee shall not be subjected to any offensive language, nor intimidated into taking action the employee would not otherwise agree to.

ARTICLE 23 GRIEVANCE PROCEDURE/DISCIPLINARY RECORD

- 23.1 Definition of Grievance: For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended in writing by the Guild and Employer.
- 23.2 Limitations: The grievance procedure shall not be available for oral counseling and/or verbal reprimand noted in the employee's personnel file. Advancement to arbitration shall not be available for written counseling and/or written reprimand. Probationary employees shall not be entitled to utilize this grievance procedure for any disciplinary actions that are taken by the Employer.
- 23.3 A grievance must be initiated within fourteen (14) calendar days of the date the alleged violation took place or within fourteen (14) calendar days of the date upon which the employee, by due diligence, could have reasonably known of the alleged violation; provided, however, in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation. Failure to file within these prescribed time limits shall render the grievance invalid and foreclosed from the grievance procedure.
- 23.4 Any grievance deadline that falls on the weekend or on an observed holiday shall be extended to the next business day. Failure of the Employer to respond within any time limit imposed in this grievance procedure shall cause the grievance to advance to the next step. Failure of the Guild or grievant to respond within any time limit imposed in this grievance procedure shall cause the grievance to be considered abandoned, and the grievance shall be withdrawn. In the event the grievance is abandoned, the grievant shall be foreclosed from re-filing the grievance.
- 23.5 Step One: Employees shall notify their immediate supervisor in writing in compliance with Article 23.3. The written grievance shall include the facts supporting the grievance. The employee will contact the immediate supervisor or designee and shall attempt to effect a settlement of the complaint.
- 23.6 Step Two: If the grievance is not resolved to the Employee's satisfaction at Step 1, the grievance shall be submitted in writing to the Police Chief or designee within fourteen (14) calendar days of the immediate supervisor's decision, stating the section/s of the Agreement allegedly violated and the remedy requested. The Police Chief or designee shall render a written decision within fourteen (14) calendar days.
- 23.7 Step Three: The Employee may appeal an adverse decision of the Police Chief or designee to the City Administrator or designee within fourteen (14) calendar days of the completion of Step Two (2). The City Administrator or designee shall render a written decision within fourteen (14) calendar days of receipt of the appeal.
- 23.8 Step Four: The Guild may appeal an adverse decision of the City Administrator or designee to a neutral arbitrator. The Guild shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision.
- 23.8.1 For disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild shall request an arbitrator from the Law Enforcement Arbitrator Roster.

- 23.8.2 For non-disciplinary matters, within ten (10) calendar days of the Guild's request to arbitrate, the Guild and the Employer shall attempt to select a mutually acceptable arbitrator. If the parties cannot agree upon an arbitrator, the Guild shall request the appointment of an arbitrator from the Public Employment Relations Commission. In the alternative, by mutual agreement, the Guild may request a list of nine (9) neutral arbitrators from the Public Employment Relations Commission.
- 23.9 The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation. If a contractual violation has been found, the arbitrator will have the authority to amend or modify a penalty or other management action. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, nullify or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement or terms in other documents referred to in this Agreement.
- 23.10 Each party to the proceedings may call such witnesses as it deems necessary to the presentation of its case. Such testimony shall be sworn and shall be subject to cross examination.
- 23.11 The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.
- 23.12 The parties shall have a minimum of thirty (30) calendar days to prepare and file a post-hearing brief with the arbitrator.
- 23.13 In the event a court reporter records the hearing, the parties shall have a minimum of thirty (30) days following receipt of the court reporter's verbatim transcript of proceedings to prepare and file a post-hearing brief with the arbitrator.
- 23.14 The arbitrator's decision shall be made in writing and shall be issued within sixty (60) calendar days following receipt of the parties' respective post-hearing briefs. The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Guild, and the employee(s) involved.
- 23.15 The fees, expenses and all other costs of the Arbitrator shall be shared equally by the parties. Each party shall bear the cost of presenting its own case, including all costs for its attorney(s) and/or other representative(s).
- 23.16 Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended for stated periods of time by the appropriate parties by mutual agreement. Any such extension of time shall be in writing.
- 23.17 Election of Remedy – In the case of a grievance appealable to both the Civil Service Commission and to arbitration under the terms of this Agreement, a written election of remedies shall be submitted to the City by the Guild. An employee electing to utilize the appeal process available through the Civil Service Rules and Regulations shall forfeit their right to utilize the grievance procedure as set forth in this provision. Employees may not file simultaneous appeals through the grievance procedure and the Civil Service Rules and Regulations.
- 23.18 Civil Service Appeals: All Civil Service appeals shall be in accordance with the rules and regulations of the Civil Service Commission.

ARTICLE 24 SEVERABILITY

24.1 In the event that any provision of this Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and affect. The Guild and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 25 PERFORMANCE OF DUTY/NO STRIKE

25.1 The City and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his or her duties to the best of his or her abilities. During the term of this Agreement the Guild shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement. Nothing shall be interpreted to prohibit lawful informational picketing, but such picketing shall not be while the officer is on duty nor while in uniform.

ARTICLE 26 RETIREMENT

26.1 The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, PERS I and II, or other system used under the portability provisions of the systems).

ARTICLE 27 LONGEVITY AND EDUCATIONAL INCENTIVES

27.1 Longevity: Longevity pay, which is a rate of pay based on the length of the most recent continuous service with the City, shall be calculated on the individual employee's hourly base wage rate as listed in Appendix A and shall be paid as follows:

Length of Continuous Service (Months)	Premium Pay (Hourly)
0 through 60	0%
61 through 120	2%
121 through 180	4%
181 through 240	6%
241 or more	8%

For example, a police officer with continuous service of 240 months and 12 days is eligible for a total of 6% premium pay in addition to his/her base pay. For purposes of providing longevity pay to lateral new hires, the City may substitute length of continuous service at the City with length of continuous service in law enforcement. If the City makes this substitution, the longevity pay will be added to the lateral new hire's base pay once the new hire has successfully completed his/her probationary period.

27.2 Educational incentives: Educational incentive pay shall be paid at the indicated percent of a qualifying employee's base wage rate for the level of education achieved.

Associate Degree..... 2%
Bachelor's Degree..... 4% total

27.3 Incentive Pay: Employees assigned to the following duties shall receive premium pay in the following amounts:

- 27.3.1 Detective positions shall receive an additional 10%; the K9, CRO, and Traffic assignments shall receive 5%. The field training officer (FTO) shall receive 5% while actively engaged in FTO functions. The City reserves the right to either fill or not fill incentive assignments, as it shall determine in its sole judgment. The Chief shall determine and approve, in advance, all incentive positions and assignments and claims for incentive pay; no persons shall receive incentive pay without first having been appointed to the position or assignment and approval for the incentive having first been obtained by the Chief.
- 27.3.2 The employer shall provide a flat rate of \$1,000.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as firearms instructor and \$1,000.00 annually for defensive tactics instructor. The employer shall provide a flat rate of \$500.00 annually, pro-rated on a monthly basis for each month, or major portion thereof that the employee is assigned as EVOC instructor. Said incentive shall be paid in December of each year.
- 27.3.3 Acting Sergeant: The Chief and/or the Chief's designee shall be responsible for selecting one or more officers to fill the role of Acting Sergeant if no Sergeant is on duty.

An Acting Sergeant may be appointed when the Sergeant being replaced is or will be absent from his or her assigned shift for 36 or more consecutive hours, or as operationally necessary to meet the mission of the department, and the officer assigned fulfills the actual duties of a Sergeant.

Officers who temporarily assume the duties of an Acting Sergeant position will be compensated per Article 19.2 of this Agreement. If more than one (1) officer is appointed to serve as an Acting Sergeant, each officer will be compensated only for the actual time worked as the Acting Sergeant, provided each officer has worked at least twelve (12) consecutive non-overtime hours in the Acting Sergeant role.

Officers serving as an Acting Sergeant will not be compensated for out-of-class pay for any of the following: (1) time not worked while on any paid or unpaid leave status; (b) time worked in overtime with the exception of a *bona fide* shift extension or call-out or working a recognized holiday occurring during the period of an officer's Acting Sergeant appointment.

Officers have the option of declining an assignment of Acting Sergeant.

ARTICLE 28 PROBATIONARY PERIOD

- 28.1 There shall be a probationary period consisting of twelve (12) months beginning the first day worked by the employee following graduation from the Basic or Equivalency Academy. If there is a lapse in duty of greater than two weeks during the probationary period, the duration of the absence from duty shall be added to the twelve (12) month probationary period. During the probationary period the probationary employee may be terminated without just cause and the probationary employee may not grieve a termination action. The provision covering shift schedule changes shall not apply to probationary employees.

ARTICLE 29 DURATION

- 29.1 Except as otherwise stated herein, this Agreement shall become effective January 1, 2022 and will carry through December 31, 2024. In the event negotiations for a new Agreement have not been completed by the termination date of this Agreement, the provisions contained in this Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement.

CITY OF LAKE FOREST PARK

LAKE FOREST PARK POLICE GUILD

Jeff Johnson, Mayor

Date

Jerome Walker, Guild President

Date

*As authorized by majority vote
of the City Council*

WAGE APPENDIX "A"
2022 - 2024
by and between the
CITY OF LAKE FOREST PARK
and
LAKE FOREST PARK POLICE GUILD

A.1 Effective upon the effective date of this Agreement, the 2021 base wage rate for Commissioned Police Officers shall be increased by 3.0% and the base wage rate for Non- and Special-Commissioned employees shall be increased by 4.0%, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5754
	B	13 - 24 months	6209
	C	25-36 months	6703
	D	37 + months	7190
Sergeant I - Probationary (95% of Sergeant II)			8081

Sergeant II (18.3% above Police Officer Step D)

8506

A.2 Effective July 1, 2022, the 2022 base wage rate for the Non- and Special-Commissioned employees shall remain the same and the 2022 base wage rate for Commissioned Police Officers shall be increased by a 3.0% market adjustment, resulting in a 2022 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4544
	B	13 - 24 months	4706
	C	25-36 months	4867
	D	37 - 48 months	5026
	E	49 - 60 months	5186
	F	61 + months	5348
Support Services Officer	A	0 - 12 months	4709
	B	13 - 24 months	5046
	C	25-36 months	5381
	D	37 + months	5726
Police Officer	A	0 - 12 months	5927
	B	13 - 24 months	6395
	C	25-36 months	6904
	D	37 + months	7406
Sergeant I - Probationary (95% of Sergeant II)			8323
Sergeant II (18.3% above Police Officer Step D)			8762

A.3 Effective January 1, 2023, the 2022 base wage rate shall be increased by 3.0%, resulting in a 2023 base wage rate of:

Classification	Step	Months of Service	Monthly Rate
Records Specialist	A	0 - 12 months	4680
	B	13 - 24 months	4847
	C	25-36 months	5013
	D	37 - 48 months	5177
	E	49 - 60 months	5342
	F	61 + months	5508
Support Services Officer	A	0 - 12 months	4850
	B	13 - 24 months	5197
	C	25-36 months	5543
	D	37 + months	5898
Police Officer	A	0 - 12 months	6104
	B	13 - 24 months	6587
	C	25-36 months	7111
	D	37 + months	7628
Sergeant I - Probationary (95% of Sergeant II)			8573
Sergeant II (18.3% above Police Officer Step D)			9024

A.4 Effective January 1, 2024, the 2023 base wage rate shall be increased by 3.0%, resulting in a 2024 base wage rate of:

Records Specialist	A	0 - 12 months	4820
	B	13 - 24 months	4992
	C	25-36 months	5164
	D	37 - 48 months	5332
	E	49 - 60 months	5502
	F	61 + months	5674
Support Services Officer	A	0 - 12 months	4996
	B	13 - 24 months	5353
	C	25-36 months	5709
	D	37 + months	6075
Police Officer	A	0 - 12 months	6288
	B	13 - 24 months	6785
	C	25-36 months	7324
	D	37 + months	7857
Sergeant I - Probationary (95% of Sergeant II)			8830
Sergeant II (18.3% above Police Officer Step D)			9295

ORIGINAL
AGREEMENT
MUNI SVCS DEPT
Teamsters
Local 117
City of LFP
AG-18-052

AGREEMENT

By and Between

CITY OF LAKE FOREST PARK

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated With The
International Brotherhood of Teamsters



Term of Agreement
January 1, 2019 – December 31, 2021

**AGREEMENT
BY AND BETWEEN
THE CITY OF LAKE FOREST PARK
AND
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the
International Brothers of Teamsters
Representing the Maintenance Employees
Term of Agreement
January 1, 2019 - December 31, 2021**

PREAMBLE

This Agreement is made and entered into by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City," or the "Employer," and Teamsters Local Union No. 117, hereinafter known as the "Union," for the purpose of setting forth the wages, hours, and working conditions which shall be in effect during the term of this Agreement for employees in the bargaining unit.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

ARTICLE 1 – RECOGNITION

1.01 The City recognizes the Union as the sole and exclusive bargaining representative for all regularly scheduled full-time and part-time maintenance workers in the public services division excluding all other employees.

1.02 Temporary and seasonal employees who work less than one hundred eighty (180) calendar days a year are excluded from the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes that the City maintains certain inherent "management rights" and that any rights not specifically limited herein are reserved to the City.

2.01.01 Any and all rights concerned with the management and operation of the Public Works Department are exclusively that of the Employer, unless otherwise specifically restricted by the terms of this Agreement.

2.01.02 The Employer has the authority to adopt rules for the operation of the Public Works Department and the conduct of its employees, provided such rules are not in conflict with applicable law or this Agreement. This also includes the authority to draft, publish, and enforce policies in a City-wide policy handbook, provided that any such policies do not conflict with applicable law or any terms of this Agreement.

2.01.03 The Employer has the right to discipline or discharge employees for just cause; assign work and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, or applicable law.

2.01.04 The Employer has the right to schedule work as required in a manner most advantageous to the City to accommodate the business needs of the City.

2.01.05 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.

2.01.06 The Employer has the right to determine methods, means and personnel necessary for departmental operations.

2.01.07 The Employer has the right to control the Departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.

2.01.08 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

2.01.09 Where there has been a practice of utilizing outside vendors to provide services to the Employer, such past practice shall continue. The use of such outside vendors shall not cause a reduction in force.

2.01.10 The Employer retains the right to utilize seasonal employees to supplement the work force.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.01 **Union Membership:** Employees hired into the bargaining unit may voluntarily join the Union, including the payment of Union dues/fees in accordance with Section 3.02 below. The Employer agrees to remain neutral regarding Union membership. Should employees have particular questions about Union membership, the Employer will refer those

employees to this Agreement and to a Union representative.

3.02 **Dues or Fees / Payroll Deduction:** The Employer shall deduct union dues or fees for all employees who individually and voluntarily authorize and affirmatively consent, in writing, for such payroll deduction of dues or fees from each month's paycheck. Written authorization for dues/fees deductions shall be provided to the Employer. The Union shall designate the amount to be deducted. Such amount shall be remitted promptly to the Union. Employees requesting to stop dues/fees deductions shall provide written notification to both the Employer and the Union, with the Employer stopping deductions following written confirmation from the Union that the employee's dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

3.03 **Hold Harmless:** The Union shall indemnify, defend, and hold the City harmless from any and all liability arising as a result of administration of the membership and payroll deduction provisions in this Article, including the reimbursement for any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or other form of liability asserted against the City in connection with this Article.

3.04 **Notification:** The Employer shall notify the Union Business Office of any new hires.

ARTICLE 4 – UNION ACTIVITY

4.01 **Conduct of Union Business:** Union business, such as handling grievances and other legitimate routine matters, may be conducted on the City premises with advance approval of the City and further provided that such business does not interfere with Department operations or other City functions. Scheduled Union meetings may be held in City facilities subject to the foregoing. The City shall not unreasonably withhold approval.

4.01.01 **City Facilities:** Use of Public Works Department premises shall be subject to the approval of the Public Works Director or designee; other City facilities shall be subject to approval of the City Administrator or other designee. The City shall not unreasonably withhold approval.

4.01.02 **Meetings Off-Duty:** This Article shall not give rise to a specific right on the part of the Union to conduct a certain number of meetings or certain specified activities on the premises. All Union meetings conducted on premises shall be conducted during off-duty time.

4.02 **Union Representatives:** The Union shall provide written notice to the City of the names of the Union officials authorized to represent the Union immediately upon their election or appointment. The City shall allow such authorized representatives reasonable access to Union members for purposes of handling grievances and other legitimate Union business provided that such access shall not take more than a reasonable time for any person who is

on duty; shall not interfere with the work and duties of the Union employee; and shall be subject to approval of the Public Works Director or designee. The City shall not unreasonably withhold approval. The Public Works Director may grant an employee who is also a Union representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Union business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of the actual negotiation session, the City shall permit one (1) representative paid release time for the purpose of attending negotiations.

4.03 Bulletin Boards: The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union related business. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to the shop steward.

4.04 Email and Telecommunication Equipment: The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimis* cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the Employer's email and telecommunication equipment, and that any such communication is subject to inspection and public disclosure.

4.05 Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E): The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. Prior to the Employer making DRIVE deductions, employees shall first provide written consent. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

4.06 New Hire Orientation: After hiring new employees covered by this Agreement, the Employer shall notify the Union and provide thirty (30) minutes for a Union Steward or Union Business Representative to meet with the employee, offer and complete Union enrollment

paperwork, and provide orientation on Union membership, within the first ninety (90) days of employment. This meeting shall typically occur when the new hire is being orientated at the City and completing the City's new-hire paperwork. Attending this orientation is not a condition of employment.

ARTICLE 5 – HOURS OF WORK

5.01 The workweek for regular full-time employees shall normally be comprised of five (5) consecutive equal days of eight (8) consecutive hours of work totaling forty (40) hours and two (2) consecutive days off. The Employer may establish an alternative workweek schedule (e.g. four (4) days of ten (10) hours work), provided the Employer shall provide not less than ten (10) working days' notice. Said notice would not apply in the case of an emergency. For the purpose of this section, emergency shall be defined as snow, floods, power outages, or other like events. The Employer may establish part-time schedules at its discretion.

5.01.01 **Work Period:** The City's work period shall be Monday morning at 12:00 midnight through Sunday night at 11:59 p.m., and consist of forty (40) hours.

5.01.02 **Meal Period:** The Employer shall provide each employee with an unpaid one-half (1/2) hour meal period commencing between the beginning of the third hour and the ending of the fifth hour of each shift.

5.01.03 **Rest Period:** Employees shall receive a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour period. No employee shall be required to work more than three (3) hours without a rest period.

5.02 **Start-time:** Employees are to be at their work stations ready for duty at their scheduled start time.

5.03 **Start-time Changes:** No employee's start time will be changed to avoid overtime unless mutually agreed.

ARTICLE 6 – OVERTIME

6.01 **Overtime Defined:** All overtime is required. Overtime is defined as specifically authorized work performed beyond forty (40) hours worked, including holidays, in any work period. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be recorded and paid rounded to the nearest fifteen (15) minutes.

6.01.01 Overtime shall be offered to regular employees before temporary or seasonal Lake Forest Park employees.

6.01.02 If the employer determines a need for pre-planned overtime, the employer will seek volunteers by seniority. If no or not enough volunteers can be obtained, the employer will assign overtime by inverse seniority. For short-notice overtime arising in connection with daily work tasks, the Employer will first request volunteers by seniority from those employees already performing the work tasks in question. If no volunteers can be obtained, the Employer has the right to assign the overtime to said employees by inverse seniority. All employees working overtime, whether by volunteering or when mandated by the Employer, must be qualified to safely perform the work in question, otherwise they are ineligible.

6.02 **Overtime Compensation:** Overtime work shall be compensated at the rate of one-and-one-half times ($1 \frac{1}{2} \times$) an employee's regular hourly rate of pay. Overtime may be paid as wages or at the employee's request, payment may be compensatory time off at the rate of one and one-half times ($1 \frac{1}{2} \times$) each overtime hour worked. Use of compensatory time shall be based upon mutual agreement between the Employer and employee, with requests submitted to the Public Works Director or designee. Compensatory time off requests submitted at least thirty (30) days from the requested time off will be approved or denied by the Employer within three (3) business days.

6.03 **Compensatory Time Accrual:** Employees may not accrue more than eighty (80) hours of compensatory time.

6.04 **Call-Back Pay:** All employees are subject to call-back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call-back may be grounds for disciplinary action, up to and including termination. Employees called back to duty will be paid a minimum of three (3) hours at their appropriate overtime rate of pay. The call-back shall begin with a phone call and end when the employee returns directly home. If an employee is called back to work early, or required to stay late, at the beginning or end of a shift, the employee shall not be entitled to the three (3) hour minimum, so long as such hours are contiguous with the employee's shift. All such hours shall be paid the appropriate overtime rate, if applicable.

6.05 **Telephone Call/Work At Home:** If an employee who is not on standby receives a work related telephone call outside his/her normal work schedule and is able to resolve the issue without returning to work, he/she shall be paid in increments of one (1) hour at their overtime rate of pay as described above, with any additional calls within the same one (1) hour period deemed already compensated. However, *de minimis* telephone calls lasting less than five (5) minutes shall be compensated at one-quarter ($\frac{1}{4}$) hour at their overtime rate of pay. Employees not on stand-by are encouraged to answer their work telephone and respond to non-emergency work opportunities, but are not required to do so.

6.06 **Weekly Stand-By:** An employee who is required to be on stand-by and is subject to call shall receive a stand-by allowance of fifty dollars (\$50.00) per day while on stand-by. Only one (1) employee at a time shall be designated as being on weekly stand-by and eligible

to receive this allowance under this Agreement. Weekly stand-by shall be assigned on a rotating basis among bargaining unit members who are qualified to do the work. When an employee becomes qualified for stand-by duties, the employee shall be added to the end of the Employer's rotating stand-by list.

Substitutions: Employees may voluntarily trade or substitute their regularly scheduled stand-by shifts provided the Employer is notified in advance of the scheduled shift. If the employer excuses an employee from a stand-by shift due to vacation, sickness, or other reasons and the employee cannot find a voluntary substitute, then the Employer will attempt to find a voluntary substitute. If no volunteers can be obtained, the Employer will assign a substitute.

6.07 Employees who are required to open the parks while on weekly stand-by shall receive a minimum of two (2) hours at their overtime rate of pay. Employees who have worked in excess of forty (40) hours may, at their discretion, designate this time as compensatory time versus overtime wages.

6.08 **Emergency Standby:** Employees who are required to be available and subject to call for emergency situations, such as snow removal, shall receive an emergency standby compensation of sixty dollars (\$60.00) per day for each twenty-four (24) hour period the City designates as "emergency standby."

6.09 **Emergency Callout:** Individuals who respond to emergency callout may request the Supervisor to relieve them from a portion of their regularly scheduled work day. The supervisor will consider requests for time off using one or more of the employee's leave reserves. An employee may be relieved of duty by a supervisor if there are legitimate safety concerns as a result of an employee working without adequate rest, provided an employee sent home may use floating holiday hours.

ARTICLE 7 – HOLIDAYS

7.01 The City recognizes the following paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	Presidents Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving Day	
December 25	Christmas Day
Two Personal Floating Holidays	

7.01.01 Notwithstanding Section 7.01, employees shall be paid holiday pay on the designated holiday dates as specified by the Employer. Time worked on designated holidays shall be compensated at the rate of one-and-one-half times (1-1/2x) the employee's straight rate of pay.

7.02 New employees must have been employed by the City in a regular capacity on the work day immediately before and the work day immediately after a holiday in order to receive pay for the holiday.

7.03 Floating holidays off must be approved by the Supervisor. Whenever possible, the requested day off shall be honored, although the Supervisor may require that the employee select another day, based on the needs of the organization. Employees must take personal floating holidays in the year they were earned or they shall be forfeited.

7.04 Any holiday falling on a Saturday shall be celebrated on the preceding Friday. Any holiday falling on a Sunday shall be celebrated on the following Monday.

7.05 If religious beliefs require observance of a holiday not included in the holiday schedule above, the affected employee may, with the approval of the City Administrator or designee, take the day off using vacation, compensatory time, or leave without pay.

7.06 Part-time employees shall be entitled to holiday pay on a pro rata basis.

ARTICLE 8 – VACATION LEAVE

8.01 For each regular full-time employee vacation shall accrue each pay period, and it shall begin to accrue at the date of hire. Employees are not eligible to take accrued vacation until after having worked for the Employer for at least six (6) months.

<u>Length of Service Months</u>	<u>Length of Service Years</u>	<u>Annual Vacation Hours</u>
0 through 12 Months	0 through 1 Year	80 Hours
13 through 60 Months	2 through 5 Years	96 Hours
61 through 120 Months	6 through 10 Years	120 Hours
121 through 180 Months	11 through 15 Years	136 Hours *
181 through 240 Months	16 through 20 Years	168 Hours *
More than 240 Months	More than 20 Years	184 Hours *

8.02 After the first six (6) months of employment, employees may take vacation as it accrues, but may not "borrow" from future vacation. Vacation is intended to be a time to relax and get away from work; therefore, employees are encouraged to take all available vacation in full each year as it is available. Employees who are unable to take all of their available vacation may carry over a maximum of two times (2x) the amount of annual vacation accrual into the

next year not to exceed two hundred and forty (240) hours. If, on December 31, an employee has more than the maximum accumulated vacation allowed, said employee shall lose any amount of hours in excess of two hundred and forty (240) hours. Under special circumstances, or if the employee is unable to take vacation because of requests by management, said employee may be allowed to carry over more than this maximum or be paid off for excess vacation accruals.

If employees are unable to take vacation for whatever reason, hours are allowed to roll over to the next year with a maximum of two (2) years of vacation accruals per year (measured by the employee's tenure), up to the following caps:

Length of Service	Accumulated and Unused Vacation
0 – 1 Year	80 Hours
2 – 5 Years	192 Hours
6 – 10 Years	240 Hours
11 Years and Over	240 Hours

8.03 Vacation leave requests shall be submitted at least two (2) weeks prior to taking vacation leave. Vacation leave requests shall normally be submitted no earlier than three (3) months prior to the requested vacation time, however, requests submitted earlier will be considered by the Employer where the vacation includes travel abroad or other special circumstances. Vacation requests will be approved or denied by the Employer within five (5) business days of the request. Changes in vacation leave requests must be approved by the Supervisor, unless an employee is cancelling their previously approved vacation. The Employer may require a change in requested vacation schedule, based on the needs of the Employer.

8.04 If a paid holiday occurs during a scheduled vacation, the holiday shall not count as vacation and shall not be deducted from the available vacation balance. If an employee becomes ill while on vacation, the time away from work shall continue to be considered vacation and cannot be converted to sick leave.

8.05 When an employee's employment with the City ends for any reason, the employee shall receive payment for all unused accrued vacation.

ARTICLE 9 – SICK LEAVE

9.01 **Sick Leave:** A regular, full-time employee shall accrue sick leave at the rate of one (1) day per month (four (4) hours per pay period). Sick leave begins to accrue immediately upon date of hire, and is available for use as it accrues. Employees may accrue an unlimited amount of sick leave during the calendar year, however, annual carryover is limited to seven hundred and twenty (720) hours, with anything in excess forfeited at the end of each calendar year.

9.02 Sick leave is only to be used for the following reasons:

9.02.01 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

9.02.02 To allow the employee to provide care for a "family member" with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

9.02.03 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason;

9.02.04 When the employee has an absence related to domestic violence that qualifies for leave under Washington's domestic violence leave act, RCW 49.76;

9.02.05 Exposure to a contagious disease where the presence of the employee on the job may jeopardize the health of others;

9.02.06 Use of a prescription drug which impairs job performance or safety; or

9.02.07 Additional leave beyond bereavement leave for a death in the immediate family as defined in 10.01.02, to be authorized by the City Administrator or designee.

9.02.08 Solely for purposes of Article 9.02, "family member" shall be defined to include a child (including biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent); parent (including biological, adoptive, de facto, foster, parent-in-laws, or step); spouse; registered domestic partner; grandparent; grandchildren; and sibling.

9.03 Whenever possible, all sick leave usage must be approved in advance by the Supervisor. It is recognized, however, that illness is often unexpected and therefore it may be impracticable for an employee to get prior approval. Therefore, if an employee is unable to provide advance notification, the employee shall call to inform the Supervisor of his or her absence as soon as possible after the start of the scheduled shift, but no later than the start of the next scheduled shift. If an absence continues beyond one (1) day, employees are expected to contact the immediate supervisor each day, however, this requirement does not apply to extended absences of a defined length pre-authorized by the Employer (for example, an employee who is pre-authorized to take sick leave for a medical operation lasting four (4) days need not call-in on a daily basis). In emergencies, a person on the employee's behalf may provide notice to a Supervisor.

9.04 Medical verification confirming that sick leave was taken for an authorized purpose may be required when an employee is absent for more than three (3) scheduled work days. On a case-by-case basis, an employee is subject to excusal from the requirement of providing medical verification if the employee establishes an “unreasonable burden or expense,” as that phrase is defined by Washington law, that cannot be adequately mitigated by the City. When medical verification is required by the City, an employee shall have ten (10) calendar days, beginning from the date of the first sick leave absence, to obtain and provide the verification.

9.05 The City may require an examination, at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he or she shall be capable of performing the duties of the position.

9.06 The amount of sick leave pay an employee receives shall be based on the number of hours that would normally have been scheduled that day. If an employee has not accrued sufficient sick leave, sick leave shall be paid only in an amount equal the employee’s existing accrual. Remaining time, if any, shall be deducted from unused vacation, floating holidays, or compensatory time. Employees may not “borrow” from future sick leave.

9.06.01 If an employee is unable to work for reasons covered by this provision, and the employee is also receiving time loss payments under Worker’s Compensation, or any other insurance paid for by the City, said employee shall receive sick leave in an amount which, when combined with Worker’s Compensation (or other insurance) shall equal the employee’s regular salary. Similarly, if an employee is unable to work because of a disability under a state pension plan, the amount of sick leave paid by the City, when combined with the employee’s state pension plan disability payment, shall equal his/her regular salary.

9.06.02 Accumulated sick leave shall be reduced only by the amounts actually paid out to the employee. Unused sick leave shall continue to accumulate and may be carried over from year to year, with annual carryover limited to seven hundred and twenty (720) hours, and with anything in excess forfeited at the end of each calendar year.

9.06.03 Employees may not convert sick leave to cash or use it as vacation or holiday time. When an employee retires, an employee shall be paid (or may request the payment be made into his/her deferred compensation account) for twenty five percent (25%) of his/her sick leave accumulation in excess of four hundred and eighty (480) hours remaining in his or her sick leave bank, but no more than seven hundred and twenty (720) hours, as of the date of retirement.

ARTICLE 10 – OTHER LEAVE

10.01 **Bereavement Leave:** Should a death occur in the family of a full-time regular employee he/she shall receive paid bereavement leave in accordance with the following guidelines:

10.01.01 Regular full-time employees shall be granted up to three (3) days off work with pay in the event of the death of a member of the regular full-time employee's immediate family.

10.01.02 Immediate family is defined as spouse, domestic partner, the employee's or the spouse's or the domestic partner's child, stepchild, foster children, parents, siblings, grandparents, grandparents-in-law, parents-in-law, sister-in-law or brother-in-law, or son-in-law or daughter-in-law. A regular full-time employee shall be granted one (1) day off work with pay in the event of the death of a relative who is not a member of the regular full-time employee's immediate family as defined above. Requests for bereavement leave shall be made to the immediate supervisor.

10.01.03 If an employee needs additional leave beyond both bereavement leave and the use of sick leave authorized by the City Administrator or designee (in accordance with Article 9.02.07), the employee may be authorized to use accrued vacation leave, compensatory time, floating holidays, or if all paid leave is exhausted an unpaid leave (in accordance with Article 10.06).

10.02 **Jury Duty and Appearance as a Witness:** Employees receive paid leave while on jury duty, to a maximum of thirty calendar (30) days. If additional jury duty leave is required, it shall be unpaid. While on a paid jury duty leave, any non-expense check received from the court shall be turned in to Human Resources. A copy of the summons must be presented to Human Resources as soon as possible after receipt.

10.03 **Pregnancy or Childbirth Leave:** An employee who is disabled because of pregnancy or childbirth, shall be given a pregnancy disability leave of absence for the period of time she is actually disabled. A statement from a licensed health care provider certifying the actual period of disability may be required. This leave shall be unpaid unless the employee has accrued vacation, sick leave, or compensatory time. The employee must use all available paid leave before taking the leave as unpaid.

10.04 **Family & Medical Leave Act:** Eligible employees, as defined by the Federal Family and Medical Leave Act of 1993, and/or the Washington Family Leave Act, Chapter 49.78 RCW, will be granted up to twelve (12) weeks of unpaid family medical leave in a rolling 12-month period for qualifying family and medical reasons, in accordance with those Acts, as applicable. Eligible employees must use any accrued paid leave in connection with such family medical leave.

10.05. **Paid Family and Medical Leave Program:** Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by

Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll contributions, with the Employer and Union agreeing to the statutory default cost-sharing percentages listed in RCW 50A.04.115. As permitted by Washington law, the Employer may elect to self-insure, provided benefits are identical or better than those provided by the State.

10.06. **Unpaid Leaves of Absence:** Unless this requirement is waived at the sole discretion of the Employer, employees are required to exhaust all accrued paid leave (vacation, sick, floating holidays, and compensatory time) before requesting or taking unpaid leaves of absence. Unpaid leave of absences approved by the Employer shall generally not exceed twelve (12) weeks, unless otherwise required by law. Employees on an unpaid leave of absence do not accrue vacation leave, sick leave, or holidays unless otherwise required by law.

ARTICLE 11 – WAGES

11.01 Wages: As set forth in Appendix “A”

11.01.01 Wage rates for 2019, 2020, and 2021 are set forth in Appendix “A”.

ARTICLE 12 – DEFERRED COMPENSATION

12.01 **Deferred Compensation Plan:** Eligible employees may elect to contribute pre-tax earnings into the City's deferred compensation plan (457 Plan) for investment. Participation in the 457 Plan is voluntary and there is no City match.

ARTICLE 13 – HEALTH AND WELFARE

13.01 **Medical/Dental/Vision:** Effective January 1, 2019 (based on December 2018 hours), employees covered by this Agreement and their eligible spouses/domestic partners and dependents are covered by:

	2019 rates
Teamsters Medical – Plan B	\$1,229.50 monthly premium
Domestic Partner (DP) Charge	\$18.00
9-month Waiver of Premium	\$11.40 monthly premium
Teamsters Dental Plan – Plan A	\$130.50 monthly premium
DP Dental Charge	\$2.20
Teamsters Vision – Plan EXT	\$17.10 monthly premium
DP Vision Charge	\$0.20
Total Monthly Premium	\$1,408.90

Employees shall pay ten percent (10%) of total medical premiums, with a cap of \$136/month in 2019, \$145/month in 2020, and \$150/month in 2021. The City will pay the remaining balance

of medical premiums. For purposes of employee cost-sharing under this section, “medical premiums” means the composite cost of Teamsters Plan B medical, but not dental or vision. The Employer agrees to pay 100% of premiums for Teamsters dental and vision.

13.02 **Life Insurance:** Effective upon signing this Agreement the Employer shall pay one hundred percent (100%) of the premiums for the following Life Insurance Plan.

13.06.01 Standard Insurance Life Insurance (\$50,000) for employee only.

13.03 **Long Term Disability:** Effective upon signing this Agreement the Employer shall pay one hundred percent (100%) of the premiums for the employee only, for the Long Term Disability plan that provides a sixty-seven percent (67%) benefit with a ninety (90) day elimination period.

13.04 Should the City decide to change Life or Long Term Disability carriers to achieve a more competitive price, it shall consult with the Union to review the scope of the plan benefits to assure they are as good as or better than those under current plan.

ARTICLE 14 – EMPLOYEE DISCIPLINE AND DISCHARGE

14.01 **General:** No employee shall be disciplined or discharged without just cause.

14.02 **Discipline Steps:** The Employer agrees to principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Verbal warning
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Disciplinary action will be tailored to the nature and severity of the offense and the employee’s prior disciplinary record. The steps of the discipline structure will normally be sequential unless the nature of the disciplinary offense justifies a more stringent response.

The parties agree there is a benefit to coaching and counseling between an employee and a supervisor. Coaching and counseling shall not be considered a disciplinary step.

14.03 **Personnel Files:** The Employer maintains personnel files for each employee.

The Employer may record the occurrence of a verbal warning in an employee’s personnel file.

The Employer will provide a copy of a written reprimand, suspension, demotion, or discharge decision to an employee. The employee will be required to sign an acknowledgement of

receipt, but such signature does not indicate agreement with the discipline decision. The employee may request the Employer forward a copy to the Union.

An employee, upon written request to the Employer, may request to inspect his/her personnel file. If an employee disagrees with a discipline document, he/she may submit a written rebuttal.

14.04 Employer Investigations: The Employer has the right to investigate allegations of misconduct before imposing discipline. Employees have an obligation to cooperate with any investigation conducted by the Employer.

An employee is entitled, at his/her request, to have a Union Representative present during any investigatory interview the employee reasonably believes may result in his/her discipline.

The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on paid administrative leave must remain available during their normal hours of work. Placement on paid administrative leave is not a disciplinary offense and is not subject to the grievance procedure.

14.05 Discipline Records for Progressive Discipline: The Employer will consider an employee's previous disciplinary records for purposes of progressive discipline in accordance with the following timelines:

Verbal warnings will not be considered for purposes of progressive discipline after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to discipline.

Written reprimands will not be considered for purposes of progressive discipline after twenty-four (24) months without a reoccurrence of the same or similar conduct giving rise to discipline.

Suspensions will not be considered for purposes of progressive discipline after sixty (60) months without a reoccurrence of the same or similar conduct giving rise to discipline. Provided, however, suspensions involving harassment, bullying, or threatened acts of violence do not expire.

Demotions and discharge decisions do not expire.

14.06 Grievance Procedure: Discipline decisions not involving a monetary loss or penalty (*i.e.* verbal warnings and written reprimands) are not subject to the grievance procedure. Discipline decisions involving a monetary loss or penalty (*i.e.* suspensions, demotions, discharge decisions) may be grieved. In addition, the Union may grieve an employee's negative performance evaluation, if the evaluation is a factor in denying a step increase.

ARTICLE 15 – PROBATIONARY PERIOD

15.01 Newly hired employees shall serve a probationary period of twelve (12) months, during which time the employee may be disciplined or discharged at the sole discretion of the Employer.

15.02 An employee disciplined or discharged during the probationary period shall not have recourse or appeal rights to the grievance procedure.

15.03 Promoted employees shall serve a six (6) month trial period. In the event the employee does not successfully complete the trial period, he/she shall have the right to revert back to his/her former position.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.01 Verbal counseling or verbal reprimand noted in the file jacket of an employee shall not be subject to grievance procedures.

16.02 **Definition of a Grievance:** A "grievance" means a claim or dispute by an employee, or the Union with respect to the interpretation or application of an express provision of this Agreement.

16.03 **Step 1 – Filing:** If an employee and/or the Union has a grievance, it must be submitted in writing to the supervisor within fourteen (14) calendar days from the date of occurrence or from the date the employee and/or the Union should have reasonably become aware of the alleged problem. If the grievance is not submitted within the stated time limitations, the grievance shall be deemed to be waived. This written notice shall include the following:

- a) Statement of the grievance and relevant facts;
- b) The specific provision(s) of the Agreement violated;
- c) The Remedy sought.

16.04 **Step 2:** The grievant and the supervisor shall meet within fourteen (14) calendar days of the Step 1 written notice, and attempt to effect a settlement. The Supervisor or designee shall render a written decision within fourteen (14) calendar days.

16.05 **Step 3:** If the grievance is not resolved to the Union's satisfaction at Step 2, the Union shall submit the grievance in writing to the Department Director within fourteen (14) calendar days from the decision of the supervisor. The Department Director or designee shall render a written decision within fourteen (14) calendar days.

16.06 **Step 4:** The Union may appeal an adverse decision by the Department Director to the City Administrator within fourteen (14) calendar days. The City Administrator or designee shall render a written decision within fourteen (14) calendar days.

16.07 **Step 5:** The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator.

16.08 The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision. Within ten (10) calendar days of the Union's notice to arbitrate, the Union shall request the appointment of an arbitrator from the Public Employment Relations Commission (PERC). PERC shall furnish a list of seven (7) impartial arbitrators. Once a list has been provided, the parties will attempt to agree on one (1) arbitrator. If no agreement can be reached, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) arbitrator remains. The remaining arbitrator will serve as the arbitrator for the grievance. The arbitrator shall render a written decision which shall be final and binding on all parties. The arbitrator shall have no power to alter, amend or change the terms or conditions of this Agreement.

16.09 The parties shall each bear the cost of presenting its own case. The parties agree to split equally the costs of the arbitrator.

16.10 Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

16.11 If the Employer fails to meet any time requirements in this Grievance Procedure, the grievance shall be advanced to the next step. If the Union fails to meet any time requirements in this Grievance Procedure, the grievance shall be deemed withdrawn.

16.12 The time limits listed in this Article may be extended by written mutual agreement.

ARTICLE 17 – PERFORMANCE OF DUTY/NO STRIKE

17.01 The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his or her duties to the best of his or her abilities. During the term of this Agreement the Union shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement.

ARTICLE 18 – AMENDMENTS TO THE AGREEMENT

18.01 The Employer and the Union may mutually agree to amend this Agreement.

18.02 Attachments and/or Amendments, Letters of Understanding or Memoranda of Understanding may be attached to and incorporated in the Agreement by reference.

ARTICLE 19 – NONDISCRIMINATION

19.01 The Employer and the Union shall cooperate to assure that no employee is unlawfully discriminated against by reason of race, religion, creed, color, national origin, sex, age, disabilities, marital status, sexual preference, Union activity, or any protected classification under federal, state, or local laws.

ARTICLE 20 – SENIORITY/PROMOTIONS/LAYOFFS

20.01 Seniority shall be defined as the length of continuous service with the Employer from the most recent date of hire as a regular employee; provided, however no employee shall have seniority established prior to the completion of twelve (12) months of probationary employment with the Employer.

20.01.01 Seniority will continue to accrue for a period of six (6) months for absence due to illness, authorized leave of absence, or temporary lay-off.

20.02 Promotion to a higher job classification shall be by ability and qualifications. Where ability and qualifications are equal, seniority shall prevail.

20.02.01 When a vacancy or new position is created, a notice of such vacancy or new position shall be posted on a bulletin board for a period of five (5) working days.

20.03 **Layoffs:** In case of a layoff, temporary and part-time employees with the shortest length of continuous service within the specified classification in the bargaining unit shall be laid off first, followed by the full-time employee(s) with the shortest length of continuous service; provided that the more senior employees are qualified for the remaining positions and able to provide efficient operations as determined by the Employer. The Employer shall provide an employee with at least one (1) month advance written notification prior to layoff or one (1) month of pay in lieu of notice.

20.04 **Recall from Layoff:** Employees shall be recalled from layoff in reverse order of their layoff, provided the employee is qualified to perform the duties previously assigned. An employee who is not recalled within twenty-four (24) months of the layoff shall lose all recall rights.

20.05 All employees on layoff are responsible to keep the Employer informed of their address and telephone number where they can be contacted.

ARTICLE 21 – SAFETY GEAR AND SAFETY RELATED CLOTHING / COMMERCIAL DRIVER’S LICENSES

21.01 **Safety Gear:** The Employer will provide bargaining unit members with required personal protective equipment (PPE) in accordance with state and federal standards. This may include, for example, safety glasses, protective gloves, ear protection, bibs, masks, and helmets. PPE will be provided to employees on an as-needed basis, subject to inspection and replacement at the discretion of a Supervisor. PPE belongs to the Employer and shall be returned upon separation of employment.

21.02 **Clothing/Boot Allowance:** Each full-time employee covered by this Agreement shall receive six hundred twenty-five dollars (\$625.00) per calendar year for the purchase of approved boots and safety-related clothing (reflective sweatshirts, shirts, etc.). This annual allowance shall be included in standard paychecks in January of each year, subject to taxable withholdings required by law.

21.03 **Probationary Employees:** Probationary employees shall be eligible for the annual clothing allowance.

21.04 **Commercial Driver’s License (CDL):** When the Employer requires a Commercial Driver’s License (CDL) as a minimum job qualification, the Employer shall pay for all costs associated with maintaining an employee’s CDL. This includes the cost of CDL license/endorsement renewals and up to one (1) annual CDL physical required by DOT regulations, at a medical examiner selected by the Employer. Any additional medical costs shall be paid by the employee. Initial training and licensing costs for employees who do not yet possess a CDL shall be paid at the discretion of the Employer.

ARTICLE 22 – PENSION

22.01 Pension for employees and contributions to the Public Employee’s Retirement System (PERS) shall be governed by Washington State Law.

ARTICLE 23 – SAVINGS

23.01 If any provision of this Agreement, amendments or addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments and addendums shall not be affected thereby, and the parties shall enter into immediately collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

ARTICLE 24 – LABOR MANAGEMENT

24.01 The Union and the Employer shall establish a Labor Management Committee (LMC) for the purpose of discussing issues not related to grievances. Meeting schedules, make-up of the LMC and roles and responsibilities of LMC members, will be determined. A Union Business Representative will be invited to attend scheduled LMC meetings and provided an agenda, but such attendance is not mandatory for a meeting to occur. It is anticipated that the LMC will meet on a regular basis to discuss, but not limited to the following:

- State of the Business/City
- Labor/City relationship
- Health and Welfare for non-representative employees

The LMC may recommend changes, but has no power to alter the terms of this Agreement.

ARTICLE 25 – DISCLOSURE OF PERSONNEL FILE INFORMATION

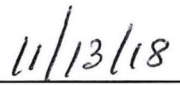
25.01 The Employer will notify employees of any court order or subpoena seeking documents from employee personnel files. Where possible, the Employer will provide impacted employees with at least seven (7) calendar days' notice in advance of the disclosure deadline, however, nothing in this Article shall prohibit or delay the Employer from complying with the deadlines imposed by the court order or subpoena. The obligations of this Article do not apply to orders or subpoenas related to a grievance arbitration under the grievance clause of this Agreement or in relation to a PERC administrative proceeding.

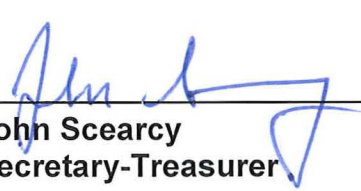
ARTICLE 26 – DURATION

26.01 Except as otherwise stated herein, this Agreement shall become effective January 1, 2019, and shall carry through December 31, 2021. If the Union wishes to negotiate a successor contract, it will provide notice to the City no less than one hundred and eighty (180) days prior to the contract termination date. The parties will meet within thirty (30) days of the notice to set a schedule for contract negotiations. In the event negotiations for a new agreement have not been completed by the termination date of this Agreement, the provisions contained in this Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement or the City chooses to act under RCW 41.56.100 (3).

The parties agree to begin bargaining over a successor agreement no later than July 1, 2020, or at another date mutually agreed upon by the parties.

CITY OF LAKE FOREST PARK

Jeff Johnson
Mayor

Date**TEAMSTERS LOCAL UNION
NO. 117, IBT**

John Scearcy
Secretary-Treasurer

Date

APPENDIX A

CLASSIFICATIONS AND WAGE RATES

A.1 Effective January 1, 2019, the 2018 wage rates shall be increased by 3.00% to the following monthly wage rates:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$4,852.98	\$5,024.25	\$5,195.54	\$5,366.80	\$5,538.09	\$5,709.38
Lead Maintenance Worker	\$5,216.94	\$5,401.06	\$5,585.21	\$5,769.32	\$5,953.45	\$6,137.58

A.2 Effective January 1, 2020, the 2019 rates shall be increased by 3.00% to:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$4,998.57	\$5,174.97	\$5,351.40	\$5,527.81	\$5,704.24	\$5,880.66
Lead Maintenance Worker	\$5,373.45	\$5,563.09	\$5,752.76	\$5,942.40	\$6,132.06	\$6,321.71

A.3 Effective January 1, 2021, the 2020 rates shall be increased by 2.75% to:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$5,136.03	\$5,317.29	\$5,498.57	\$5,679.82	\$5,861.10	\$6,042.38
Lead Maintenance Worker	\$5,521.22	\$5,716.08	\$5,910.96	\$6,105.81	\$6,300.69	\$6,495.56

A.4 Each step in the above pay plan shall be twelve (12) months in duration, and advancement through the pay plan shall be based on satisfactory performance.

APPENDIX B**TEAMSTERS LOCAL 117 MEDICAL INSURANCE****1. Washington Teamsters Welfare Trust, Medical Plan B Insurance Plan.**

All members of the Lake Forest Park Teamsters Local No. 117 will be enrolled on Washington Teamsters Welfare Trust, Medical Plan B. Cost-sharing is specified in Article 13 of this Agreement.

2. HRA Contributions

On an annual basis, the Employer agrees to contribute three hundred dollars (\$300.00) per employee electing individual coverage, or nine hundred dollars (\$900.00) per employee electing non-individual coverage, in a health reimbursement account (HRA) administered by a third party administrator (TPA).

Employees hired into the Teamsters Local 117 during the year will receive an HRA commitment pro-rated for the number of months in the calendar year that they are employed by the Employer. For example, if a maintenance worker is hired August 1st, and has full family coverage, the health reimbursement arrangement amount for that first calendar year would be three hundred seventy-five dollars (\$375.00) ($\$900 \div 12 = \75 ; $\$75 \times 5 \text{ months} = \375).

The funds in HRAs will roll over from year to year and remain available to employees for use for paying qualified medical expenses under the IRS code. If the employee terminates employment with the City, the employee will forfeit their right to these funds. If the employee retires from the City, the account balance will continue to be available to the employee. All health reimbursement arrangements will conform with IRS requirements. In addition, employees must be enrolled in the medical plan offered by this Agreement (Teamsters Plan B) to open an HRA or qualify for the annual contributions discussed above.

In the event the City's HRA contributions are expected to trigger the "Cadillac Tax" of the Affordable Care Act, the parties agree to re-open negotiations solely for discussing alternative health insurance options. If the City is subject to Cadillac Tax liability during re-opener bargaining, then HRA deposits shall be reduced or eliminated to avoid liability while the parties continue to bargain.

RESOLUTION NO. 1847

**A RESOLUTION OF THE CITY COUNCIL OF LAKE
FOREST PARK DECLARING JUNETEENTH, JUNE 19TH, A
CITY HOLIDAY IN REMEMBRANCE OF THE DAY
AFRICAN AMERICAN SLAVES LEARNED OF THEIR
FREEDOM**

WHEREAS, on June 19, 1865, two and one-half years after President Lincoln signed the Emancipation Proclamation and two months after the end of the Civil War, news finally reached Galveston, Texas, that the Civil War had ended and that all enslaved persons were now released from the bondage of slavery; and

WHEREAS, slavery has left a catastrophic and unrelenting legacy of trauma for generations of Black/African Americans; costing Black/African Americans life, liberty, and prosperity; and

WHEREAS, the City Council and Mayor of Lake Forest Park declare that the end of this atrocity should be acknowledged and celebrated by the City of Lake Forest Park as Juneteenth, and encourage that June 19TH be a day to revisit solidarity and commitment to antiracism; and

WHEREAS, the City Council finds that in celebration of Juneteenth, June 19th will be recognized as a City holiday, the City will be closed, and employees will receive their regular earnings for the day.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AMENDING EMPLOYEE HANDBOOK. In recognition of Juneteenth as a City holiday, the attached Exhibit A amends the City of Lake Forest Park Employee Handbook, Policy and Procedures Manual version 1.5.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of _____, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK: June 3, 2022
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1847

Holidays

Policy Statement:

The City recognizes certain days in the year as holidays. On these days, the City is closed and employees receive their regular earnings for the day.

Section 8, ItemA.

Policy:

The City recognizes the following holidays:

New Year's Day	January 1
Martin Luther King, Jr.	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Holiday
Christmas Day	December 25

The City also provides two floating holidays per calendar year. The floating holiday or "personal" holiday can be used to celebrate holidays that the City does not recognize or for any other personal reason. Floating holidays do not carry over from year to year and will be forfeited if not used during the calendar year. Unused floating holiday hours are not paid to an employee when employment terminates.

Nonexempt employees that are required to work on the holiday will receive holiday pay, plus the hours worked at a rate of one- and one-half times their normal hourly wage.

Exempt employees that are required to work on the holiday will receive holiday pay, plus time off at another time equal to one- and one-half hours the number of hours worked on the holiday.

Employees who work less than 40 hours a week but are otherwise eligible for benefits, or employees who are not typically scheduled to work on a day that the City holiday is recognized will receive the holiday at a later date. The employee's supervisor or manager must approve requests for the holiday in advance.

Holiday pay is equal to the number of standard hours an employee works, not to exceed 8 hours. Employees working a compressed workweek may be required to make up hours or take vacation or compensatory for a full workday or workweek.

Temporary, seasonal and part-time employees that are not otherwise benefit eligible are not eligible for paid holidays.

Any holiday falling on a Saturday will be recognized the previous Friday. A holiday falling on a Sunday will be recognized on the following Monday.

In order to receive holiday pay, the holiday cannot be the employee's first or last day of work. An employee will not be entitled to holiday pay while on an unpaid leave of absence.

Employees who, due to religious, personal, or political beliefs, recognize holidays that the City does not, can request to use their floating holiday, vacation or compensatory time. If the employee does not have leave available, they may take the time away without pay with prior approval from their supervisor.

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CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 9, 2022
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	RESOLUTION 1848/AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TWO TRADING TIGERS, LLC

Legislative History

- First Presentation - October 14, 2021, City Council Regular Meeting Work Session – ARPA Funds Introduction/Discussion
- Second Presentation – June 9, 2022, City Council Regular Meeting Work Session – Contract Introduction
- Action

Attachments:

1. Resolution 1848
2. Draft Contract – Two Trading Tigers LLC

Executive Summary

Two Trading Tigers, LLC has applied for a portion of the city’s ARPA funds for reimbursement of lost revenue up to \$52,000 caused by impacts of the COVID-19 pandemic.

The proposed contract is structured to be a reimbursement grant, including a not to exceed amount and a requirement for all backup documentation (Form 1040 Schedule C, Profit or Loss from Business) to be provided to and approved by the City’s Finance Department prior to funds being dispersed to the recipient.

Currently, from the city’s ARPA funds, there remains available for small business assistance \$300,000. For policy consideration, does the City Council prefer to allocate these remaining funds on a first come first serve basis until the funds are depleted, or set a maximum distribution to each entity to provide for the possibility of assisting more businesses at a smaller maximum amount?

Background

In response to Covid-19, the Federal Government has provided two funding vehicles, the Coronavirus Aid, Relief, and Economic Security Act (CARES) and the American Rescue Plan Act (ARPA) to assist the nation in addressing the economic impacts and operational challenges resulting from the pandemic. The City of Lake Forest Park allocated the limited CARES funds to maintaining city operations and assisting community partners. The ARPA funds to the City total roughly \$3.6M distributed in two tranches, 2021 and 2022, with an allocation deadline of December 31, 2024, and full expenditure by December 31, 2026.

The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers. Recipients may use these funds to:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Fiscal & Policy Implications

In April 2022 the Administration was required to submit to the U.S. Department of the Treasury the amount of ARPA funds being claimed as the city's lost revenue with an upper limit of \$10 million. Of the \$3,769,614 allocated to the City, a total of \$1,967,647 (\$82,840 from tranche one and all of tranche 2, \$1,884,807) was claimed as lost revenue. A total of \$1,501,967 was previously allocated and the remaining \$300,000 was left as unallocated federal dollars to allow for the continued support of small businesses, as the City cannot allocate General Fund revenues to businesses as it would be recognized as a gift of public funds. The current balance for small business support is the full \$300,000.

Staff Recommendation

Review the draft contract and provide the Administration with any further guidance prior to the proposed approval of the contract at the June 23, 2022, Regular Council Meeting.

Provide the Administration with policy guidance on any funding ceilings with respect to small business lost revenue.

RESOLUTION NO. 1848

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AMERICAN RESCUE PLAN ACT
GRANT AGREEMENT BETWEEN THE CITY AND TWO
TRADING TIGERS, LLC**

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law on March 11, 2021, and its funds are intended to provide financial support in responding to the impacts of the COVID-19 pandemic; and

WHEREAS, the City of Lake Forest Park (“City”) has been awarded ARPA funds for 2021 and 2022 of approximately \$3.6 million dollars to be allocated by December 31, 2024 and fully expended by December 31, 2026; and

WHEREAS, the City has received approximately \$52,000 in requests from Two Trading Tigers, LLC; and

WHEREAS, the City Council and Administration agree that supporting local businesses and community partners, that have been negatively impacted by the COVID-19 pandemic, provides vital assistance to the health and welfare of Lake Forest Park citizens and supports the unique character of Lake Forest Park; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AGREEMENT APPROVAL . The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the ARPA grant agreement between the City and Two Trading Tigers, LLC attached hereto as Attachments A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this ____ day of June, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: June 3, 2022
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1848

GRANT AGREEMENT BETWEEN
THE CITY OF LAKE FOREST PARK AND TWO TRADING TIGERS LLC
FOR AMERICAN RESCUE PLAN ACT FUNDS

This Grant Agreement Between The City of Lake Forest Park and Two Trading Tigers LLC For American Rescue Plan Act Funds (the “Agreement”) is made the last date signed below by and between the City of Lake Forest Park, a Washington municipal corporation (“the City”) and Two Trading Tigers LLC, a Washington Limited Liability Company (“Two Trading Tigers” and “Recipient”), collectively referred to as the “Parties.”

RECITALS

A. On March 5, 2020, the Lake Forest Park City Council declared a public health emergency in Lake Forest Park arising from the COVID-19 pandemic. Since then, the disease has impacted every part of life in the City. Social distancing became a necessity, businesses closed, schools transitioned to and from remote education, travel was sharply reduced, and many lost their jobs.

B. The City recognizes that one of its essential functions is to secure the health and welfare of Lake Forest Park’s citizens, and disperse when able, resources necessary to help individuals, nonprofits and small businesses survive.

C. The City has been awarded Fiscal Recovery Funds through the American Rescue Plan Act (“ARPA”) signed into law on March 11, 2021. The Funds are intended to provide support to local communities responding to the impacts of COVID-19.

D. For purposes of receiving ARPA funds, small businesses are defined as those having not more than 500 employees, being independently owned and operated, and not dominating their field of operation. Two Trading Tigers meets this definition of a small business that operates in the City. Two Trading Tigers has been deeply affected during the COVID-19 pandemic incurring a loss in revenue attributable to the negative impacts of the pandemic.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.

2. Funds. The City will provide the Recipient with grant funds in an amount not to exceed Fifty-two Thousand Dollars and 00/100 (\$52,000.00) to be used to reimburse Recipient for lost revenue caused by the negative economic impact of the COVID-19 pandemics impacts in the community (the “Funds”):

3. Deadline for Expenditures and Invoices. Reimbursable expenditures under the Agreement must be incurred and invoiced to the City after March 3, 2021, and prior to December 1, 2022, unless this grant agreement is extended in writing by the City Council and Recipient.

4. Recipient Deliverables.

a. Not more than once every thirty days the Recipient shall send electronically to Accounting Supervisor, ap@ci.lake-forest-park.wa.us, its request for reimbursement of Funds expended per Section 2. Said invoices will document to the City's satisfaction the following:

- (i) the expense incurred and date of same (to include invoices, payroll backup, and any other documentation providing proof of the requested expense for reimbursement);
- (ii) how the expense qualifies for reimbursement under Section 2, above;
- (ii) how the expense qualifies for reimbursement under the final rule from the Department of Treasury at 31 CFR Part 35 (see Exhibit A attached), or as later amended by the Department of Treasury; and
- (iii) the total amount of reimbursement to-date to Recipient under this Agreement.

b. Recipient agrees to submit to the City an IRS Form W-9 with its initial invoice.

c. Payments shall be processed within thirty days from receipt by the City of Recipient's invoice with associated documentation, and following mutual agreement that such documentation provides the appropriate backup for the requested reimbursement.

5. Source of Grant Funds. The Parties acknowledge that funding for this Agreement comes solely from payment made to the City from ARPA funds, and the City has no independent obligation to provide the Recipient with funds from any other source.

6. Amendments. The Parties acknowledge that the City's responsibilities and requirements for expenditure of the ARPA funds may change. Any changes or revisions that are applicable to this Agreement shall be incorporated by written amendment of this Agreement, following written notice by City to the Recipient.

7. Effective Date. The effective date of this Agreement shall be the last date signed below by both Parties.

8. Nondiscrimination. During the performance of this Agreement, the Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to, Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 *et seq.*, the Americans with Disabilities Act (ADA). In the event of the Recipient's

noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.

9. Termination.

a. The City may terminate this Agreement for convenience upon providing seven (7) days written notice.

b. If the Recipient fails to fulfill its obligations under this Agreement, the City may terminate this Agreement for cause upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination. In the event Recipient fails to comply with its obligations, promises, and contract, as set forth in Sections 3 and 4, it shall be obligated to return to the City any Funds received.

10. Public Disclosure. All documents and records comprising the Agreement, and all other documents and records provided to the City by the Recipient are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws applies.

11. Indemnification. The Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of the Recipient, its directors, officers, employees or agents, relating in any way to the Recipient's performance under this Agreement. These Indemnification obligations shall survive the termination of this Agreement. The Recipient further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to the Recipient's failure for any reason to comply with the terms of this Agreement.

12. Attorney Fees and Governing Law.

a. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of any attorney are retained, to interpret or enforce any provisions of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. The amount of such fees, costs, and expenses shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

b. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington and the venue will be in King County, Washington.

13. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

14. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

15. Notices. Notices and other documentation shall be sent to the following addresses:

To City:
City of Lake Forest Park
Attn: City Clerk's Office
17425 Ballinger Way NE
Lake Forest Park, WA 98155

To the Recipient:
XX

16. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

CITY OF LAKE FOREST PARK

RECIPIENT

By: _____
Jeff Johnson, Mayor

By: _____
Printed Name: _____

Date: _____

Title: _____
Date: _____

Attachments:
Exhibit A: 31 CFR Part 35

City Administrator Report

City of Lake Forest Park

Date: June 9, 2022

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

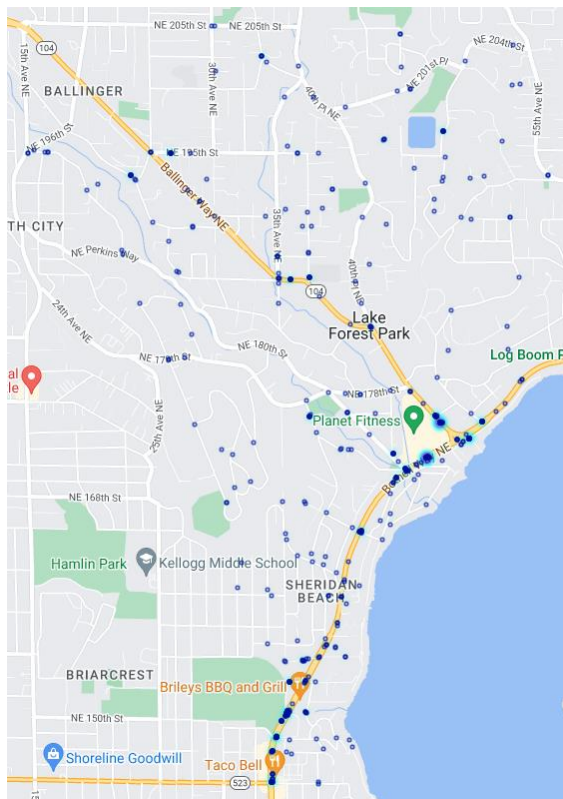
CC: Honorable Mayor Jeff Johnson
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department



Police incidents heatmap for
May 2022:

Each blue dot is an incident generated by dispatch or an officer. This map represents **893** incidents in **May**.

Notable Calls/Incidents:

Type	Calls
Suspicious Circumstances	62
Welfare Check	22
Alarm	18
Theft	15
Parking	12
Traffic Accident	8
Disturbance	7

Notable Calls/Incidents:

Officers conducted a traffic stop at 1:30am on a vehicle with no brake lights, driving slowing through a neighborhood. The driver had no valid

driver's license, was dressed in all dark clothing with gloves, bandana, flashlight, backpack, large knives, and a realistic looking pistol that was later discovered to be an airsoft pistol. The driver was cited and released.

A vehicle was discovered abandoned after striking several mailboxes. The vehicle was left blocking the roadway and a trail of vomit was observed on the ground leading away from the vehicle. Officers are investigating the incident as a hit and run.



Officers responded to a shoplift at Rite Aid. The suspect attempted to leave the area by Metro bus. Officers located the suspect and discovered he had multiple warrants for theft and criminal trespass. The suspect was booked into jail.

Four subjects were observed leaving Ross Stores with over \$1000 in clothing. The suspects fled out of the city. Officers were later contacted by a Snohomish County Deputy who provided possible suspect information based on the vehicle license plate.

Officers were contacted in the police parking lot by a subject asking for directions. The subject then backed his vehicle into a parked police vehicle in the lot and left without stopping. Officers were able to re-contact driver and obtain the required information.

Officers were dispatched to a suspicious vehicle that showed up overnight in front of the caller's residence. It was later confirmed the vehicle had been reported stolen out of Redmond. The vehicle was returned to the owner. Another stolen vehicle was located in the 14800 block of Bothell Way NE. The vehicle was impounded per the owner. Another subject located his own stolen work truck in LFP. Officers assisted with processing and the recovery.

An unoccupied home for sale was broken into overnight. Officers located drug paraphernalia along with obvious fingerprint and DNA evidence. King County AFIS responded to process the crime scene.



A transient subject was located sleeping behind the jersey barrier on Ballinger Way NE. The subject also attempted to start small fire. Crisis services were offered and declined. A transient subject was discovered sleeping in Blue Heron Park. Subject refused all assistance and services,

leaving on foot. Several transients were contacted near the 14500 Block of Bothell Way NE (Seattle border). All refused services. Officers also were dispatched to the same location for a female vomiting and in distress who had two small children with her. She refused any assistance and resources.

Officers contacted a female running down roadway shedding clothing, appeared under the influence and possibly in a manic state. Subject refused services and mobile crisis. Officers unable to reach criteria for an involuntary detention.

Officers assisted with a downed tree/power pole. During this call a severely injured wild animal had to be dispatched by officers.

Officers contacted a shoplift suspect who, while fleeing, threw a full bottle (of what was later discovered to be over 100 fentanyl pills). The subject was booked into jail for possession of stolen property and possession of narcotics with the intent to sell.

Traffic

On May 1st, our designated traffic unit officer has returned from working a patrol squad (due to staffing issues for over a year). Over the last few weeks, the patrol officers (and the traffic officer) have been doing a traffic emphasis. This resulted in 261 traffic stops over the month. This resulted in 125 tickets issued, 107 warnings and 12 arrests. A large majority of the emphasis was on SR522 (Bothell Way NE) for transit lane violations.



Next month, every patrol vehicle will have a new radar system installed, replacing 20+ year old equipment. Officers are excited to have the new equipment and we will likely see an increase in tickets issued for speeding in our city.

II. Internal City Information



Thanks to a cold, dreary May, it was difficult for the city team “LFP – The Wheel Thing” to log miles for the challenge. In the end we had four riders log 196 miles in the month of May. Some miles were for fun, and others replaced trips by automobile. This year’s riders were Phillip Hill, Steve Bennett, Amy Troxell and Andrew Silvia.

Odyssey Steps Challenge

From May 4 – 31, 2022, eleven staff members participated in the Odyssey Challenge, the spring wellness challenge sponsored by AWC. The “Epic Perambulators” Team included City Administrator Phillip Hill, Finance Director Lindsey Vaughn, City Clerk Matt McLean, Records Specialist Caroline Thompson, and HR Director Lee Aalund. Epic Perambulators achieved a whopping 1,745,636 steps and finished in 59th place among 414 teams participating across Washington. The “J-Walkers” from the Municipal Court included Judge Jennifer Grant, Court Administrator Pamela McConville, Court Clerks Elizabeth Alexander and Loyce Wieshaar, and IT Manager Aaron Emmons. J-Walkers ranked #77, with a total of 1,494,738. Participation in the Odyssey Challenge helps Lake Forest Park achieve the AWC WellCity Award which gives employees and the City a 2% discount on medical insurance premiums.

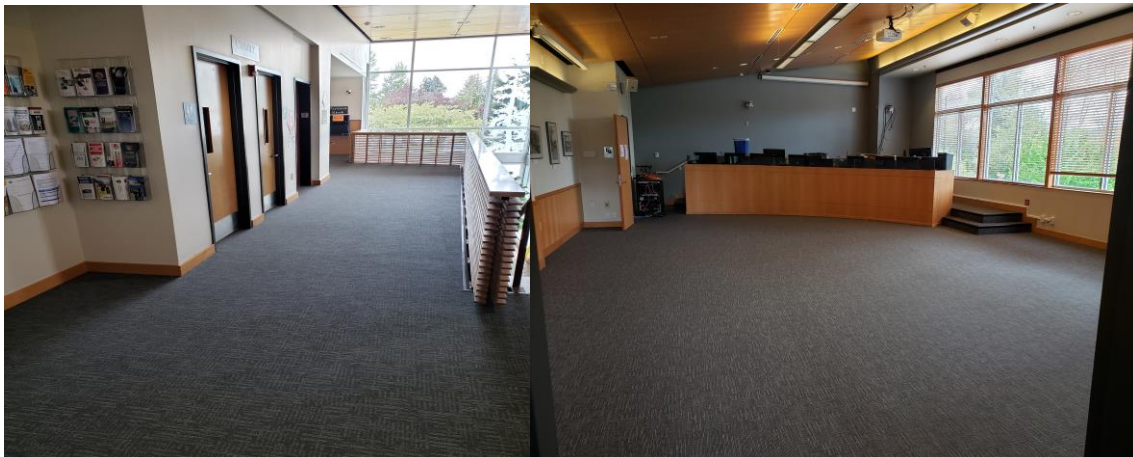
Public Works

Building Division

For the Month of May, the Building Division which includes Building Official Calvin Killman and Permit Coordinator Desirae Bearden, issued 102 permits. This is the first time the city has issued this many permits in a single month.

Operations Division

Last month, Operations worked with our contractors to paint and install new carpet in the Council Chambers and upper atrium. Public Works will continue to replace the remaining carpeted areas throughout City Hall over the next several months.



III. Council Information

IV. Response to Citizen and Council Comments**V. Contract Reporting**

Nothing to report for this period.

VI. Legislative Update**VII. Community Events**

Coffee with the Mayor

VIII. Upcoming City Sponsored Events**[Recycling Collection Event with the City of Kenmore June 11, 2022!](#)**

June 11, 2022, 9:00 AM - 3:00 PM

[More Details](#)

IX. Meetings Calendar**[Planning Commission Meeting \(virtual meeting\)](#)**

June 14, 2022, 7:00 PM - 9:00 PM

[City Council Budget & Finance Committee Special Meeting \(hybrid meeting\)](#)

June 15, 2022, 6:00 PM - 7:30 PM @ City Hall and via Zoom

[CANCELED City Council Budget & Finance Committee Meeting](#)

June 16, 2022, 6:00 PM - 7:30 PM

[CANCELED City Council Committee of the Whole Meeting](#)

June 20, 2022, 6:00 PM - 7:30 PM

City Council Committee of the Whole Special Meeting (hybrid meeting)

June 21, 2022, 6:00 PM - 7:30 PM @ City Hall and via Zoom

Parks and Recreation Advisory Board Meeting (hybrid meeting)

June 22, 2022, 7:00 PM - 8:30 PM @ City Hall and via Zoom

City Council Regular Business Meeting

June 23, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom