



White Salmon City Council Special Meeting

A G E N D A

June 27, 2024 – 4:00 PM

119 NE Church Ave and Zoom Teleconference

Meeting ID: 889 8375 2336

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/88983752336>

- I. **Call to Order**
- II. **Roll Call**
- III. **Business Items**
 - A. Approval of Employment Contract - Christopher True - PWOM
 1. Presentation
 2. Discussion
 3. Action
- IV. **Adjournment**

File Attachments for Item:

A. Approval of Employment Contract - Christopher True - PWOM

1. Presentation2. Discussion3. Action



COUNCIL REPORT

Business Item

Consent Agenda

Needs Legal Review:

Yes, Completed

Meeting Date:

6.27.24

Agenda Item:

Approval of Employment Contract- Christopher True-
Operations Manager

Presented By:

Andrew Dirks, Public Works Director

Action Required:

Approval of employment contract for Christopher True for the Public Works Operations Manager Position.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve employment contract for Christopher True for the Public Works Operations Manager Position.

Explanation of Issue:

Christopher comes to the city with 13 years of waterworks experience and will be a great addition to the PW team.

Christopher has signed the attached employment contract with a start date of Monday, July 1 and a starting salary of \$81,379.56 annually (Range 43, Step 5).

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as desired by council.

Fiscal Analysis:

The salary of \$81,379.56 will be funded through the water, wastewater, parks and streets budgets. The higher salary will be addressed in the next budget amendment but was necessary due to his vast experience.

DEI & Stakeholder Analysis:

The City of White Slamon is an equal opportunity employer and encourages all to pursue employment here.

Recommendation of Staff/Committee:

Staff recommendations Approval of employment contract for Christopher True for the Public Works Operations Manager Position.

PUBLIC WORKS OPERATIONS MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into the _____ day of _____ by and between the City of White Salmon, Washington, Non-charter code city of the State of Washington ("Employer") and Chistopher True ("Employee").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

SECTION 1. DUTIES:

- A. City agrees to employ the services of Employee as Public Works Operation Manager for the City.
 - 1. Under the authority and direction of the Public Works Director, assuming responsibility for operations of Public Works, including implementation of the City's goals, objectives, policies and priorities. I have enclosed a copy of the job description for Operations Manager.
 - 2. Provide administrative support to the Public Works Director.
- B. The Employee will report to and be supervised by the Public Works Director.
- C. Employee agrees to accept employment and act as Public Works Operation Manager (as outlined in the adopted job description attached to this agreement) for the City and to perform their duties to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the State of Washington, the City as set forth in its Personnel Manual ("Manual") or otherwise according to the Public Works Operations Manager's directives.
- D. Employee shall not engage in any activity that is, or may become, a conflict of interest, as defined by Washington law, or would be incompatible with the position of Public Works Operation Manager, or enter into a prohibited contract, as defined by Washington law.

SECTION 2. STATUS AND TERM:

- A. Employee shall be employed for an indefinite term, commencing July 1, 2024, and shall serve at the pleasure of the Mayor. Employee shall be considered an "at-will" employee of the City.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City's right to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in Section 6 of this Agreement, the laws of the State of Washington, and City ordinances.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- D. Employee agrees to remain in the exclusive employment of the City for an indefinite period of time and shall neither accept other employment nor become employed by any other employer without the prior written approval of the Mayor. The term "employed" and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self-employment, but shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee's own time, and with the advance approval of the Mayor.

SECTION 3. SALARY:

- A. City agrees to pay Employee a starting salary of \$81,379.56 (Range 43, Step 5) per annum for services, payable in equal installments at the same time as other employees of City. The City's budget will contain all salary and benefit amounts.
- B. The parties agree that Employee shall receive an appropriate cost-of-living adjustment on an annual basis, compatible with Employee's performance and not lower than the amount granted to other non-union City employees.
- C. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policy.

SECTION 4. BENEFITS:

- A. Employee shall be entitled to 5 days (40 hours) of vacation on the commencement date of Employee's employment. The City encourages employees to take regular vacation time to stay refreshed and focused on their jobs. Employee shall accrue paid annual leave in equal monthly amounts of eighty (80) hours per year. Upon completion of five years of employment, the employee shall accrue paid annual leave in equal monthly amounts of one hundred twenty (120) hours per year. If the Employee is unable to use all of their vacation leave in any calendar year, they may carry forward one week (40 hours) to the following years. There shall be no compensation for accrued and unused vacation leave at the end of each year without prior council approval. At termination, Employee shall be eligible for payout of unused vacation leave up to eighty (80) hours. If personal hardship prevents the Employee from use vacation leave, they shall apply to the City Council for an exception to the 40-hour carryover rule, provided the request is made prior to December 1, and Employee proposes taking the excess vacation time during the first six (6) months of the following year.
- B. Employee shall be entitled to 5 days (40 hours) of sick leave on the commencement date of Employee's employment. Upon commencing employment, Employee shall accrue sick leave at the rate of one day per calendar month of employment. Employee may not accrue more than 1,000 hours of sick leave. In lieu of payment, Employee may elect to transfer some or all of

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Employee's excess sick leave to another employee who has medical need for additional sick leave.

C. Employer shall provide medical, vision and dental coverage consistent with the City's employee manual.

SECTION 5. RETIREMENT:

Employer shall enroll Employee in the Public Employee Retirement System of Washington ("PERS") and to make all appropriate contributions as required.

SECTION 6. RESIGNATION, TERMINATION AND SEVERANCE PAY:

A. Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation.

B. This agreement shall be terminated upon the death or permanent disability of the Employee.

C. If Employee is terminated by City without cause (except as provided in paragraph D of this section) and during such time the Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee severance as described in paragraph E of this Section.

D. The following reasons shall constitute grounds to terminate this Agreement with cause and without payment of the severance provided in paragraph E of this Section:

1. A breach of this Agreement or the repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement that continues after written notice and a 30-day cure period;

2. Conviction of any criminal act relating to or adversely affecting Employee's employment with the City;

3. Conduct, relating to City employment, which, while not criminal in nature, violates the Manual or other reasonable standards of professional and personal conduct in some substantial manner, or that continues after written notice and a 30-day cure period; and

4. Conviction of any felony offense.

E. If Employee is terminated by City without cause (except as provided in paragraph D of this Section) prior to the end of 6-month probationary period, The City is not required to pay severance.

F. If Employee is terminated by City without cause (except as provided in paragraph D of this Section) or requested to resign for the convenience of City during such time as Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee, as severance, a cash payment identified as

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follows equal to not less than one month salary, depending upon the City's prior notice to Employee as provided below:

150-180 days notice	One Month Severance Pay
90-150 days notice	Three months severance pay
30-90 days notice	Four months severance pay
30 days or less notice	Six months severance pay

Such payment shall fully and finally release City from any and all further obligations to Employee or under this Agreement. Any severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee.

- G. It is understood that after notice of termination or resignation in any form, Employee and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement. If Employee is terminated without cause, Employee may request, and if requested, Employee shall be given, an opportunity for a public name clearing hearing with the Mayor and City Council.

SECTION 7. HOURS OF WORK:

It is expected that Employee will work at least 40 hours per week, Monday through Friday 8:00 a.m. to 5:00 p.m. When a project or program requires extended hours for successful completion, flexible scheduling is available to allow an exempt employee to vary his or her schedule on a day to-day and week-to-week basis. Flexible scheduling is subject to general controls at the department level, and the employee must be accountable to their department head to follow applicable policies regarding advance notice and approval for absences. Said hours will not be accumulative from month to month. The parties recognize that Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

SECTION 8. PERFORMANCE EVALUATION:

The Public Works Director, shall review and evaluate the performance of the Employee in six months after the date of employment followed by an annual review each year thereafter. At the date of employment, the Public Works Director will establish written goals for performance based on the goals and objectives set by Mayor and Council in their winter meeting. These standards will be shared with the Mayor and Council. Thereafter, the Employee's job performance will be evaluated against those goals by the Public Works Director and the Employee and Human Resources Committee on an annual basis. The goals and objectives of the evaluations shall be reduced to writing. Goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The annual review will also include a salary review.

SECTION 9. PROFESSIONAL DEVELOPMENT:

- A. City shall budget and pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in state and local associations and organizations, necessary for their continued professional participation, growth

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and advancement, to better serve the interests of City.

B. As budgeted funds allow the City will pay the actual costs, including travel, lodging and meal expenses, associated with Employee's attendance at the annual conference and/or training to better serve the interests of City.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The Public Works Director may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law. All provisions of City ordinances, regulations rules and the Manual as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of City, except as may be specifically agreed upon herein.

IN WITNESS WHEREOF, The City of White Salmon has caused this Agreement to be signed and executed on its behalf by the Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**EMPLOYER:
CITY OF WHITE SALMON**

EMPLOYEE:

MARLA KEETHLER, MAYOR



CHRISTOPHER TRUE

ATTEST:

APPROVED AS TO FORM ONLY:

STEPHANIE PORTER, CLERK TREASURER

SHAWN MACPHERSON, CITY ATTORNEY