



CITY COUNCIL MEETING AGENDA

This is a remote meeting due to the Covid-19 Coronavirus emergency. Details on how to attend this meeting are below. Participants may submit written comments to tsummers@cityofmilton.net. Written comments must be received prior to 12:00pm on the day of the regularly scheduled Council meeting. To speak during the public comment portion of the meeting, please call or email clerk by 5pm the day of the meeting to sign up.

Zoom Meeting ID: 883 6304 0932 Phone number 253-215-8782

**October 5, 2020
Monday**

**Regular Meeting
6:30 p.m.**

- 1. Call to Order and Flag Salute**
- 2. Roll Call of Councilmembers**
- 3. Additions/Deletions**
- 4. Citizen Participation**

During the coronavirus emergency the public will not have the opportunity to provide live comment. Written comments may be submitted to tsummers@cityofmilton.net, or someone wishing to submit a written comment may call 253-517-2705 by 12:00pm on the day of the meeting. To speak during the public comment portion of the meeting, please call or email clerk by 5pm the day of the meeting to sign up.

Council may add and take action on other items not listed on this agenda.
If you need ADA accommodations, please contact City Hall at (253) 517-2705
at least 24 hours prior to the meeting.

Thank you.

5. Consent Agenda

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

A. Minutes Approval:

- i. September 21, 2020

B. Claims Approval:

- i. Approval of checks/vouchers/disbursements numbered 67543 to 67620 in the amount of \$208,426.67.
- ii. Approval of the payroll disbursement for September 18, 2020 in the amount of \$208,715.45.

6. Regular Agenda

- A. Surprise Lake Outfall Project
- B. Playground Equipment
- C. Employee Handbook Update Resolution 20-1938

7. Council Reports

8. Director Reports

9. Mayors Report

10. Adjournment

Council may add and take action on other items not listed on this agenda.

If you need ADA accommodations, please contact City Hall at (253) 517-2705
at least 24 hours prior to the meeting.

Thank you.



Regular Meeting –via Zoom meeting # 876-4764-9914
Monday, September 21, 2020
6:30 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the meeting to order at 6:30 p.m. and led the flag salute.

ROLL CALL

Present: Councilmembers Whitaker, Johnson, Gillespie, Morton, Peretti and Whalen.

Absent: Linden

MOTION (Whalen/Morton) “motion to excuse Councilmember Linden from tonight’s meeting.”
Passed 6/0

STAFF PRESENT

Police Chief Hernandez, Public Works Director Afzali, Finance Director Robbecke, City Contract Planner Brittany Port and City Clerk Trisha Summers.

ADDITIONS/DELETIONS

None

CONSENT AGENDA

A. Check Approval Process

a. Minutes Approval:

- i. September 8, 2020 Regular Meeting
- ii. September 14, 2020 Study Session

b. Claims Approval:

- i. Approval of the checks/vouchers/disbursements numbered 67515 to 67542 in the amount of \$394,240.19.
- ii. Approval of the payroll disbursement of September 4, 2020 in the amount of \$248,028.34.

MOTION (Whalen/Peretti) “to approve the Consent Agenda.” **Passed 6/0.**

PUBLIC HEARING

A. Shoreline Master Program

Mayor Styron Sherrell opened the public hearing at 7:00 and closed it at 7:01. There were no public comments regarding this item.

REGULAR AGENDA

A. Pierce Transit Update on Bus Services in Milton

Ms. Lindsey Sehmel and Ms. Alexandra Amather of Pierce Transit spoke to council regarding current transit services and planned short and long-term services for the City of Milton and the County. Topics included how tax dollars are being invested, improvements to bus routes and access via bus services to ST South Federal Way Light Rail Station and Fife Light Rail Station.

B. Shoreline Master Program update

Contract Planner Brittany Port presented this item to council. Ms. Port went through the highlights of the SMP document and noted that after the adoption in April of 2019, it was brought to staff's attention that the initial determination per the joint review process pursuant to WAC 173-26-104 was incomplete and the initial determination of the City's SMP was never conducted. Council is now being asked to repeal Ordinance 1963-19 and replace it with this one being presented tonight after the city held the additional public hearing and added changes made after the Department of Ecology's review.

MOTION (Whalen/Whitaker) "to adopt Ordinance 1993-20 which repeals Ordinance 1963-19, adopts the newly updated Shoreline Master Program and amends Milton Municipal Code Chapter 18.12." **Passed 6/0**

C. Fire Station 124/Building A Contract for Siding

Public Works Director Nick Afzali presented this item to council. This item was budgeted for previously and the time has come that the existing siding on the building has reached its useful life. This building does not match adjacent building in material or color. Additionally, gutters and downspouts were not connected during the re-roof project in 2019 because they were waiting to be hooked up after this project was complete. The rainy season is approaching, and the gutters now need to be hooked back up.

MOTION (Peretti/Whalen) "to authorize the Mayor to execute the contract with Chinook Roofing & Gutters in an amount not to exceed \$121,550.52 for installation of new siding for Building A." **Passed 6/0**

D. Vehicle Purchase to Replace #39

Finance Director Robbecke presented this item to council. The current Parks/Facilities truck is a 2003 and is at the end of its useful life. The maintenance on the truck exceeds the value of the vehicle. It was budgeted in 2019 and is now being purchased through the State of Washington contract.

Council commented that they are happy to have the vehicle replacement program and agree that this vehicle is ready to be replaced.

MOTION (Gillespie/Johnson) “to approve the purchase of a 2020 Dodge Ram 2500 truck through the State of Washington contract in an amount not to exceed \$37,000 for a replacement vehicle for Parks/Facilities and authorize the Mayor to sign all documents necessary to execute the purchase.” **Passed 6/0**

COUNCIL REPORTS

Councilmember Whitaker-

- I hope you enjoyed the last day of Summer, Fall starts tomorrow!

Councilmember Johnson-

- Thank you to the Public Works staff and police for working in the bad air this last week.

Councilmember Gillespie-

- It’s exciting to see how the roundabouts off Pacific Highway all are laid out.

Councilmember Morton-

- Any news on asphalt repairs in the near future?
- What is the status of the irrigation project?

Councilmember Peretti-

- Good to see you all tonight. I’m glad we have some cleaner air this week.

Councilmember Whalen -

- 24th in Edgewood is all 25mph now from Milton Way/Yuma to 24th.
- Appreciate all the stripe done in Surprise Lake parking lot.
- Construction debris in old Albertsons parking lot is getting messy.
- The boxes to drop off clothes in the old Albertsons parking lot are gone and it looks better.

DIRECTOR’S REPORTS

Tony Hernandez, Police Chief-

- Batteries were stolen in the flashing pedestrian crosswalk signs again!
- Stay safe everyone!

Nick Afzali, Public Works Director-

- Will look into the construction debris issue at the Planet Fitness project.
- Just completed data on traffic study on Yuma Street between the city limits.

Michelle Robbecke, Finance Director-

- We have received some Utility Assistance program applications and are looking at changing the qualifications on the program to get more participation.

MAYOR’S REPORT

- The 1997 Kawasaki will be on the city website on September 24th. Take a look if you are interested in bidding.
- OPMA ends on October 1st. Stay tuned for meeting information for next month.
- Happy Birthday to Director Robbecke tomorrow!

ADJOURNMENT

The meeting was adjourned at 7:49 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
October 5, 2020

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount
9/15/2020	67543-67561	59,981.95
9/18/2020	67565-67567	563.31
9/24/2020	67568-67592	40,752.46
9/28/2020	ACH, EFT	50,024.32
9/29/2020	67593-67620	57,104.63

Date	Check #	Amount
9/18/2020	67562-67564, EFT, ACH	208,715.45

Total Accounts Payable:

Voids - 66446, 66008, 65269
Printer Error Checks - none

\$ 208,426.67

Total Payroll:

\$ 208,715.45

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5209	09/15/2020	Claims	1	67543	AHBL, INC	6,485.02	Planning Services
					001 - 558 60 41 000 - Professional Services	6,485.02	On-Site Planning- Dec 2019
5210	09/15/2020	Claims	1	67544	AMERICAN PUBLIC WORKS ASS APWA	166.60	2020 Additional Memberships
					406 - 531 10 49 001 - Misc/Dues & Memberships	41.65	Membership Additions- Salguero, Faucher
					401 - 533 10 49 001 - Misc/Dues & Memberships	41.65	Membership Additions- Salguero, Faucher
					403 - 534 10 49 001 - Misc/Dues & Memberships	41.65	Membership Additions- Salguero, Faucher
					101 - 542 30 49 000 - Misc/Other Exp	41.65	Membership Additions- Salguero, Faucher
5211	09/15/2020	Claims	1	67545	ASSOCIATED PETROLEUM PRODUCTS INC	1,657.39	Diesel Fuel
					406 - 531 30 32 000 - Fuel	414.35	Diesel Fuel
					401 - 533 50 32 000 - Fuel	414.34	Diesel Fuel
					403 - 534 50 32 000 - Fuel	414.35	Diesel Fuel
					101 - 542 30 32 000 - Operating Supplies/Fuel	414.35	Diesel Fuel
5212	09/15/2020	Claims	1	67546	BRIGHTVIEW LANDSCAPES, LLC	6,140.11	Monthly Grounds Maintenance
					101 - 542 30 41 000 - Professional Services	614.01	Grounds Maintenance Parks - Sept 2020
					001 - 576 80 41 000 - Professional Services	5,526.10	Grounds Maintenance Parks - Sept 2020
5213	09/15/2020	Claims	1	67547	BUENAVISTA SERVICES, INC.	1,650.00	Janitorial Services; Janitorial Services
					001 - 518 30 41 000 - Professional Services	425.50	Janitorial Services- July 2020
					001 - 518 30 41 000 - Professional Services	425.50	Janitorial Services- August 2020
					107 - 521 20 41 000 - Professional Services	185.00	Janitorial Services- July 2020
					107 - 521 20 41 000 - Professional Services	185.00	Janitorial Services- August 2020
					401 - 533 10 41 000 - Professional Services	214.50	Janitorial Services- July 2020
					401 - 533 10 41 000 - Professional Services	214.50	Janitorial Services- August 2020
5214	09/15/2020	Claims	1	67548	CASCADE COLUMBIA DISTRIBUTION	4,669.66	Water Material
					403 - 534 51 31 000 - Operating Supplies	4,669.66	Water Chlorination Tablets
5215	09/15/2020	Claims	1	67549	CHUCKALS	10,477.58	Covid 19- All City
					107 - 521 20 31 004 - Emergency Response Supplie	10,477.58	Emergency Response Supplies- All City
5216	09/15/2020	Claims	1	67550	COBALT STORAGE	206.96	Archive Storage
					001 - 518 30 45 000 - Operating Rentals and Leases	206.96	Archive Storage- Oct 2020
5217	09/15/2020	Claims	1	67551	COMCAST BUSINESS	1,539.99	Phone & Internet
					001 - 513 10 42 000 - Communication	77.00	Phone & Internet (PRI Trunk Interface)
					001 - 514 20 42 000 - Communication	77.00	Phone & Internet (PRI Trunk Interface)
					001 - 518 30 42 000 - Communication	38.50	Phone & Internet (PRI Trunk Interface)
					107 - 521 20 42 000 - Communication	231.00	Phone & Internet (PRI Trunk Interface)
					406 - 531 10 42 000 - Communication	154.00	Phone & Internet (PRI Trunk Interface)
					401 - 533 10 42 000 - Communications	358.05	Phone & Internet (PRI Trunk Interface)
					403 - 534 10 42 000 - Communication	373.45	Phone & Internet (PRI Trunk Interface)
					101 - 542 30 42 000 - Communication	77.00	Phone & Internet (PRI Trunk Interface)
					501 - 548 30 42 000 - Communications	38.50	Phone & Internet (PRI Trunk Interface)
					001 - 558 50 42 000 - Communications	38.50	Phone & Internet (PRI Trunk Interface)
					001 - 558 60 42 000 - Communication	38.50	Phone & Internet (PRI Trunk Interface)
					001 - 576 80 42 000 - Communication	38.49	Phone & Internet (PRI Trunk Interface)
5218	09/15/2020	Claims	1	67552	CORE & MAIN	710.57	Water Material
					403 - 534 50 31 000 - Office and Operating Supplie:	710.57	PVC Couplings
5219	09/15/2020	Claims	1	67553	CORLISS RESOURCES, INC.	92.40	PW Material
					406 - 531 30 31 000 - Operating Supplies	23.10	Ecology Blocks
					401 - 533 50 31 000 - Operating Supplies	23.10	Ecology Blocks
					403 - 534 50 31 000 - Office and Operating Supplie:	23.10	Ecology Blocks

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 542 30 31 000		Office and Operating Supplie:	23.10	Ecology Blocks
5220	09/15/2020	Claims	1	67554	DAVIS DOOR SERVICE INC.	1,654.65	Electric Material
			401 - 533 50 48 002		Building R & M	1,654.65	Inspection & Repair of Doors
5221	09/15/2020	Claims	1	67555	EXERCISE SCIENCE CENTER INC.	50.00	Assessment
			401 - 533 10 20 000		Personnel Benefits	50.00	Physical Assessment- C. Loye
5222	09/15/2020	Claims	1	67556	GO HAWK ELECTRIC	253.53	Refund
			401 - 343 30 45 000		Overhead Maintenance Work	-10.50	Refund Connection Fees
			403 - 343 40 17 000		Reimbursable Personnel	-150.00	Refund Connection Fees
			403 - 369 91 00 403		Miscellaneous Water Revenue	-70.00	Refund Connection Fees
			632 - 389 30 00 632		Sales Tax Collected	-23.03	Refund Connection Fees
5223	09/15/2020	Claims	1	67557	GRAINGER INC	100.28	PW Supply; Stormwater Supply
			406 - 531 30 31 000		Operating Supplies	37.49	Antifog Safety Goggles
			501 - 548 30 31 000		Office & Operating Supplies	62.79	Outlet Power Strip
5224	09/15/2020	Claims	1	67558	LLOYD ENTERPRISES, INC.	44.62	Streets Material
			101 - 542 30 31 000		Office and Operating Supplie:	44.62	Blended Potting Soil
5225	09/15/2020	Claims	1	67559	CITY OF MILTON	22,977.96	Utility Bills
			001 - 518 30 47 000		Public Utility Service	218.20	City Utility Bill
			107 - 521 20 47 000		Utilities	501.28	City Utility Bill
			406 - 531 30 47 000		Public Utility Services	255.57	City Utility Bill
			401 - 533 50 47 000		Public Utility Services	899.58	City Utility Bill
			403 - 534 50 47 000		Public Utility Services	30.19	City Utility Bill
			403 - 534 51 47 001		Public Utility Services	14,584.98	City Utility Bill
			101 - 542 30 47 000		Utilities	2,727.48	City Utility Bill
			001 - 558 50 47 000		Public Utility Services	53.84	City Utility Bill
			001 - 558 60 47 000		Public Utilities	38.73	City Utility Bill
			001 - 575 50 47 000		Public Utilities Services - CB	62.39	City Utility Bill
			001 - 575 50 47 002		Public Utilities Services - AC	576.70	City Utility Bill
			001 - 576 80 47 000		Public Utility Service	3,029.02	City Utility Bill
5226	09/15/2020	Claims	1	67560	MULTICARE CTRS OF OCCUPATIONAL MEDICINE	650.00	Exam
			001 - 518 30 20 000		Personnel Benefits	80.00	DOT Exam Richard
			107 - 521 20 20 000		Personnel Benefits	550.00	New Hire Murray, Omelanchuk
			001 - 576 80 20 000		Personnel Benefits	20.00	DOT Exam Richard
5227	09/15/2020	Claims	1	67561	NAVIA BENEFIT SOLUTIONS	454.63	FSA Claims
			632 - 589 90 00 632		Discovery Benefits Paid	454.63	FSA Claims
5328	09/18/2020	Claims	1	67565	KIORA ATTARI	260.00	Void Check Reissued
			001 - 362 00 01 000		Facility Rental	90.00	
			001 - 582 10 00 000		Refund Of Facility Rental De	350.00	
5329	09/18/2020	Claims	1	67566	JUDITH RONNING	51.00	Reissue Voided Check
			406 - 343 10 00 000		Storm Drainage Fees	-15.86	
			401 - 343 30 00 000		Electric Sales	-7.97	
			403 - 343 40 10 000		Water Sales	-27.17	
5330	09/18/2020	Claims	1	67567	CYNTHIA VIGOREAUX	252.31	Reissued Voided Check
			406 - 343 10 00 000		Storm Drainage Fees	-78.48	
			401 - 343 30 00 000		Electric Sales	-39.40	
			403 - 343 40 10 000		Water Sales	-134.43	
5380	09/24/2020	Claims	1	67568	AHBL, INC	200.57	Planning Services
			001 - 558 60 41 000		Professional Services	200.57	Milton SSBC CUP Review
5381	09/24/2020	Claims	1	67569	SHIRLEY BATTALIO	76.67	000331 - 1708 17TH AVE
			406 - 343 10 00 000		Storm Drainage Fees	-28.80	

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			401 - 343 30 00 000		- Electric Sales	-12.41	
			403 - 343 40 10 000		- Water Sales	-50.46	
			401 - 369 91 00 401		- Misc Revenue	15.00	
5382	09/24/2020	Claims	1	67570	JOHN & LESLEY CHRISTENSEN	161.84	002008 - 404 23RD AVE
			406 - 343 10 00 000		- Storm Drainage Fees	-49.12	
			401 - 343 30 00 000		- Electric Sales	-26.65	
			403 - 343 40 10 000		- Water Sales	-86.07	
5383	09/24/2020	Claims	1	67571	CORE & MAIN	2,824.05	Water Material; Water Material
			403 - 534 50 31 000		- Office and Operating Supplie:	1,944.36	PVC Pipes
			403 - 534 50 31 000		- Office and Operating Supplie:	879.69	Stainless Steel Saddle Straps
5384	09/24/2020	Claims	1	67572	DKS ASSOCIATES	4,365.00	Professional Services
			401 - 533 10 41 000		- Professional Services	4,365.00	Electrical Conservation Program
5385	09/24/2020	Claims	1	67573	RICHARD GIERTZ	10.00	000115 - 2202 13TH AVE
			406 - 343 10 00 000		- Storm Drainage Fees	-97.47	
			401 - 343 30 00 000		- Electric Sales	191.28	
			403 - 343 40 10 000		- Water Sales	-103.81	
5386	09/24/2020	Claims	1	67574	GREG & PAT KACANDA	339.51	001903 - 395 26TH AVE
			406 - 343 10 00 000		- Storm Drainage Fees	-103.04	
			401 - 343 30 00 000		- Electric Sales	-55.92	
			403 - 343 40 10 000		- Water Sales	-180.55	
5387	09/24/2020	Claims	1	67575	BETH LYONS	81.09	004234 - 2737 DIAMOND ST #B
			406 - 343 10 00 000		- Storm Drainage Fees	-24.61	
			401 - 343 30 00 000		- Electric Sales	-13.35	
			403 - 343 40 10 000		- Water Sales	-43.13	
5388	09/24/2020	Claims	1	67576	MCCARTHY & CAUSSEAU, PS	390.00	Hearing Examiner Services
			001 - 558 60 41 000		- Professional Services	390.00	Hearing Examiner Services- Gorbun
5389	09/24/2020	Claims	1	67577	DONNA MOTLAND	214.61	003238 - 2420 95TH AVE CT E
			403 - 343 40 10 000		- Water Sales	-214.61	
5390	09/24/2020	Claims	1	67578	NAVIA BENEFIT SOLUTIONS	50.00	Monthly Admin Fee
			001 - 517 30 49 000		- FSA Plan Fees	50.00	Monthly Admin Fee
5391	09/24/2020	Claims	1	67579	NORTHWEST REIGN, LLC	183.07	001267 - 1303 COMET ST -1305
			406 - 343 10 00 000		- Storm Drainage Fees	-55.56	
			401 - 343 30 00 000		- Electric Sales	-30.15	
			403 - 343 40 10 000		- Water Sales	-97.36	
5392	09/24/2020	Claims	1	67580	O'REILLY/FIRST CALL	40.63	PW Material
			403 - 534 50 31 000		- Office and Operating Supplie:	22.84	#56 Restoration Kits
			101 - 542 30 31 000		- Office and Operating Supplie:	5.71	#56 Restoration Kits
			501 - 548 30 31 000		- Office & Operating Supplies	12.08	Drip Tray
5393	09/24/2020	Claims	1	67581	PIERCE CO BUDGET & FINANCE	15,686.88	Street Striping Project; Crime Victims
			632 - 586 12 00 632		- Crime Victims Comp Fund	214.83	Crime Victims
			310 - 595 42 63 136		- Misc Striping & Markings	15,472.05	Traffic Operations Maintenance Services- June&July 2020
5394	09/24/2020	Claims	1	67582	RUSLAN & LYUBOV REGETA	12.82	003216 - 9412 28TH ST CT E
			403 - 343 40 10 000		- Water Sales	-12.82	
5395	09/24/2020	Claims	1	67583	NANCY SHATTUCK	345.00	Court Services
			001 - 512 50 41 000		- Professional Services	345.00	DV Victim Advocacy-Page 10 of 217

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5396	09/24/2020	Claims	1	67584	SITECRAFTING, INC.	75.00	Monthly Domain Hosting
					503 - 518 80 41 001 - Professional Services - IT	75.00	Monthly Domain Hosting
5397	09/24/2020	Claims	1	67585	TACOMA NEWS INC.	538.35	Legal Notice; Legal Notice; Legal Notice
					001 - 511 60 41 002 - Advertising	69.03	Ord 1992-20
					001 - 558 60 41 000 - Professional Services	256.63	Public Hearing
					001 - 558 60 41 002 - Advertising	212.69	Public Hearing
5398	09/24/2020	Claims	1	67586	UNIFIRST CORPORATION	538.71	Uniforms; Uniforms
					001 - 518 30 20 002 - Uniforms	35.72	Uniforms
					406 - 531 30 20 002 - Uniforms	109.48	Uniforms
					401 - 533 50 20 002 - Uniforms	62.18	Uniforms
					401 - 533 50 20 002 - Uniforms	108.73	Uniforms
					403 - 534 50 20 002 - Uniforms	154.79	Uniforms
					101 - 542 30 20 002 - Uniforms	13.59	Uniforms
					501 - 548 30 20 002 - Uniforms	33.05	Uniforms
					001 - 576 80 20 002 - Uniforms	21.17	Uniforms
5399	09/24/2020	Claims	1	67587	UTILITIES UNDERGROUND LOC CENT	224.84	Monthly Locates
					401 - 533 50 41 000 - Professional Services	112.42	Monthly Locates- August 2020
					403 - 534 50 41 000 - Professional Services	112.42	Monthly Locates- August 2020
5400	09/24/2020	Claims	1	67588	WA RECREATION & PARK ASSOC	275.00	Registration Fees
					406 - 531 30 49 002 - Misc/Trng, Registrations	74.25	Registration Virtual Fall Summit- Afzali
					401 - 533 10 49 002 - Misc/Trng, Registrations	77.00	Registration Virtual Fall Summit- Afzali
					403 - 534 10 49 002 - Misc/Trng, Registrations	77.00	Registration Virtual Fall Summit- Afzali
					101 - 542 30 49 002 - Misc Training/Registrations	16.50	Registration Virtual Fall Summit- Afzali
					001 - 558 60 49 002 - Misc/Trng, Registrations	27.50	Registration Virtual Fall Summit- Afzali
					001 - 576 80 49 002 - Misc/Trng, Registrations	2.75	Registration Virtual Fall Summit- Afzali
5401	09/24/2020	Claims	1	67589	WA STATE TREASURER	11,767.82	Court Remittance & Bldg Code
					632 - 586 83 00 632 - Trauma/Auto Theft/Brain Inju	804.53	Court Remittance
					632 - 586 88 00 632 - State General Fund 54 (PSEA	114.72	Court Remittance
					632 - 586 89 00 632 - Death Investigation Account	552.53	Court Remittance
					632 - 586 90 00 632 - Domestic Violence Prev Act	32.00	Court Remittance
					632 - 586 91 00 632 - State General Fund 40 (PSEA	5,859.60	Court Remittance
					632 - 586 92 00 632 - State General Fund 50 (PSEA	3,122.05	Court Remittance
					632 - 586 97 00 632 - JIS	1,222.61	Court Remittance
					632 - 586 99 00 632 - School Zone Safety	40.28	Court Remittance
					632 - 589 30 01 632 - Building Code Fees Remitted	19.50	Building Code Fees
5402	09/24/2020	Claims	1	67590	WATER MANAGEMENT LABORATORIES	931.00	Water Testing; Water Testing; Water Testing
					406 - 531 30 41 000 - Professional Services	330.00	Water Testing- Surprise Lake
					406 - 531 30 41 000 - Professional Services	195.00	Water Testing- Surprise Lake
					403 - 534 51 41 000 - Professional Services	406.00	Water Testing
5403	09/24/2020	Claims	1	67591	WEST COAST CODE CONSULTANTS	1,319.00	Plan Review/ Bldg Official Fees
					001 - 558 50 41 000 - Professional Services	1,319.00	Plan Review/ Bldg Official Fees
5404	09/24/2020	Claims	1	67592	TRACEY YANES	101.00	Refund
					001 - 321 99 00 000 - Master Business License	-101.00	Master Business License Refund
5478	09/28/2020	Claims	3	EFT SANDRA LYNN ALLEN	Judge Services	4,500.00	Judge Services
					001 - 512 50 41 000 - Professional Services	4,500.00	Monthly Judge Services
5479	09/28/2020	Claims	3	EFT CIT TECHNOLOGY (QDS)	Copier Lease	1,512.70	Copier Lease
					001 - 513 10 45 000 - Operating Rentals and Leases	264.72	Copier Lease

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 514 20 45 000		- Operating Rentals and Leases	37.82	Copier Lease
		001 - 518 30 45 000		- Operating Rentals and Leases	7.56	Copier Lease
		107 - 521 20 45 000		- Operating Rentals and Leases	397.08	Copier Lease
		406 - 531 10 45 000		- Operating Rentals and Leases	161.10	Copier Lease
		401 - 533 10 45 000		- Operating Rentals and Leases	285.90	Copier Lease
		403 - 534 10 45 000		- Operating Rentals and Leases	278.34	Copier Lease
		101 - 542 30 45 000		- Operating Rentals and Leases	15.88	Copier Lease
		501 - 548 30 45 000		- Operating Rentals & Leases	18.91	Copier Lease
		001 - 558 50 45 000		- Operating Rentals and Leases	18.91	Copier Lease
		001 - 558 60 45 000		- Operating Rentals and Leases	18.91	Copier Lease
		001 - 576 80 45 000		- Operating Rentals and Leases	7.57	Copier Lease
5480	09/28/2020	Claims	3	EFT OGDEN MURPHY WALLACE	7,100.00	Legal Services; Legal Services
		001 - 515 41 41 000		- City Attorney (External)	4,275.00	Routine Services - Aug 2020
		001 - 515 41 41 000		- City Attorney (External)	2,825.00	Professional Services
5481	09/28/2020	Claims	3	EFT PIERCE COUNTY SEWER	197.82	Sewer
		001 - 518 30 47 000		- Public Utility Service	30.83	Sewer
		107 - 521 20 47 000		- Utilities	38.81	Sewer
		401 - 533 50 41 000		- Professional Services	41.74	Sewer
		001 - 575 50 47 000		- Public Utilities Services - CB	21.48	Sewer
		001 - 575 50 47 002		- Public Utilities Services - AC	38.81	Sewer
		001 - 576 80 47 000		- Public Utility Service	26.15	Sewer
5482	09/28/2020	Claims	3	EFT SHELL FLEET PLUS	4,171.19	Fuel
		001 - 518 30 32 000		- Operating Supplies/Fuel	97.19	Fuel
		107 - 521 20 32 000		- Fuel	2,210.47	Fuel
		406 - 531 30 32 000		- Fuel	565.72	Fuel
		401 - 533 50 32 000		- Fuel	639.46	Fuel
		403 - 534 50 32 000		- Fuel	379.95	Fuel
		403 - 534 51 32 000		- Fuel	98.97	Fuel
		101 - 542 30 32 000		- Operating Supplies/Fuel	82.24	Fuel
		001 - 576 80 32 000		- Fuel	97.19	Fuel
5483	09/28/2020	Claims	3	EFT WA DEPT OF REVENUE	32,542.61	Excise Tax
		001 - 518 30 31 000		- Operating Supplies	2.21	Tax Owed - TigerChef.com
		107 - 521 20 48 001		- Vehicle Repairs and Maintena	21.74	Tax Owed - Ebay
		406 - 531 10 44 002		- Excise Tax	1,195.52	Excise Tax - Stormwater
		406 - 531 30 31 000		- Operating Supplies	2.21	Tax Owed - TigerChef.com
		401 - 533 10 44 002		- Elect Excise Tax	11,291.68	Excise Tax - Electric
		401 - 533 50 31 000		- Operating Supplies	14.09	Tax Owed - Tech Products
		401 - 533 50 31 000		- Operating Supplies	2.21	Tax Owed - TigerChef.com
		403 - 534 10 44 002		- Water Excise Tax	10,795.18	Excise Tax - Water
		403 - 534 50 31 000		- Office and Operating Supplie:	2.21	Tax Owed - TigerChef.com
		101 - 542 30 31 000		- Office and Operating Supplie:	2.21	Tax Owed - TigerChef.com
		501 - 548 30 31 000		- Office & Operating Supplies	2.23	Tax Owed - TigerChef.com
		001 - 575 50 44 002		- Taxes On Bldg Rentals	-5.25	Excise Tax - Rental
		001 - 576 80 31 000		- Operating Supplies	2.21	Tax Owed - TigerChef.com
		632 - 589 30 00 632		- Sales Tax Remitted	9,172.13	Sales Tax Collected
		407 - 594 31 63 097		- Decant Facility	42.03	Tax Owed - Test America
5446	09/29/2020	Claims	1	67593 SUZETTE R. CONNER	2,200.00	Found Property
		001 - 369 20 00 000		- Unclaimed Money & Proceed	-2,200.00	Unclaimed Found Property
5451	09/29/2020	Claims	1	67594 A WORKSAFE SERVICE, INC.	55.00	Pre-Employment Testing
		401 - 533 10 20 000		- Personnel Benefits	55.00	Pre-Employment Testing- Loye
5452	09/29/2020	Claims	1	67595 AHBL, INC	6,300.00	Planning Services
		001 - 558 60 41 000		- Professional Services	6,300.00	On-Site Planning Services- July 2020
5453	09/29/2020	Claims	1	67596 BHC CONSULTANTS LLC	1,746.28	Consulting Services

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			001 - 558 50 41 000 - Professional Services			1,746.28	Building Inspection/Plan Review- Aug 2020
5454	09/29/2020	Claims	1	67597	BUDGET BATTERIES	186.72	Fleet Material
			403 - 534 50 31 000 - Office and Operating Supplie:			149.38	#36 - Battery
			101 - 542 30 31 000 - Office and Operating Supplie:			37.34	#36 - Battery
5455	09/29/2020	Claims	1	67598	CENTURYLINK	234.68	T1 Lines
			107 - 521 20 42 000 - Communication			78.22	T1 Lines
			401 - 533 10 42 000 - Communications			78.24	T1 Lines
			403 - 534 10 42 000 - Communication			78.22	T1 Lines
5456	09/29/2020	Claims	1	67599	CHINOOK ROOFING & GUTTERS INC	2,186.29	Fire Station Reroof
			310 - 594 18 61 143 - City Hall Retrofit			2,186.29	Retainage- Fire Station Reroof
5457	09/29/2020	Claims	1	67600	CHUCKALS	669.61	Office Supplies; Office Supplies
			001 - 518 30 31 000 - Operating Supplies			4.89	Batteries, Rubber Bands, Sign Flags, Post Its, Sharpies
			406 - 531 30 31 000 - Operating Supplies			102.69	Batteries, Rubber Bands, Sign Flags, Post Its, Sharpies
			401 - 533 50 31 000 - Operating Supplies			122.25	Batteries, Rubber Bands, Sign Flags, Post Its, Sharpies
			403 - 534 50 31 000 - Office and Operating Supplie:			122.25	Batteries, Rubber Bands, Sign Flags, Post Its, Sharpies
			101 - 542 30 31 000 - Office and Operating Supplie:			19.56	Batteries, Rubber Bands, Sign Flags, Post Its, Sharpies
			501 - 548 30 31 000 - Office & Operating Supplies			107.58	Batteries, Rubber Bands, Sign Flags, Post Its, Sharpies
			001 - 558 50 31 000 - Office and Operating Supplie:			180.63	Paper, Calculator
			001 - 576 80 31 000 - Operating Supplies			9.76	Batteries, Rubber Bands, Sign Flags, Post Its, Sharpies
5458	09/29/2020	Claims	1	67601	CONSOLIDATED SUPPLY CO.	4,065.14	PW Material
			406 - 531 30 35 000 - Small Tools and Equipment			2,032.57	Chain Saw Package, 5 Gal Battery & Freight
			403 - 534 50 35 000 - Small Tools and Equipment			2,032.57	Chain Saw Package, 5 Gal Battery & Freight
5459	09/29/2020	Claims	1	67602	COPY WRIGHTS INC	156.00	Business Cards
			107 - 521 20 31 005 - Property & Evidence Supplie:			156.00	Business Cards- Murray, Sarff, Omelanchuk
5460	09/29/2020	Claims	1	67603	D.M. RECYCLING	133.95	Disposal
			402 - 594 33 62 138 - Pole Replacement Project			133.95	Recycle 30yd Haul
5461	09/29/2020	Claims	1	67604	DATA BAR INCORPORATED	3,127.76	Print & Mail
			406 - 531 10 49 003 - Misc/Outside Printing			625.55	Utility Billing Print & Mail
			401 - 533 10 49 003 - Misc/Outside Printing			1,251.10	Utility Billing Print & Mail
			403 - 534 10 49 003 - Misc/Outside Printing			1,251.11	Utility Billing Print & Mail
5462	09/29/2020	Claims	1	67605	GRAINGER INC	938.94	PW Material
			001 - 518 30 31 000 - Operating Supplies			230.21	Chainsaw, Polisher Kit
			406 - 531 30 31 000 - Operating Supplies			230.22	Chainsaw, Polisher Kit
			401 - 533 50 31 000 - Operating Supplies			62.07	Polisher Kit
			403 - 534 50 31 000 - Office and Operating Supplie:			62.07	Polisher Kit
			101 - 542 30 31 000 - Office and Operating Supplie:			62.08	Polisher Kit
			501 - 548 30 31 000 - Office & Operating Supplies			62.07	Polisher Kit
			001 - 576 80 31 000 - Operating Supplies			230.22	Chainsaw, Polisher Kit
5463	09/29/2020	Claims	1	67606	HDS WHITE CAP CONST SUPPLY	1,016.49	PW Material; PW Material
			001 - 518 30 31 000 - Operating Supplies			57.84	Nitrile Gloves, Silver High Safety Goggles

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		406 - 531 30 31 000		- Operating Supplies	57.84	Nitrile Gloves, Silver Mirror Safety Goggles
		406 - 531 30 35 000		- Small Tools and Equipment	363.64	DeWalt Impact Driver Set, DeWalt Impact Wrench, Reciprocating Saw
		403 - 534 50 31 000		- Office and Operating Supplies	57.84	Nitrile Gloves, Silver Mirror Safety Goggles
		403 - 534 50 35 000		- Small Tools and Equipment	363.65	DeWalt Impact Driver Set, DeWalt Impact Wrench, Reciprocating Saw
		101 - 542 30 31 000		- Office and Operating Supplies	57.84	Nitrile Gloves, Silver Mirror Safety Goggles
		001 - 576 80 31 000		- Operating Supplies	57.84	Nitrile Gloves, Silver Mirror Safety Goggles
5464	09/29/2020	Claims	1	67607 HONEY BUCKET	153.50	Monthly Rental
		001 - 576 80 45 000		- Operating Rentals and Leases	153.50	Monthly Rental- Interurban Trail
5465	09/29/2020	Claims	1	67608 INSIGHT PUBLIC SECTOR	22,446.86	Microsoft Licenses
		503 - 518 80 49 004		- Software Licenses/Subscriptic	22,446.86	Microsoft Licensing Agreement- Aug 2020-Aug 2021
5466	09/29/2020	Claims	1	67609 KIMBALL MIDWEST	338.44	Fleet Material
		501 - 548 30 31 000		- Office & Operating Supplies	338.44	Tap Socket Sets
5467	09/29/2020	Claims	1	67610 LLOYD ENTERPRISES, INC.	210.72	Streets Material
		406 - 531 30 31 000		- Operating Supplies	210.72	Crushed Rock
5468	09/29/2020	Claims	1	67611 PROFORCE LAW ENFORCEMENT	4,368.20	Police Material
		107 - 521 20 35 000		- Small Tools and Equipment	4,368.20	Taser and Accessories
5469	09/29/2020	Claims	1	67612 PRS GROUP, INC	2,468.80	Water Material; Water Material
		403 - 534 50 47 000		- Public Utility Services	1,268.80	Non-Hazardous Waste Disposal
		403 - 534 50 47 000		- Public Utility Services	1,200.00	Non- Hazardous Waste Disposal
5470	09/29/2020	Claims	1	67613 ROHLINGER ENTERPRISES INC.	207.44	Electric Material
		401 - 533 50 41 000		- Professional Services	207.44	Clean & Test Linemen's Gloves
5471	09/29/2020	Claims	1	67614 SAFEGUARD BUSINESS SYSTEMS	518.09	Check Stock
		001 - 514 20 31 000		- Office and Operating Supplies	518.09	Check Stock
5472	09/29/2020	Claims	1	67615 SCORE	752.46	Jail Services; Jail Services
		107 - 523 60 41 107		- Jail Services	736.00	Jail Services- Aug 2020
		107 - 523 60 41 107		- Jail Services	16.46	Jail Services- Medical Jun 2020
5473	09/29/2020	Claims	1	67616 TACOMA CITY TREASURER	480.00	Range Rental
		107 - 521 20 45 000		- Operating Rentals and Leases	480.00	Range Rental- Jul 25 2020
5474	09/29/2020	Claims	1	67617 TACOMA SCREW PRODUCTS INC.	263.84	Fleet Material
		501 - 548 30 31 000		- Office & Operating Supplies	71.09	#16 Screws, Cowhide Gloves
		501 - 548 30 35 000		- Small Tools & Equipment	192.75	Pliers
5475	09/29/2020	Claims	1	67618 UNIFIRST CORPORATION	977.42	Uniforms; Uniforms; Uniforms
		001 - 518 30 20 002		- Uniforms	35.72	Uniforms
		001 - 518 30 20 002		- Uniforms	36.31	Uniforms
		406 - 531 30 20 002		- Uniforms	109.48	Uniforms
		406 - 531 30 20 002		- Uniforms	111.19	Uniforms
		401 - 533 50 20 002		- Uniforms	62.18	Uniforms
		401 - 533 50 20 002		- Uniforms	110.76	Uniforms
		401 - 533 50 20 002		- Uniforms	63.15	Uniforms
		403 - 534 50 20 002		- Uniforms	154.82	Uniforms
		403 - 534 50 20 002		- Uniforms	157.20	Uniforms
		101 - 542 30 20 002		- Uniforms	13.56	Uniforms
		101 - 542 30 20 002		- Uniforms	13.77	Uniforms
		501 - 548 30 20 002		- Uniforms	33.05	Uniforms
		501 - 548 30 20 002		- Uniforms	33.56	Uniforms

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 576 80 20 002		Uniforms	21.17	Uniforms
			001 - 576 80 20 002		Uniforms	21.50	Uniforms
5476	09/29/2020	Claims	1	67619	TREASURY DIV.-MONEY	22.00	Safekeeping Fees
					CENTE US BANK N.A. -		
					CUSTODY TREASURY		
			001 - 514 20 49 000		Miscellaneous	22.00	Safekeeping Fees
5477	09/29/2020	Claims	1	67620	WATER MANAGEMENT	880.00	Water Testing; Water Testing
					LABORATORIES		
			403 - 534 51 41 000		Professional Services	775.00	Water Testing
			403 - 534 51 41 000		Professional Services	105.00	Water Testing
			001 General Fund			44,839.28	
			101 Street Fund			4,282.49	
			107 Criminal Justice Fund			20,632.84	
			310 Capital Improvement Fund			17,658.34	
			401 Electric Utility Fund			22,873.04	
			402 Electric Capital Improvement Fund			133.95	
			403 Water Utility Fund			44,948.02	
			406 Stormwater Utility Fund			7,856.28	
			407 Stormwater Capital Improvement Fund			42.03	
			501 Vehicle Repair & Maintenance Fund			1,006.10	
			503 Information Technology Fund			22,521.86	
			632 Custodial Fund			21,632.44	
							Claims: 208,426.67
						208,426.67	

* Transaction Has Mixed Revenue And Expense Accounts

Bank Positive Pay Upload _____

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 and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: _____

Date: _____

Payroll Disbursements

001 General Fund	45,960.89	
101 Street Fund	4,314.31	
107 Criminal Justice Fund	90,739.00	
401 Electric Utility Fund	21,810.78	
403 Water Utility Fund	27,418.73	
406 Stormwater Utility Fund	14,035.89	
501 Vehicle Repair & Maintenance Fund	4,435.85	
	<hr/>	
	208,715.45	Payroll: 208,715.45

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 and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: _____
Finance Director

Date: _____



To: Mayor Styron-Sherrell and City Councilmembers
From: Jamie Carter, City Engineer
Date: October 5, 2020
Re: **Contract Acceptance – Surprise Lake Fish Passage Pre-Engineering**

ATTACHMENTS: Contract

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: “I move to authorize the Mayor to sign the contract with PBS Environmental for \$49,896.00 to perform pre-engineering work for this project.”

Issue: The culvert that drains Surprise Lake at 23rd Ave is undersized and past its useful life. The City has for some years had this project listed in the Capital Improvement Projects list. The staff recently learned of findings of fish in the “Drain” have reprioritized and changed the scope of this project.

Discussion: Being proactive and tackling this issue before the eventual build out of the area is important to save money and future resources. The environmental implications come into play as well, as we desire to be good stewards of the natural environment within our City boundaries. Protecting fish and engineering proper lake levels are key factors in the design and the timing of the construction of this culvert. The culvert will be a large box culvert that will allow more natural fish passage and an engineered release from the Lake.

Public Involvement is critical for this project. The Lake is completely owned by private residents and we have built in a robust plan for informing, meeting with, and hearing the residents that live on and around the Lake.

Other regional projects are removing fish barriers farther downstream in the Surprise Lake Drain and the Hylebos Creek, which is where the Drain ends up. In addition, annual timing is important to a successful in-water project. There are narrow “fish windows” during the year when this kind of construction can be accomplished.

The 2020 budget allocated \$100,000 to initiate this work.

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CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT
(Project #153 – Surprise Lake Fish Passage – 23rd Ave.)

THIS Agreement is made effective as of the ____ day of October, 2020, by and between the **City of Milton, Washington** (“City”) and **PBS Engineering and Environmental Inc.** (“Consultant”).

WHEREAS, the City desires to accomplish the above-referenced project; and

WHEREAS, the City does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the project; and

WHEREAS, the Consultant has represented to the City that the Consultant is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the City, NOW, THEREFORE,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. General Purpose and Intent.

Provide engineering and related services necessary to design an outflow from Surprise Lake on 23rd Ave. that will meet State and Federal requirements for fish passage including feasibility, utility coordination, relocation and permitting, surveying, geotechnical investigations, and other civil engineering design services.

2. Services by the Consultant.

A. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the Scope of Work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

3. Schedule of Work.

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. Consultant shall complete the work described in Section I by January 31, 2021. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Consultant, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays

attributable to the Consultant, but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by circumstances beyond the control of the Consultant. All such extensions shall be in writing and shall be executed by both parties.

4. Compensation.

TIME AND MATERIALS NOT TO EXCEED – Compensation for the services described in the Scope of Work shall not exceed **\$49,896.00** without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as **Exhibit B**.

A. The Consultant shall be paid by the City for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in **Exhibit B**, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. Correction of typographical and other clerical errors made by the Consultant shall be made at no cost to the City.

B. The Consultant shall be entitled to invoice the City no more frequently than once per month during the course of the completion of work and services by the Consultant. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The City shall pay all such invoices within 45 days of submittal, unless the City gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the Consultant agrees to perform all services contemplated by this Agreement for no more than said maximum amount. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by the City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

5. Corrective Changes in Work.

The Consultant shall promptly make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by the Consultant and appearing therein when required to do so by the City. The Consultant shall make such corrective changes and revisions without additional compensation from the City. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as extra work and will be paid for as negotiated through a written amendment to the Agreement as provided in Section 2.B.

6. Coordination of Contract Documents.

This Agreement consists of this Professional Services Agreement form and **Exhibits A and B**. If there is any inconsistency between this Professional Services Agreement form and any of the Exhibits, the Professional Services Agreement form shall take precedence. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 11 and 12 shall be null and void.

7. Discrimination and Compliance with Laws.

A. The Consultant agrees not to discriminate against any employee, or applicant for employment, subcontractor, supplier or materialman, or any other person in the performance of this Agreement because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. In the performance of work under this Agreement, the Consultant shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Consultant shall obtain a City of Milton business license pursuant to the provisions of Chapter 5. 04 MMC prior to receipt of written authorization to proceed.

D. Violation of this paragraph shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

8. Termination.

A. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified in Section 15(A). In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

9. Standard of Care.

The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant. Electronic versions of all work products shall be provided to the City in a format compatible with the City software, except to the extent expressly waived in the attached exhibits.

11. Indemnification/Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness, or death of employees of the Consultant and/or damage to property, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, agents, sub-Consultants or employees, in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

12. Insurance.

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the City will be named on all insurance as an additional insured. The Consultant shall submit a certificate of insurance to the City evidencing the coverages specified above, together with an additional insured endorsement naming the City, within fifteen (15) days of the execution of this Agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this Agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City.

The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13. Assigning or Subcontracting.

The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any sub-Consultants approved by the City at the outset of this Agreement are named on **Exhibit A** attached hereto and incorporated herein by this reference as if set forth in full.

14. Independent Contractor.

The Consultant is an independent contractor for the performance of services under this Agreement. The City shall not be liable for, nor obligated to pay to the Consultant, or any employee of the Consultant, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Consultant which may arise as an incident of the Consultant performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Consultant.

15. Notice.

A. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Milton:

Attn: Mayor Shanna Styron Sherrell
1000 Laurel Street
Milton, WA 98354

Consultant:

PBS Engineering and Environmental Inc.
Attn: Dave Segal, PE, PMP
214 E. Galer St., Suite 300
Seattle, WA 98102

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of Section 15.A.

16. Non-Waiver.

Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Consultant for any breach of the Agreement by the Consultant, or for failure of the Consultant to perform work required of it under the Agreement by the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement

17. Resolution of Disputes; Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this Agreement shall be the Pierce County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

18. Taxes.

The Consultant will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Consultant.

19. Entire Agreement.

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

20. Risk of Loss.

The Consultant shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

CITY OF MILTON, WASHINGTON

By: _____
Shanna Styron Sherrell, Mayor

ATTEST:

By: _____
Trisha Summers, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By: _____
Ogden Murphy Wallace

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

Attachment A

Scope of Work

(Project #153 – Surprise Lake Fish Passage – 23rd Ave.)



September 17, 2020

Jamie Carter, PE, City Engineer
City of Milton
1000 Laurel Street
Milton, Washington 98354

Via email: jcarter@cityofmilton.net

Regarding: Scope of Work and Budget for Surprise Lake Fish Passage - 23rd Avenue Project
Milton, Washington
PBS Project 45038.001

Dear Jamie:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this scope and budget to the City of Milton (City) to provide services for the Surprise Lake Fish Passage - 23rd Avenue project (Project). This project entails the removal of a fish passage barrier at the outlet of Surprise Lake and improving the outflow of Surprise Lake to allow fish passage. The project area is located at the southwest corner of Surprise Lake in Milton, Washington.

PROJECT UNDERSTANDING AND APPROACH

PBS understands that the project goals are to conduct a feasibility/pre-engineering analysis for the removal a fish barrier at the outlet of Surprise Lake with a fish passable culvert and improve the outlet of Surprise Lake to allow fish passage. The end product will consist of a stream simulation report and a pre-engineering report. The Project will require public involvement involving adjacent property owners, lakefront homeowners, and potential future development of the adjacent 20 acre parcel.

The PBS project team consists of the following firms, and their expected roles are summarized as follows:

Firm	Role
PBS Engineering and Environmental Inc. (PBS)	Project management Hydraulics and hydrology, geomorphology Culvert design Roadway design Permitting Public involvement
Professional Land Surveyors, Inc. (PLS)	Surveying

SCOPE OF WORK

PBS proposes the following scope of work for the Surprise Lake Fish Passage – 23rd Avenue Project, which will consist of the following tasks.

TASK 100. PROJECT MANAGEMENT - PBS

This task covers project management work associated with executing the Project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage project risks
- Handle project communications
- Manage project team members
- Interact with stakeholders
- Manage the scope and project budget

More specifically, this task will include an up-to-date Microsoft Project (MS Project) schedule, regular project status updates at a minimum weekly interval, coordination of subconsultant invoicing, and a monthly project billing report.

Task 100 Deliverables

MS Project schedule (online), project updates (phone or in-person meetings), coordination with stakeholders (phone and email), consultant team attendance at a kickoff meeting, and monthly invoicing and budget analysis (PDF format).

TASK 200. FIELD INVESTIGATION SERVICES

Subtask 230. Stream and Reach Investigation - PBS

PBS will conduct a one-day reach assessment of the Surprise Lake outlet and unnamed tributary to Hylebos Creek. Along this tributary, the assessment will extend from Surprise Lake to Taylor Street East, approximately 1,500 feet downstream of the culvert crossing at 23rd Avenue.

The purpose of the assessment is to understand and identify hydraulic, hydrologic, morphologic, and sediment transport processes that will influence selection of appropriate fish passage water crossing alternatives. Collected field data will include the following: bankfull width measurements, two pebble counts to characterize bed material composition, identification of natural or manmade fish passage barriers, culvert measurements, documenting lateral and longitudinal erosion, identification of high water marks, and other relevant information to aid in the assessment and design of the proposed water crossing. Documentation will be conducted with field notes, maps, GPS points, and photographs. PBS will also flag key locations to be surveyed to support the hydraulic analysis and water crossing design.

PBS will also work with the consultant team and City staff to capitalize on existing data and information that will be necessary to efficiently perform the hydraulic and fish passage design. Existing information includes but is not limited to existing topographic surfaces, aerial photos, inspection records, maintenance reports, as-built plans, geotechnical reports, and anecdotal information.

Subtask 230 Deliverables

Observations and data will be documented in the Stream Simulation Report (subtask 430).

TASK 300. SURVEY SERVICES - PLS

Subtask 310. Field Survey and Mapping

This task covers work for land surveying and mapping.

- Conduct a field survey traverse between nearby survey reference monuments as needed to mathematically determine the property and ROW lines within the mapping area for incorporation with the topographic map.
- Conduct a 1-foot contour interval topographic mapping of the requested area, which will include 200 feet north and south of the crossing for 23rd Avenue.
- Conduct a 1-foot contour interval bathymetry mapping of the requested area, which will include 50 feet of Surprise Lake.
- The survey will map the location and elevation of all significant observable improvements such as structures, overhangs, paved areas, retaining walls, fences, visible utility covers, water courses, trees over 8-inch diameter, overhead utilities, etc.
- Subcontract with an underground utility locating service to perform up to four potholes of existing utilities within the proposed route.
- Subcontract with an underground utility locating service to surface mark the location of the underground utility lines in the full width area for pick-up during our mapping.
- Provide interior detailing (invert elevation, pipe size, material, and direction) of flow lines within accessible storm and sanitary sewer structures in the full width mapping area.
- Field mapping will be referenced to the NAD 83 horizontal datum and NAVD 88 vertical datum (preferred by most agencies) based on ties to nearby government agency survey control monuments and elevation benchmarks.
- The results of the field mapping will be digitally drafted using AutoCAD at an appropriate scale in conformance with prevailing industry CAD standards. The ROW and property lines will be incorporated with our topographic mapping.

Subtask 310 Assumptions

- Right of entry will be coordinated by the City and will be provided within the scheduled survey time. The City will acquire title reports for any mapped property.

Subtask 310 Deliverables

A "record" hard copy of the topographic map certified by a licensed professional land surveyor and a courtesy PDF. In addition, a digital file (AutoCAD format) via email and/or on CD will be provided.

TASK 400. HYDROLOGY AND HYDRAULICS - PBS

Subtask 410. Hydrology

PBS will delineate basin boundaries for the area tributary to the culvert crossing using current topographic data (LiDAR or contour mapping, as available). PBS will delineate current land use/land cover in AutoCAD using recent aerial imagery. Soil types will be determined from USDA NRCS Web Soil Survey and classified into characteristic drainage types by soil hydrologic group and/or soil descriptions.

PBS will develop a Western Washington Hydrology Model (WWHM) hydrologic model of the basin area. The WWHM model will be run to simulate existing conditions flows over the entire WWHM rainfall record. Frequency analysis will be performed to estimate 2-, 10-, 25-, 100-, and 500-year flows, and expected peak summer flows. Duration curves will be developed for annual and up to four seasonal periods.

Subtask 410 Deliverables

Results will be incorporated in the Stream Simulation Report (subtask 430) and WWHM model files will be provided, if requested.

Subtask 420. Hydraulics

PBS will develop a 1-D HEC-RAS hydraulic model for the project site using topographic data that represent current conditions. PBS will perform hydraulic modeling to ascertain the hydraulic characteristics for existing and proposed conditions necessary to support the design of the proposed water crossing structures, lake outflow, and stream design. The hydraulic model results can be used to support City-prepared permits to show that the proposed water crossing meets requirements of WAC 220-660-190. A sediment transport analysis will be conducted using hydraulic model results to assess channel stability and assist with streambed material sizing. Up to two proposed conditions alternatives will be evaluated.

Subtask 420 Deliverables

Results will be incorporated in the Stream Simulation Report (subtask 530). HEC-RAS model files will be provided upon requests.

Subtask 430. Stream Simulation Report

PBS will document findings from the hydrologic, hydraulic, and geomorphic analyses and alternatives analysis within the Stream Simulation Report. Documentation will include text, tables, and figures (PDF format) describing existing reach conditions, model development, and findings from each alternative.

Subtask 430 Deliverables

Draft and final Stream Simulation Report (PDF format) summarizing hydrologic, hydraulic, and geomorphic analyses (PDF format).

TASK 500. PRE-ENGINEERING - PBS

This subtask covers the work associated with the pre-engineering of the culvert. The results from Tasks 200, 300, 400, and 500 will be compiled into a report. A Project team workshop will occur to discuss opportunities and constraints. Using the opportunities and constraints, the Project team will develop the design to a 15% design level. The design shall be a fish passable box culvert with a daylighted channel that integrates with future 20-acre development.

The 15% design will identify alignment of the creek, culvert size, type, and configuration; roadway improvements and restoration; permit feasibility; private property impacts, possible impacts/modifications to structures; utility impacts and relocations; maintenance of traffic; ROW and easement acquisition; buffer enhancements/landscape improvements; and significant grading or walls/shoring.

The planning-level cost estimate will cover construction bid items with appropriate contingencies. Many bid elements will be grouped together where there is a lack of design detail. WSDOT bids, previous City projects, and PBS construction management group and engineering judgment will be used to identify unit prices for bid items.

Property and easement acquisition will be calculated using available resources. Construction management, design, and permitting costs will also be determined.

The analysis results will be compiled into a report.

Task 500 Deliverables

Pre-engineering report (PDF Format).

TASK 600. PUBLIC INVOLVEMENT - PBS

Subtask 610. Open House

The following will be provided for the virtual open house:

- One PowerPoint presentation depicting existing conditions and initial findings.
- Exhibit of the project area.
- One survey for the meeting attendees' responses.
- One exhibit depicting the design.
- One memo compiling the public input from the open house meeting.
- Attendance by a representative from PBS at one virtual open house event.
- PBS assistance to City staff during the virtual presentation of the two reports to City Council.

Subtask 610 Assumptions

The City will lead all public involvement activities, and PBS will supply support.

Subtask 610 Deliverables

- Three site plans/elevations of existing conditions and preferred alternative (digital).
- One PowerPoint presentation (PPTX format).
- One survey for meeting attendees.
- One memo detailing public response (PDF format).
- Attendance at one virtual meeting.

Attachment B

Billing Rates & Reimbursable Expenses

City of Milton
Scope of Work and Budget for the Surprise Lake Fish Passage - 23rd Avenue Project
August 18, 2020
Page 6 of 6

Task	Budget
100. Project Management	\$4,810
200. Field Investigation Services	\$1,630
300. Survey Services	\$10,856
400. Hydrology and Hydraulics	\$12,590
500. Pre-Engineering	\$18,430
600. Public Involvement	\$1,580
Total	\$49,896

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

SCHEDULE

Please refer to the attached schedule.

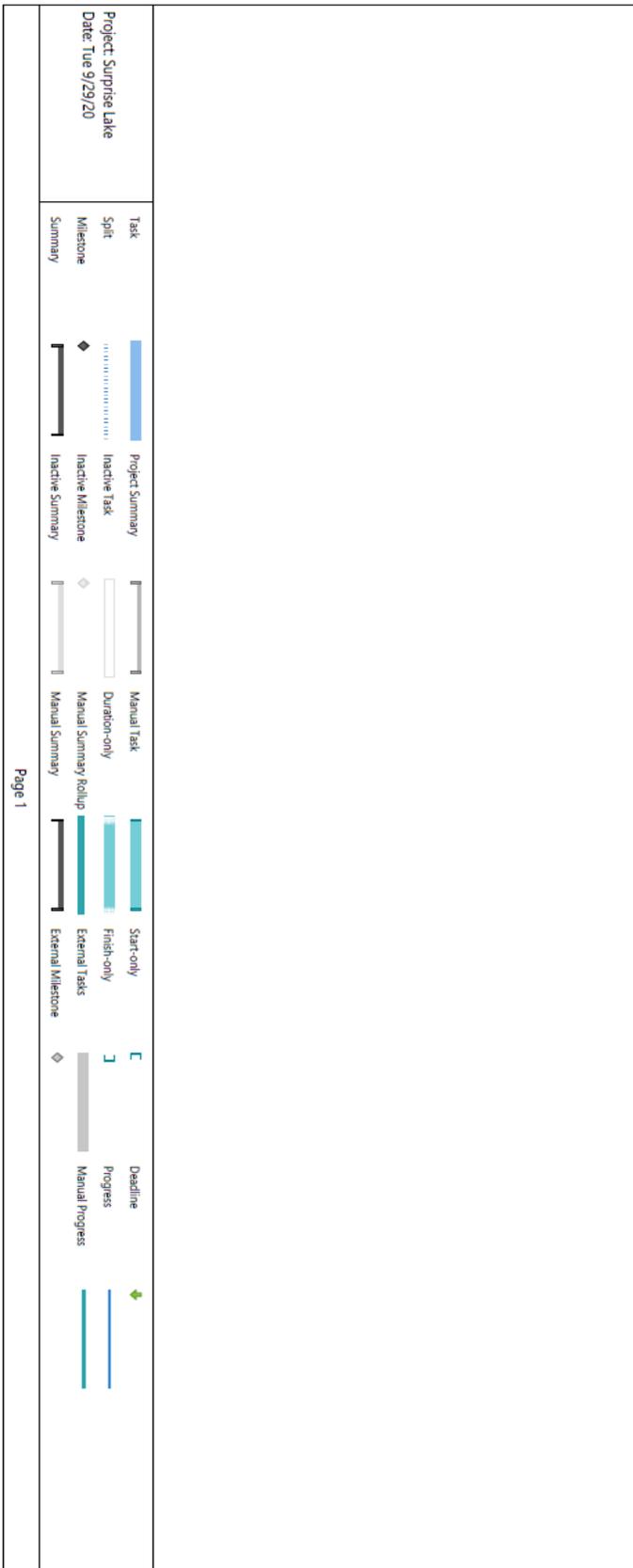
Please feel free to contact me at 425.654.8768 or dave.segal@pbsusa.com with any questions or comments.

Sincerely,

Dave Segal, PE, PMP
Senior Engineer/Operations Manager

DKE:DAS:lc

ID	Task Mode	Task Name	Duration	Start	Finish
1	■	Contract Award	0 days	Mon 10/5/20	Mon 10/5/20
2	■	Project Kickoff	0 days	Fri 10/9/20	Fri 10/9/20
3	■	Reach Survey	5 days	Mon 10/12/20	Fri 10/16/20
4	■	Survey and Boundary	10 days	Mon 10/26/20	Fri 11/6/20
5	■	Hydrology Hydraulics	5 days	Mon 11/9/20	Fri 11/13/20
6	■	Stream Sim Report	10 days	Mon 11/16/20	Fri 11/27/20
7	■	Pre-engineering	20 days	Mon 11/23/20	Fri 12/18/20
8	■	Open House	0 days	Fri 12/18/20	Fri 12/18/20



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Agenda Item #:6B

To: Mayor Shanna Styron Sherrell and City Council Members
From: Nick Afzali, Public Works Director
Date: October 5, 2020
Re: Contract Acceptance- Milton Community Park Playground Equipment

ATTACHMENTS: Contract

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommended Motion: “I move to authorize the Mayor to execute the contract with GameTime C/O Great Western Recreation in an amount not to exceed \$137,239.60 for removing and disposing of existing playground equipment, site preparation, installing interlocking tile, and installing new playground equipment.”

Issue: The current playground equipment at the Milton Community Park is outdated and reaching the end of its useful life, therefore, needing replacement. Additionally, the existing playground equipment does not meet current safety standards. The playground area surface consists of wood chips which requires a high level of maintenance and will be replaced with rubberized interlocking tiles.

Fiscal Impact/Source of Funds: This project was advertised to three vendors on September 8, 2020 selected from the MRSC Roster: GameTime C/O Great Western Recreation, Buell Recreation LLC, and Northwest Playground Equipment, Inc. The selected vendor is GameTime c/o Great Western Recreation with a quote of \$137,239.60. This expenditure was included in the 2020 adopted budget under 594.76.65.118 Playground Equipment Fund. The current 2020 budget amount in this account is \$100,000.00. The difference of \$37,239.60 will be drawn from the Citywide Park improvement fund (310) which has a balance of \$75,000.00.

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**CITY OF MILTON
PUBLIC WORKS CONTRACT**

(Milton Community Park Playground Equipment - Project #118)

THIS CONTRACT, is made this ____ day of October, 2020 by and between the City of Milton (hereinafter referred as “City”), a Washington Municipal Corporation, and GameTime C/O Great Western Recreation (hereinafter referred to as “Contractor”), doing business at PO Box 680121, Fort Payne, AL 35967.

WHEREAS, Contractor is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Contractor for the provision of such services for purchasing and installing playground equipment and interlocking tile surfacing, and Contractor agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follow:

1. **WORK:** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:

- Plans and Contract Drawings: [Attachment:] [N/A:]
- Scope of Work: [Attachment:] [N/A:]
- General Provisions: [Attachment:] [N/A:]
- Special Provisions: [Attachment:] [N/A:]
- Bid Documents: [Attachment:] [N/A:]
- Bid Proposal: [Attachment:] [N/A:]
- Schedule of Prevailing Wages: [Provided by Contractor:] [N/A:]
- Performance and/or Payment Bond: [Required:] [Waived by City:]
- Addenda (if any): [Attachment:]

* All Provisions required by law to be inserted in this Contract whether actually attached hereto or not.

The Contractor shall provide and bear the expense of all materials, equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of one (1) year after completion of this Contract.

2. **PAYMENT:** Payment for the work as described in the Contract shall not exceed one hundred thirty-seven thousand two hundred thirty-nine dollars and sixty cents (**\$137,239.60**), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **GENERAL ADMINISTRATION:** The Contract administrator, Nick Afzali, Public Works Director of the City of Milton shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **FINAL PAYMENT:** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by the Contract except those required to be withheld by law or as otherwise provided herein.
5. **NOTICE TO PROCEED / COMPLETION TIME:** The Contractor shall begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and shall carry on such work regularly and uninterrupted thereafter with such force as to secure its completion **within 30** calendar days (holidays and weekends excluded), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **OWNERSHIP OF DOCUMENTS:** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **INDEMNITY / HOLD HARMLESS:** The Contractor shall fully indemnify, protect, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The Contractor's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of Contractor's employees, contractor, consultants and agents.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. **BONDS / SURETY:** *(City must select one of the following options by checking the applicable box):*
 - Standard Option:** The Contractor shall provide a performance and/or payment bond in an amount equal to the contract price. The bond must be approved by the City prior to the execution of the Contract. The bond shall be released thirty days after the date of final

acceptance of the work performed under this Contract, and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Waiver Option – Contracts OVER \$50K (*City Waives Bond*):

The Contractor shall provide a Certificate of Insurance (COI) providing coverage described in Section 15.A.2 of this contract.

Performance Surety Option: In lieu of retainage and a performance and payment bond, the City shall withhold 10% of all progress payments, excluding any applied tax, for the duration of the work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all work performed under this Contract, including any change orders, or receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. No interest shall be accrued nor paid to the Contractor on the retained amount. The City may, at its option, attach and expend the Performance Surety to cover any costs to complete any outstanding work or work deemed unacceptable under this contract (RCW 39.08.010 (3), (4) & (5)). **This option may be used for contracts of \$150,000 or less and at the Contractor's request.**

Waiver Option – Contracts UNDER \$50K: Pursuant to RCW 39.04.155(3), the City waives the bonding requirements for this Contract. **This option may only be used for contracts under \$50,000 and for which the Limited Public Works contractor selection process was used.**

9. **SUBLETTING OR ASSIGNING OF CONTRACTS:** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
10. **RELATIONSHIP OF PARTIES:** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
11. **WARRANTY:** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
12. **CORRECTION OF DEFECTS:** Contractor shall be responsible for correcting, at no cost to the City, all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in

workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

The provisions of this section are separate from and additional to the Contractor's obligations under Section 7. The provisions of this section shall survive the expiration or termination of this Contract.

13. **CLAIMS:** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment hereunder. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of the additional claim and fully describes such claim.
14. **CONTRACTOR'S RISK OF LOSS:** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
15. **INSURANCE:** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees.

A. **Minimum Scope of Insurance:** Contractor shall obtain insurance of the types described below:

1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance: Contractor shall maintain the following insurance limits:

1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

E. Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractor: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

G. No Limitation: Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

16. **COMPLIANCE WITH LAWS**: Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Without prejudice to any other remedy of the City, any violation by Contractor of any applicable law or regulation shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

17. **JOB SAFETY**: Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

18. **BIDDER & SUBCONTRACTOR RESPONSIBILITY / PREVAILING WAGES**: Contractor shall certify compliance with the bidder responsibility criteria of RCW 39.04.350(1) and (2) prior to execution of this Contract. Pursuant to the requirement of RCW 39.06.020, the Contractor shall verify the bidder

responsibility criteria for all of its first-tier subcontractors at the time of subcontract execution. A subcontractor of any tier hiring other subcontractors shall verify the bidder responsibility criteria for each of its subcontractors at the time of subcontract execution.

This Contract is subject to the requirements of chapter 39.12 RCW relating to prevailing wages. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

19. **TERMINATION:** This contract shall expire upon satisfactory completion of the work described in the Scope of Work (**Attachment A**) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

The contractor shall complete the work described in **Attachment A** by December 31, 2020.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (**Attachment A**) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include without limitation all legal costs incurred by the City to protect the rights and interests of the City under the Contract.

20. **EXTENT OF CONTRACT / MODIFICATION:** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.
21. **NONDISCRIMINATION:** In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, Contractor, its subcontractors or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, sexual orientation, marital status,

national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

22. **PUBLIC RECORDS DISCLOSURE:** Contractor acknowledges that the City is an agency governed by the public records disclosure requirements set forth in Chapter 42.56 RCW. Contractor shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Contractor and related to the services performed under this Contractor. Upon written demand by the City, the Contractor shall furnish the City with full and complete copies of any such records within five business days.

Contractor's failure to timely provide such records upon demand shall be deemed a material breach of this Contractor. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Contractor shall fully indemnify and hold harmless the City as set forth in Section 7.

For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts.

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

23. **DISPUTE RESOLUTION:** Should any dispute, misunderstanding or conflict arise under this Contract, the matter shall be referred to the Mayor, whose decision shall be final. The Superior Court for Pierce County, Washington, shall be the exclusive venue for any litigation arising out of this Contract. Both parties hereby consent to the jurisdiction of said court. In the event of any such litigation, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Contract shall be governed by and construed in accordance with the laws of the State of Washington.
24. **VERIFICATION:** Pursuant to RCW 39.06.020, Contractor shall verify the applicable responsibility criteria for each first tier subcontractor, and shall ensure that all subcontractors of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every subcontract of every tier.
25. **UTILITY LOCATION:** The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.
26. **TRENCH SAFETY SYSTEMS:** All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296 155-650-655.
27. **ENVIRONMENTAL REGULATION:** Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney's fees incurred as a result of non-compliance with this section.

28. **NONWAIVER:** The failure of the City of Milton to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year above written.

CITY OF MILTON

By: _____
Mayor

CONTRACTOR

By: _____

Title: _____

Taxpayer ID #: _____

CITY CONTACT

Patrick Mendiola

City of Milton
1000 Laurel Street
Milton, WA 98354
Phone: 253-922-8738 Phone:
Fax: 253-922-3466 Fax:

CONTRACTOR CONTACT

GameTime C/O Great Western Recreation

Attn: Lindsey Erwin _____

PO Box 680121

Fort Payne, AL 35967

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

BID

For: Milton Community Park Playground Equipment (Project #118)

This contract shall include all material, equipment, labor, license and permit fees, taxes and any other associated costs. The bid price shall be lump sum.

BASE BID

The Base Bid shall include all work as shown in these specifications.

Base Bid Amount	\$ 115,093.69
Freight	\$ 9,783.11
WSST @ 9.9%	\$ 12,362.80
TOTAL BASE BID	<u>\$ 137,239.60</u>

The undersigned has read these specifications and is familiar with the site and requirements of this construction project. The bid amount presented in this contract is a lump sum price to perform all work necessary to complete this project.

Contractor Name: GameTime C/O Great Western Recreation

Address: PO Box 680121 City/State: Fort Payne, AL Zip: 35967

Phone: 435-245-5055 Fax: 435-245-5057

Signature: _____

Attachment A

Scope of Work

Project # 118 (Milton Community Park Playground Equipment)

This project will remove and dispose of existing playground equipment, site preparation, install interlocking tile, and install playground equipment.



GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

09/18/2020
 Quote #101579-01-04

Milton Community Park Option 1 Tile Surfacing 2020 Grant Updated

Milton Parks & Recreation
 Attn: Shanna S Sherrell
 1000 Laurel Street
 Milton, WA 98354
 Phone: 253-517-2705
 sstyronsherrell@cityofmilton.net

Ship to Zip 98354

Quantity	Part #	Description	Unit Price	Amount
1	4841	GameTime - Maze Wheel Ass'Y	\$169.00	\$169.00
1	19002	GameTime - Single Gizmo Panel	\$483.00	\$483.00
1	4842	GameTime - Echo Chamber Ass'Y	\$109.00	\$109.00
1	12964	GameTime - Single Gizmo Panel	\$305.00	\$305.00
1	19433	GameTime - Wrinkle Wall Attachment 3'	\$2,446.00	\$2,446.00
1	12728	GameTime - Single Seat P/T	\$339.00	\$339.00
1	18671	GameTime - Shingle Roof	\$709.00	\$709.00
1	19198	GameTime - 26" Bubble Panel	\$727.00	\$727.00
1	19035	GameTime - Optional Access Step (3' & 5')	\$770.00	\$770.00
1	19285	GameTime - Transfer Platform W/ Guardrail 3'	\$2,262.00	\$2,262.00
1	18201	GameTime - 36" Tri Punched Deck P/T	\$503.00	\$503.00
1	19044	GameTime - Straight Crawl Tube(1 Deck Span)	\$1,382.00	\$1,382.00
1	19122	GameTime - Wave Zip Slide (2'-6" & 3')	\$1,230.00	\$1,230.00
1	18200	GameTime - 36" Sq Punched Deck P/T 1.3125	\$769.00	\$769.00
3	12024	GameTime - 3 1/2" Uprt Ass'Y Alum 9'	\$281.00	\$843.00
4	12027	GameTime - 3 1/2" Uprt Ass'Y Alum 12'	\$364.00	\$1,456.00
1	39015	GameTime - Small Conifer	\$1,352.00	\$1,352.00
1	19791	GameTime - Dbl Rumble & Roll 2'-6"/3'	\$2,138.00	\$2,138.00
1	19439	GameTime - 3 in a Row Panel	\$1,991.00	\$1,991.00
1	19763	GameTime - Edge Climber Attachment 5'6/6'0	\$2,283.00	\$2,283.00
1	19427	GameTime - Single Spiral	\$4,062.00	\$4,062.00
3	18200	GameTime - 36" Sq Punched Deck P/T 1.3125	\$769.00	\$2,307.00
1	18679	GameTime - Bongos	\$240.00	\$240.00
1	19348	GameTime - Metal Half Panel W/ Steering Wheel	\$633.00	\$633.00
1	19035	GameTime - Optional Access Step (3' & 5')	\$770.00	\$770.00
1	19285	GameTime - Transfer Platform W/ Guardrail 3'	\$2,262.00	\$2,262.00
1	19086	GameTime - Ganza	\$788.00	\$788.00
1	19007	GameTime - Transfer System W/Barrier (3' Rise)	\$2,799.00	\$2,799.00





GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

09/18/2020
 Quote #101579-01-04

Milton Community Park Option 1 Tile Surfacing 2020 Grant Updated

Quantity	Part #	Description	Unit Price	Amount
1	19198	GameTime - 26" Bubble Panel	\$727.00	\$727.00
1	18699	GameTime - Storefront Panel 36"	\$491.00	\$491.00
1	19001	GameTime - Entry Way	\$319.00	\$319.00
1	19291	GameTime - 2' Kickplate W/ Rung	\$549.00	\$549.00
1	19669	GameTime - Whirlwind Climber 8'	\$2,094.00	\$2,094.00
1	12027	GameTime - 3 1/2" Uprt Ass'Y Alum 12'	\$364.00	\$364.00
2	12025	GameTime - 3 1/2" Uprt Ass'Y Alum 10'	\$308.00	\$616.00
2	12024	GameTime - 3 1/2" Uprt Ass'Y Alum 9'	\$281.00	\$562.00
4	G12069	GameTime - 3 1/2"Uprt Ass'Y Galv 14'	\$377.00	\$1,508.00
1	12069	GameTime - 3 1/2"Uprt Ass'Y Alum 14'	\$420.00	\$420.00
2	6143	GameTime - Whirlwind Seat Straight (F/S)	\$656.00	\$1,312.00
1	6200	GameTime - Sky Runner (F/S)	\$2,854.00	\$2,854.00
1	5165	GameTime - Expression Swing w Adaptive Seat 3 1/2	\$1,952.00	\$1,952.00
2	SS8910	GameTime - Belt Seat 3 1/2" /8' W/Clevis	\$287.00	\$574.00
1	5152	GameTime - Pt Solo Add-A-Bay 3 1/2" X 8'	\$733.00	\$733.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,257.00	\$1,257.00
1	TILE	GT-Impax - Interlocking Tile Surfacing - 2'x2' 3-1/4"- Includes: Play Structure Area: 604 Interlocking Tiles 50 Ramped Edges 4 Outside 90 Corner 1 ADA Ramp Swing Area: 262 Interlocking Tiles 33 Ramp Edges 4 Outside 90 Corner 1 ADA Ramp 63 Tubes Binder	\$34,760.00	\$34,760.00
1	INSTALL	Install - Site Prep and Asphalt	\$16,667.00	\$16,667.00
1	INSTALL	Install - Installation of Tile Surfacing	\$8,334.00	\$8,334.00
1	INSTALL	Install - Receive/Unload Tile	\$778.00	\$778.00
1	INSTALL	Install - Installation of new equipment	\$15,167.00	\$15,167.00
1	INSTALL	Install - Demo and disposal of existing equipment and EWF	\$4,445.00	\$4,445.00
1	INSTALL	Install - Receive and unload equipment on site	\$834.00	\$834.00
1	INSTALL	Install - Site prep and grading for new playground and old playground750915	\$834.00	\$834.00





GameTime C/O Great Western Recreation
 P.O. Box 680121
 Fort Payne, AL 35967
 Office: 435-245-5055 Fax: 435-245-5057
 www.gwpark.com

09/18/2020
 Quote #101579-01-04

Milton Community Park Option 1 Tile Surfacing 2020 Grant Updated

Quantity	Part #	Description	Unit Price	Amount
			Sub Total	\$134,278.00
			Grant	(\$19,184.31)
			Freight	\$9,783.11
			Tax	\$12,362.80
			Total	\$137,239.60

Comments

****Pricing is based on Grant 2020 pricing. Must be ordered by October 31, 2020 and ship by December 31, 2020 in order to qualify for Grant pricing*****

Your sales representative is Lindsey Erwin. Please contact Lindsey, at 253-988-7201, for any additional information regarding this quote.

Ship to:
 1000 Laurel Street
 Milton, WA 98354

Site location:
 15th and Milton Way
 Milton, WA 98354

Freight costs are based on shipping address provided.

Customer is responsible for offloading.

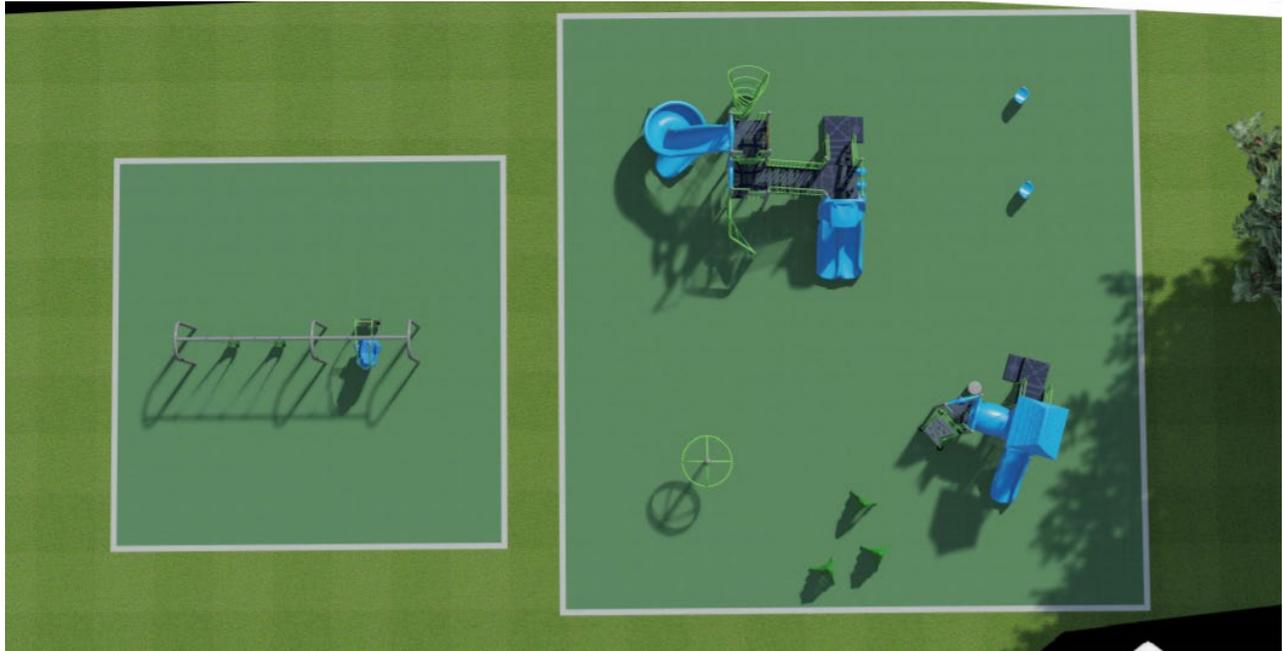
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To: City Councilmembers
From: Mayor Styron Sherrell
Date: October 5, 2020
Re: **Update to Employee Handbook**

ATTACHMENTS: 1. Exempt Employee Policy (Red-Lined and Clean)
2. Resolution 20-1938

TYPE OF ACTION:
 Information Only Discussion Action Expenditure Required

Recommendation/Action: **At the October 19, 2020 meeting** “I move to adopt the attached Resolution 20-1938 adopting the updated Employee Handbook.”

Issue: The Employee Handbook was adopted in 1998 and hasn't been updated since August of 2016. The changes reflected in the handbook were items already addressed in Collective Bargaining Agreements and Exempt Policy. The Employee Handbook will no longer contain items that are specific to either unions or exempt staff. Additionally, updated policies pertaining to current leave, discrimination and accommodation laws have been added to the handbook. The handbook has been reviewed by the City Attorney and suggested changes by the attorney have been incorporated.

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Employee Handbook ~~Personnel Manual and~~ ~~Procedures Policies~~

~~Revision Date 3/11/2016~~



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~~Personnel and Procedures Policies~~

~~Vision Statement~~

~~Introduction to the Manual~~

~~A city for all ages striving to maintain its small-town character and support for strong schools, public safety and neighborhood unity balances the need to grow and prosper in a sustainable manner with the environmental, political, economic and social desires of the city.~~

~~A great place to raise a family with interconnected and attractive parks, trails and public spaces complimentary of the natural environment, critical areas and valuable natural resources for the enjoyment of future generations.~~

~~A city that understands the relationship between commerce and healthy livable cities; an understanding that guides the need to support business and economic growth, in harmony with the city's small-town charm.~~

~~This Manual is an official publication of the City of Milton adopted by the Mayor and the Milton City Council on November 16, 1998. This manual replaces and supersedes any previous personnel policies, procedures, and regulations of the city. This Policy manual contains the guidelines which are intended for use administratively within the city to better serve city operations and discipline. Violations of any of the policies, procedures, or regulations contained in this manual may be ground for disciplinary actions.~~

~~None of the provisions in the manual shall be deemed to create a contractual right by an employee no to limit the power of the city to repeal or modify these rules. The city reserves the right to deviate from these polices in certain situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost effective services to our community.~~

~~Cities are often the victims of frivolous lawsuits. People suing cities often attempt to use policy manuals and guidelines as standards for imposing liability on cities and employees. The contents of this manual do not set the standards for imposing legal liability against the city. As the author of these guidelines, the city specifically rejects the belief that the contents of the policy manual should be admissible in any court. The contents of this manual are goals which the city strives to meet, and in many instances contains goals which far exceed the standard which would impose liability on the city. Because the contents of this manual should not be admissible in court, no expert witness should rely upon these contents to form opinions about the conduct of any city employee or agent.~~

This ~~Personnel Policies and Procedures Manual~~ **Employee Handbook** is a general information guide to the City's current employment policies and procedures. The City recognizes that departments may establish policies and procedures that are specific to their department. None of the provisions in this manual shall be deemed to create a contractual right by any employee nor to limit the power of the City to repeal or modify these rules. This manual revokes and supersedes any prior manuals or handbooks you may have received. The City reserves the right to deviate from these policies in certain situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost-effective services to its citizens.

These policies and procedures shall apply to all City employees. They shall not apply, unless otherwise stated, to elected officials and independent contractors **and** volunteers, ~~volunteer firefighters, or volunteer firefighter officers~~. In the event of a conflict between these policies and any collective bargaining agreement, civil service rule, State or Federal law, the terms and conditions of **that** agreement, rule, or law shall prevail. In other cases, these policies and procedures shall govern.

The ~~Mayor Chief Administrative Officer~~ shall establish a labor and management committee that will meet periodically but not less than twice a year. The committee will meet to review and recommend modification, amendment, addition and/or repeal of these personnel policies and procedures.

Unless specific rights are granted to employees through bargaining agreements, civil service rules, or elsewhere, all employees of the City are considered at-will employees. Their employment and compensation may be terminated, with or without cause, at the option of either the employee or the City.

Definitions

This policy provides definitions of various actions, entities, positions, processes, documents, and duties employed in the day-today operations of the City.

Acting in Capacity Assignment: Temporary assignment of an employee to perform duties and responsibilities of a job classification other than such employees usual job assignment. In the event an acting-in-capacity assignment involves increased authority in the workplace, the assigned employee shall exercise such increased authority in the workplace. The assigned employee shall exercise such increased authority in accordance with directions from the department director with the approval of the Chief Administrative Officer.

~~**Administrative Employee:** A City employee assigned to staff work for Executive Management. May perform lead responsibility and coordinate work of other employees. May be classified confidential or management personnel.~~

Anniversary Date: The yearly return of the day and month corresponding with the employee's date of hire.

~~**Applicant:** A person who has made formal application for employment with the City.~~

Appointment: A position (authorized by the City Council and Mayor) filled by the Appointing Authority. Appointments include full-time, orientation, provisional, and part-time. Status levels of employment with the City are as follows.

- **Full Time** – A position which is scheduled for an average of 40 or more continuous hours per week for a period longer than six (6) months or twelve (12) months for identified Civil Service positions. The scheduled duration of full-time position shall not affect an employee’s at-will employment status.
- **Regular** – A full-time employee who has completed the orientation period.
- ~~**Orientations Employee** – A full-time employee who is performing in a working-test period during which time the employee serves at the pleasure of the city.~~
- **Part-Time Regular** – A position in which the employee regularly works less than forty (40) hours per week but not less than twenty (20) hours per week. Part-time regular employees shall accrue vacation, sick leave, and holiday benefits in direct ratio to the hours worked.
- **Part-Time Non - Regular** – A position in which the employee regularly works less than twenty (20) hours per week or occasionally may work more than twenty (20) hours per week and up to forty (40) hours per week on a seasonal basis.
- **Provisional** – A limited civil service appointment of a certified or non-certified person to either a classified position which is not vacant but is currently unfilled due to an authorized leave-of- absence or classified position for which there is no current eligible register.
- **At-Will** – An employee who serves at the pleasure of the Appointing Authority. This includes, but is not limited to, Department Directors, orientation, part-time employees, provisional employees, and temporary employees. At-will employment can be terminated with or without cause, by either the employee or the City.
- **Temporary** – An assigned position not to exceed one hundred (100) calendar days and not required to belong to the Union.

Authorized Position- A position authorized through the budget process by the City Council and approved by the ~~Mayor~~ **Chief Administrative Officer**.

~~**Chief Administrative Officer Mayor:**~~ The Mayor is the **elected** Chief Administrative Officer and responsible for the proper administration of all City departments and programs.

Classification: A single position or a group of positions in the City sufficiently alike in duties,

authority, and responsibilities that the same qualifications may be required and the same rate of pay can be equitably applied to all positions in the group.

Confidential Employee: Acting in a confidential capacity, assists a person who formulates, determines, and effectuates management policies in the area of collective bargaining.

City Council: The elected legislative body of the City government.

Continuous Services: An employee's work history in a regular budgeted position which has no break in service other than approved leave with pay or approved leave without pay for a period not exceeding one year. In an unusual case, because of military service, the time limitation may be extended.

Demotion: The movement of an employee from a position in one classification to a position in another classification having a lower salary range. A non-disciplinary demotion shall not reflect discredit on an employee.

Department Director: An at-will employee who has responsibility for the management of one or more departments on behalf of the City.

Exempt Employee: Exempt employees are not eligible to receive overtime compensation based upon criteria established by the Fair Labor Standards Act and Washington State Law.

Immediate Family: ~~An employee's immediate family means the spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-children, step-father, step-mother, step-brother, step-sister, and grandparents on both sides.~~

Job Description: The written description of a position containing title, responsibilities, and minimum qualifications, to include knowledge, skills, abilities, training, experience, and possible licensing.

Job Evaluation: The process of determining the proper classification, rating, or value of an individual job in relation to other jobs within and outside the organization.

Layoff: A separation from service because of lack of funds, abolishment of a position, or for other reasons not reflecting discredit on an employee.

~~**Mayor:** The elected Chief Administrative Office of the City~~

Personnel Action: Any action taken with reference to appointment, compensation, promotion, demotion, transfer, layoff, dismissal, or any disciplinary action affecting status of employment.

Personnel File: Confidential personnel records of every City employee maintained and

controlled by ~~Human Resources the Chief Administrative Officer of the City, or his/her designee,~~
at City Hall.

Position: A group of current duties and responsibilities assigned by appointing authority requiring the employment of one person that is established by the legislative body of the City.

~~**Orientation:** The final phase of the selection process. A working test period during which an employee is required to demonstrate his/her ability and capacity to perform the duties of the position to which she/he has been appointed.~~

Promotion: The movement of an employee from a position in one class to another class requiring increased duties and responsibilities, requiring greater pay and qualifications, and providing a higher maximum rate of pay.

Reclassification: Change in allocation of an individual position by raising it to a classification having a higher salary range, reducing it to a classification having lower salary range, or moving it to another classification at the same level on the basis of significant changes in the kind, difficulty, or responsibility of work performed in the position.

Recognized Employee Organization: Any organization or union which includes employees of the City and which has as one of its primary purposes the representation of employees in their employment relations with the City and has become recognized by the City under the procedures as outlined in the State Collective Bargaining Law, RCW Chapter 41.56.

Reinstatement: The return of an employee to his/her former position in the service of the City within five years after layoff or at any time after successful appeal of a suspension, reduction in rank, termination. If the employee is a union employee the reinstatement (recall) shall be strictly on the basis of seniority to any previously held classification if a vacancy occurs because of a layoff or reclassification.

Resignation: The voluntary action by an employee of terminating her/his employment with the City

Seniority: The priority of an employee based on the length of the employee's continuous service to the City since the employees last date of hire.

Supervisory Employee: A City employee that reports to management and directs or assigns daily activities of one or more employees. Authority includes recommendations for hiring, termination, discipline, and evaluation of employees within the department.

Severance Pay: Additional compensation that may be provided by the City at the time of separation of employment from the City.

Suspension: A temporary removal from duty without pay of an employee for disciplinary purposes or for the purpose of investigation of accusations brought against an employee.

Termination: The cessation of employment with the City.

Transfer: A change of an employee from one position to another position in the same or different classification having the same salary range.

Vacancy: An established budgeted position which is not occupied.

Equal Opportunity Employment

The City of Milton is an equal employment opportunity employer. This means that the city does not discriminate against any applicant or employee on the basis of protected class status. All applicants and employees will be recruited, selected, trained, promoted, compensated, and if appropriate, disciplined or terminated without regard to race, color, religion or creed, ethnicity, national origin, sex, age (over 40), marital status, pregnancy or maternity, sexual orientation, gender expression or gender identity, veteran status, use of a guide or service animal, genetic information, or the presence of any sensory, mental, or physical disability (unless based on a bona fide occupational qualification).

Unlawful discrimination occurs when the city bases a decision it has made about an applicant or employee on the applicant/employee's protected class status (e.g., race, religion, sex), rather than the applicant/employee's qualifications, conduct, performance, or other lawful reasons. Your protected class status will not be the basis for any decision the city makes about you.

Any applicant/employee who feels that he/she has been the victim of unlawful discrimination in violation of this policy should report this concern to their Director. If the applicant/employee believes the Director is involved in the violation, or otherwise does not feel comfortable reporting to this person, the applicant/employee should report this concern to the Mayor.

The city will look into the merits of any allegation reported to it. This may include an investigation by a qualified investigator who is either an employee or a professional employed outside of the city.

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.

Disability Accommodation

The City of Milton is committed to maintaining an inclusive workforce where people of all abilities contribute to our workforce. It is the policy of the City of Milton to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

The city will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job; unless doing so causes a direct threat to these individuals or others in the workplace, and the threat cannot be eliminated by reasonable accommodation, and/or if the accommodation

creates an undue hardship to the city.

Service Animal Accommodation

The City of Milton prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to work or having a pet in city - controlled buildings and premises, with the exception of service animals for a person with disabilities. A person with a disability uses a service animal as an auxiliary aid. In compliance with the ADA, service animals are welcome in all buildings on city property and may attend any class, meeting or other event. There may be an exception to certain areas. Employees requesting accommodation for a disability that includes a service animal must contact Human Resources and complete a Documentation of Disability form. All service animals must be registered with HR.

A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- Assisting individuals who are blind or have low vision with navigation and other tasks.
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.
- Providing non-violent protection or rescue work.
- Pulling a wheelchair.
- Assisting an individual during a seizure.
- Alerting individuals to the presence of allergens.
- Retrieving items such as medicine or the telephone.
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities.
- Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals into all areas of public facilities and private businesses where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility (e.g., from a surgery or burn unit in a hospital in which a sterile field is required).

A public entity or a private business may ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

Requirements of Service Animals and Their Owners Include

- All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current. Animals must wear a rabies vaccination tag.
- All dogs must be licensed per state law.
- Service animals must wear an owner identification tag which includes the name and phone number of the owner at all times.
- Animals must be in good health.
- The owner must provide HR with information as to how the animal accommodates the individual's disability.

Reasonable behavior is expected from service animals while on city property. The owners of disruptive and aggressive service animals may be asked to remove them from city facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner takes significant steps to mitigate the behavior.

Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The owner is expected to clean and dispose of all animal waste.

Religious Accommodation

The City of Milton will provide reasonable accommodation of the sincerely held religious beliefs and practices of our employees. This may include accommodation of religious beliefs or practices regarding diets, work schedules, dress and appearance, or other issues.

Procedure to Request Accommodation

Any applicant/employee who seeks reasonable accommodation for a disability or a sincerely held religious belief and practice should report this request to their supervisor. If the applicant/employee does not feel comfortable making the request to the Supervisor, he/she should make the request to their Director instead.

A request for reasonable accommodation will trigger the interactive process. The interactive process may involve communications between you, the city, and either your medical providers (disability) or clergy (religion) to obtain information on your limitations, the duration of the limitations, and what accommodations can reasonably be offered you. You may be required to sign releases or disclosures that will allow your medical providers to communicate with the city regarding a medical condition for which you are seeking reasonable accommodation.

The city will decide whether any accommodation can be reasonably offered after obtaining relevant information from the applicant/employee, his/her supervisors, and the applicant's/employee's medical providers or clergy.

Personal information that you submit about your disability will be kept confidential, except for cases where (i) your supervisor needs to be informed of work restrictions or necessary accommodations, (ii) first aid or safety personnel need to be informed in order to provide emergency treatment, or (iii) Government officials need to be informed in compliance with the OFCCP, Ability One/Source America requirements, or the Americans with Disabilities Act. In such cases, personal information is only released to the minimum extent necessary and you are assured that your information will be used in ways that are consistent with Section 503 of the Rehabilitation Act. Our intention is simply to ensure that the city's work environment is welcoming to people of all abilities.

Policy Against Anti-Harassment

It is the City's policy to provide a workplace free from all illegal forms of verbal, physical and visual harassment. All employees and volunteers are expected to be sensitive to and respectful of their co-workers and others with whom they come into contact while representing the City. All illegal forms of harassment are prohibited, whether due to sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, actual or perceived disability, political ideology, military service, or any other reason.

Examples of conduct that constitutes harassment the City prohibits include, but are not limited to:

- a. Epithets, slurs, negative stereotyping or threatening, intimidating, or hostile acts that are related to sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.
- b. Written or graphic material displayed, possessed, or circulated in any City workplace (including vehicles) or on any City device that denigrates or shows hostility or aversion toward an individual or group because of their sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.
- c. Intimidating, hostile, derogatory, contemptuous or otherwise offensive conduct or remarks that are directed at a person because of that person's sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.
- d. Retaliatory behavior such as making slanderous or libelous statements, withholding communication, information, resources, employment benefits, or entitlements because of an individual or group's sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.

DISABILITY DISCRIMINATION PROHIBITED

It is the policy of the City to comply with the Americans with Disabilities Act and the State of Washington statutes regarding handicap discrimination. The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability. The City will reasonably accommodate qualified individuals with disabilities provided the accommodation does not create an undue hardship for the City resources. To be qualified for employment with the City, a disabled person must be able to perform the essential job functions with reasonable accommodation. Employees whose disabilities require workplace accommodation are asked to seek the assistance of the City in order to initiate a mutual discussion of the employee's and City's needs. The City will determine reasonable accommodation to provide employment services, employ or continue the employment of a qualified individual with a disability, persons with a record of such impairment or persons regarded as having such impairment.

LIFE THREATENING/COMMUNICABLE DISEASES

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves, their co-workers, or the public whom they serve. The City will work to preserve the safety of all of its employees and reserves the right, to the extent allowed by law, to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow City employees or the public may exist.

SEXUAL HARASSMENT PROHIBITED

Sexual harassment is a form of sex discrimination and is illegal. Sexual harassment is inappropriate and offensive and will not be tolerated by the City.

Sexual harassment is defined as intimidating, hostile, derogatory, and contemptuous or otherwise offensive conduct or remarks made because of sex, whether or not the remarks themselves are sexual in nature. The conduct or remarks may be directed at an individual, a group, or the work environment in general. Sexual harassment is also defined as unwelcome conduct of a sexual nature which is deliberate and/or repeated. Such behavior is prohibited if:

- a. Submission to such conduct is either a stated or suggested condition of employment;
- b. Acceptance or rejection of such conduct becomes part of a supervisor's employment decision (such as hiring, firing, promotion, or job assignment);
- c. Such conduct has the purpose or effect of interfering with a person's work; or
- d. The conduct creates an intimidating, offensive, or hostile work environment.

Examples of sexual harassment include, but are not limited to:

- a. Graphic or suggestive comments about someone's body or manner of dress.
- b. Gossip, questions, or comments about someone's sexual conduct or orientation.
- c. Vulgarity, leering, inappropriate touching and obscene or suggestive gestures.
- d. Display, possession, or circulation in the workplace of sexually suggestive photographs, cartoons, graffiti, e-mails and the like, or displaying, transmitting, or downloading of those types of inappropriate or offensive messages from the Internet.
- e. Unwelcome and repeated pressure for sexual activity, flirtations, requests for dates and the like by any employee.
- f. Unwelcome but apparently sanction-free sexual advances by a manager or supervisor to a subordinate or any other employee.
- g. Solicitation or coercion of sexual activity, dates or the like by the implied or express promise of rewards or preferential treatment by any employee.
- h. Solicitation or coercion of sexual activity, dates or the like by the implied or express threat of punishment by any employee.
- i. Sexual assault.
- j. Intimidating, hostile, derogatory, contemptuous or otherwise offensive conductor remarks that are directed at a person because of that person's sex, whether or not the remarks themselves are sexual in nature.
- k. Retaliation against an employee for refusing sexual or social overtures, for complaining about sexual harassment, or for cooperating with the investigation of a complaint.

1. Stalking employees either on or off City premises or on or off work hours.

DISCRIMINATION / HARASSMENT REPORTING PROCEDURE

Employees Responsibilities:

Harassment, particularly sexual harassment, can be difficult to define. For this reason, the City requires employees to use the City's harassment reporting policy without worrying about whether the conduct involved would be considered harassment in a legal sense. If an employee considers the conduct to be harassment or the behavior to be inappropriate, the employee must report it promptly to a supervisor, a Department Director, Human Resources, the City Administrator or the Mayor. This guideline is intended to assist the City in addressing not only illegal harassment, but also any conduct that is offensive and inappropriate.

The City requires employees to report all incidents of harassment or inappropriate behavior as soon as possible. The City wants to provide employees with a pleasant and productive working environment, but it cannot do that if these issues are not brought to the City's attention.

If at any time an employee believes he/she is subjected to harassment, if any employee becomes aware of such conduct being directed at someone else, or if an employee believes another employee has received either more favorable or unfavorable treatment because of harassment, the employee must promptly notify a supervisor, a Department Director, Human Resources, the City Administrator or Mayor. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of the employee's job: supervisors, co-workers, customers, vendors, members of boards or commissions, or others.

Any employee who experiences or observes harassment, including sexual harassment, may, at his or her option, choose to confront and deal with the harassment to the best of his/her ability. However, no employee is required to do so under any circumstances. Even if an employee chooses to confront the situation directly, the harassment must still be reported to a supervisor, a Department Director, Human Resources, the City Administrator or the Mayor. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of the employee's job: supervisors, co-workers, customers, vendors, members of boards or commissions, or others.

Each employee is responsible for creating an atmosphere free of discrimination and harassment in any form. Each employee is responsible for respecting the rights of co-workers and others, including the citizens we serve.

Persons in a supervisory relationship are not permitted to have romantic or sexual relationships with each other. A supervisory relationship is one in which one of the individuals has the authority or practical power to supervise, hire, terminate, or discipline an employee, where one individual has decision making authority over an employee, or is responsible for auditing, evaluating, or reviewing the work of an employee.

Management and Supervisory Responsibilities:

Management and supervisory personnel of the City are responsible for being aware of the potential for harassment within their work unit and ensuring a work environment free from all types of harassment, including sexual harassment.

Because of the potential for miscommunication, effects on morale, abuses of authority, misunderstandings, and conflicts of interest, the City does not permit supervisors to have romantic or sexual relations with any person within their chain of supervision. This prohibition applies to all employees who have the authority or practical

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power to supervise, hire, terminate or discipline another employee, who have decision making authority over another employee, or who are responsible for auditing, evaluating, or reviewing the work of another employee.

When a supervisor or manager is confronted with a harassment complaint, he/she is required to:

- a. Inform their Department Director.
- b. Inform the ~~City Administrator or the~~ Mayor.
- c. Determine the nature and extent of the complaint.
- d. Co-ordinate with the Director to determine the most appropriate and effective response to the complaint.
- e. Take appropriate action to correct the problem including disciplinary action if warranted.

Investigating Reported Incidents:

All investigations will be conducted under the following guidelines:

All complaints will be kept confidential to the fullest extent possible. This means they will be disclosed only to witnesses and others as necessary to allow the City to investigate and respond to the complaint, to management, and others as may be required by law. Founded allegations of misconduct are public records, and the City is required, upon appropriate request, to release this information.

All employees are expected to cooperate fully with investigatory proceedings and answer all questions truthfully and completely in an investigation. Anyone who the City concludes has failed to cooperate fully, made evasive, misleading, inaccurate, incomplete, or false statements, or otherwise impeded an investigation in any way is subject to disciplinary action up to and including termination. The City will take whatever action it deems necessary to prevent an offense from being repeated.

The City will not permit retaliation against anyone who makes a good-faith complaint or who cooperates in good faith in an investigation. Anyone who the City concludes has engaged in retaliation is subject to disciplinary action up to and including immediate termination. Disciplinary action will depend on the gravity of the offense. The City will take whatever action it deems necessary to prevent an offense from being repeated.

COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City policies. For this reason, the City provides its employees with procedures for resolving complaints. These procedures apply for other than harassment or discrimination complaints.

Step 1: Employees should first try to resolve any problem or complaint with their supervisor.

Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies, the employee should attempt to resolve the problem with his/her Department Director. The Department Director will respond to the employee in writing within five (5) days after meeting with him/her, whenever possible.

Step 3: If the employee is not satisfied with the response from the Department Director, the employee may submit the problem, in writing, to the Mayor, City Administrator, or Human Resources. The written complaint must contain, at a minimum:

- a. A description of the problem;
- b. A specific policy or procedure which the employee believes has been violated or misapplied;
- c. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
- d. The remedy sought by the employee to resolve the complaint.

The written complaint must be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee becomes aware of the circumstances.

The Mayor or **the Mayor's appointed** representative may meet with the parties, either individually or together, and will usually respond in writing to the aggrieved employee within ten (10) days of the meeting. The Mayor's response and decision shall be final and binding.

Certain employees may have more than one source of dispute resolution rights, i.e. the City's Civil Service rules, a collective bargaining agreement, if any, and this complaint process. Employees represented by a bargaining unit or who are covered under Civil Service rules should follow grievance procedures set out in their respective labor contracts or Civil Service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

Knowledge of Manual contents

~~It will be the responsibility of every city employee to have knowledge of all policies, procedures and regulations contained in this manual.~~

Equal Opportunity Employment

- ~~a) The City is an equal opportunity employer (EOE). The City employs, trains, promotes, terminates, and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. These polies and procedures shall be applied without regard to any individual's sex, race, color, religion, national origin, age, medical condition, disability, or any other basis prohibited by local, state, or federal law.~~
- ~~b) The City will not discriminate against applicants or employees with disabilities. Disabilities will be reasonably accommodated, if possible, unless the disability prevents proper performance of an essential element of the job.~~

- ~~e) All recruitment, selection, placement, training, and termination decisions made by the City will be based solely upon job-related qualifications and abilities. In some cases, seniority may be treated as a factor to be considered.~~
- ~~d) All other personnel policies and procedures of the City, such as compensation, benefits, discipline, and safety and health benefits, will be administered without regard to race, color, religion, sex, age, national origin, medical condition, disability or another basis prohibited by local, state, or federal law.~~
- ~~e) Employees who have EOE-related questions, problems, or complaints should first communicate their concerns to their immediate supervisor. If they are dissatisfied with the supervisors handling of the matter, they may pursue their complaint by using the City's formal complaint procedures.~~
- ~~f) The City identifies itself as an Equal Opportunity Employer (EOE) in advertising for employees, in recruiting literature, in employee information, and in all day today operations.~~

Approved: _____ Revised: _____

1.2 — Life Threatening Illnesses

- ~~a) As long as employees with life threatening illnesses such as cancer, heart disease, or AIDS/HIV conditions or communicable diseases such as tuberculosis or influenza, are able to meet acceptable performance standards and medical evidence indicates that their conditions are not a threat to themselves or others, the City will ensure that they are treated consistently with other employees. The City also has an obligation to provide a safe environment for all employees and for the public. Every precaution should be taken to ensure that an employee's condition does not present a health or safety threat to other employees or the public.~~
- ~~b) The City recognizes that in situations involving life-threatening illnesses, all personnel must recognize that an employee's health condition is personal, and confidential, and reasonable precautions shall be taken to protect information regarding an employee's health condition.~~
- ~~e) Department directors should contact the Chief Administrative Officer, or designee, if there is reason to believe that an employee needs information about terminal illness or a specific life-threatening illness, or if such supervisor requires additional information or guidance in managing a situation that involves an employee with a life-threatening illness.~~
- ~~d) If warranted, reasonable accommodation will be made for employees with life-threatening illnesses consistent with the needs of the City.~~

Approved: _____ Revised: _____

1.3 Anti-Harassment

- ~~a) It is the policy of the City to provide a work environment which is free from discrimination and intimidation. The City will not tolerate any form of harassment. Prompt action which may include disciplinary action will be taken against an employee who commits or participates in any form of harassment.~~
- ~~b) General workplace harassment is defined as actions that intimidate, ridicule, insult, exploit, or degrade an individual.~~
- ~~c) Harassment includes unsolicited remarks, gestures, or physical contact; displays or circulation of written materials or pictures derogatory to either gender or to racial, ethnic, or religious groups or basing personnel decisions on an employee's response to sexually oriented requests.~~
- ~~d) Engaging in any act that discriminates against another employee because of race, color, national orientations, sex, religion, creed, marital or veteran status, age, the presence of a physical, mental or sensory disability, or any other basis prohibited by local, state, or federal laws will not be tolerated.~~
- ~~e) Sexual harassment is defined as unwanted, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct which has the effect of creating an offensive, intimidating, degrading, or hostile work environment or adversely interferes with or affects an employee's work performance.~~
- ~~f) All employees are to be advised of this policy to assure them that they are not to endure insulting, degrading, or expletive sexual treatment or any other form of harassment or unlawful discriminatory behavior.~~
- ~~g) Any employee who believes that he/she has been the subject of sexual harassment should report the alleged act immediately to their immediate supervisor or department director. In the event that the harassment involves the supervisor or director he/she should notify the Chief Administrative Officer, or designee. Supervisors and directors who receive a sexual harassment complaint shall diligently investigate the matter and question all employees who may have knowledge of the alleged incident or similar problems. Both the complaint and the investigative steps and findings shall be documented as thoroughly as possible. Any supervisor or other employee who has been found, after appropriate investigation, to have sexually harassed another employee will be subject to disciplinary action, up to and including termination.~~
- ~~h) No employee shall willfully and with malice bring forth or threaten to bring forth a~~

~~false accusation of sexual harassment contemplated solely to damage, harm, “get even with,” or otherwise intimidate a co-worker, supervisor, or director. False accusations will result in disciplinary action, up to and including termination.~~

~~i) The creation of an intimidating, hostile, or offensive work environment may include such actions as persistent comments on a worker’s sexual preferences or the display of obscene or sexually oriented photographs or drawings.~~

~~j) No employee will be subject to any form of retaliations or discipline for pursuing a harassment complaint.~~

Approved: _____ Revised: _____

Safety

The City of Milton has a Safety Committee composed of employees from work sites in the City. The Safety Committee will meet at least every quarter to review safety issues, problems and review any accidents that have occurred. They shall make safety recommendations to each department director for implementation. They shall also conduct an annual safety review of all city work sites.

Employees are responsible for following health and safety procedures and using the safety equipment according to their training. Sound judgment and safe practices in the workplace should be exercised by all employees. Employees are responsible for reporting hazardous or potentially hazardous situations to their supervisors.

Employees injured on the job must report the incident to their supervisor as soon as possible. The employee will receive an Employee Accident Report form. All employees injured on the job are required to complete the Employee Accident Report form, even if they do not plan to seek medical treatment.

If the injury requires medical care, the employee is responsible for notifying the physician that the injury is work related and that a Department of Labor and Industries (L&I) claim should be opened.

The city has an active light duty program and can accommodate many restrictions in a temporary light duty job. Employees are responsible for providing their supervisor with a detailed set of restrictions after each visit to their physician. Employees who decline medically appropriate light duty work, or employees who do not respond to or keep in touch with their supervisor following an on the job injury are subject to disciplinary action, up to and including termination.

The city does not tolerate retaliation against any employee who, in good faith, reports a work-related injury or pursues an L&I claim for a work-related injury. Any employee 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. If the applicant/employee Human Resources is involved in the violation, or otherwise does not feel comfortable reporting to this person, the applicant/employee should report this concern to the Mayor.

The city will look into the merits of any allegation reported to it. This may include an investigation by a qualified investigator who is either an employee or a professional employed outside of the city.

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.

HIRING, PERFORMANCE, AND GENERAL EMPLOYMENT

Recruitment and Hiring

The City of Milton recruits and hires employees in full compliance with its obligations under federal and state law.

Hiring Process

Human Resources will post the position both internally and externally, screen candidates, and provide the hiring manager with those individuals most qualified to fill the position. The Mayor may at his/ her discretion use internal or external process unless a specific process is required by law or an applicable collective bargaining agreement.

Each applicant must complete an application prior to an employment interview. Resumes may supplement, but not replace, the City's official application. Any applicant supplying false or misleading information is subject to immediate termination, if hired. Interviewers will treat applicants fairly, consistently, and respectfully during the interview process, and may ask only questions that relate to the applicant's ability to succeed in the position.

Job Descriptions

Job descriptions are an essential part of the hiring process. Job descriptions document the guidelines for a position and are used to determine the most qualified candidate for a position, the appropriate wage or salary and as a training tool for new and existing employees. Job descriptions are subject to change, and if a position customarily performs duties not listed in the job description, updates may be necessary.

Extending an Offer of Employment

Upon successful completion of the interview process, the city will extend a conditional offer of employment. If the applicant accepts the conditional job offer, Human Resources will begin the process of conducting required reference and background checks. A drug test, medical evaluation and driving abstract may also be required depending on the job the applicant is applying for. Certain employees in a law enforcement capacity may also be required to participate in a polygraph test when permitted by state law.

A candidate may be disqualified from consideration if found physically unable to perform the duties of the position and the individual's condition cannot be reasonably accommodated in the workplace; the candidate refuses to submit to an examination or complete medical history forms; the drug test reveals use of controlled substances or the candidate fails to successfully pass other tests or examinations that may be required by the city.

New Employee Orientation

Orientation programs are designed to familiarize new employees with the city and its culture, as well as communicate the requirements and expectations of the job. The city wants to do everything possible to ensure employees feel comfortable in our work environment and have the tools necessary to succeed.

New employee materials are distributed at the time of hire and throughout the first 30 days. It is the employee's responsibility to read the information provided. The materials contain important information regarding basic policies, and other information that may better acquaint new employees with the City of Milton, including:

- Health and Safety Programs
- Organization Information / Tour of the City
- Employee Handbook
- Proper timecard completion
- Benefits
- Paydays

Employees are encouraged to go to their supervisors, Director or Human Resources with any questions they may have after reading the orientation materials.

Employee Handbook

Every employee, upon being issued a handbook, will sign a dated form indicating that he/she has received it. ~~The employee is then required to read the manual within 30 days of receiving it. At the end of 30 days, the employee will be required to sign an additional form indicating that they have read, understood, and will adhere to the provisions of the manual.~~ It is the responsibility of each employee to read, understand and refer to the handbook.

Purchasing Policy

This policy provides the guidelines for the expenditures of the City.

- A. Guidelines on Purchases. All expenses of the City must be consistent with Washington State laws. The use of City funds for inappropriate or illegal purposes or in support of such activities is forbidden and punishable by law.
 1. Established limits of authority for directors, Mayor, and City Council for amounts included in the current year budget:
 - a. Purchases up to the amount of \$5,000 may be approved by the signature of the Department Director. It is recommended that the department obtain three bids or quotes prior to obligating city funds.
 - b. Purchases valued between \$5,000 and \$7,500 may be authorized by the Department Director and the Mayor together. It is recommended that the department obtain three bids or quotes prior to obligating city funds.

- c. Purchases valued between \$7,500 and \$15,000 must be authorized by the Department Director and the Mayor. Three written bids or quotes must be obtained prior to obligating city funds.
 - d. Purchases valued between \$15,000 and \$25,000 must be authorized by the Department Director and the Mayor. The bid process prescribed by RCW and MMC must be adhered to prior to obligating city funds.
 - e. Purchases valued over \$25,000 must be authorized by the Department Director, the Mayor, and City Council. The bid process prescribed by RCW and MMC must be adhered to prior to obligating city funds.
2. Purchases for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.
 3. Purchases by Employees:
 - a. Purchases must have prior approval of the Department Director or Public Works Superintendent. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.

B. Guidelines on Obligations for Services

1. Established limits of authority for directors, Mayor, and City Council for amounts included in the current year budget:
 - a. Obligations for Services up to the amount of \$5,000 may be approved by the signature of the Department Director.
 - b. Obligations for Services valued between \$5,000 and \$7,500 may be authorized by the Department Director and the Mayor together.
 - c. Obligations for Services valued between \$7,500 and \$25,000 must be authorized by the Department Director and the Mayor.
 - d. Obligations for Services valued over \$25,000 must be authorized by the Department Director, the Mayor, and City Council.
2. Obligations for Services for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.
3. Obligations for Services by Employees:
 - a. Obligations for Services must have prior approval of the Department Director or Public Works Superintendent. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.

CHAPTER 3 – CITY CREDIT/PURCHASE CARD SYSTEM

- A. Credit/purchase card use. The director of finance shall implement and maintain the following system for the distribution, authorization and control of credit/purchase cards issued to or for the benefit of the city and used by city officials and employees.
- B. Distribution. Credit cards may be distributed to those city officials and employees who, in the opinion of the Mayor or his/her designee, have job responsibilities that would benefit or otherwise be facilitated by use of credit/purchase cards.
- C. Authorization and control. The director of finance shall develop specific administrative guidelines and accounting controls to ensure the proper usage of credit/purchase cards and related funds. Credit/purchase cards are to be used when it is in the best interest of city administrative affairs.
- D. Application. The individual holder, upon prior approval of the director of finance or his/her designee, shall use each credit/purchase card in a responsible manner.
- E. Credit limits. The director of finance or his/her designee shall set credit/purchase limits on each card issued subject to final approval by the Mayor or his/her designee. Individual purchases shall not exceed \$5,000, and in no event shall the credit/purchase card limit exceed \$10,000 for any individual credit/purchase card account without preapproval of the Mayor or his/her designee.
- F. Credit card/purchase card restriction. The following will be considered an unauthorized purchase or use of any city credit/purchase card:
 - 1. Cash advances;
 - 2. Payment of statements;
 - 3. Purchases where an open charge account would be utilized; and
 - 4. Personal purchases of any kind.
- G. Disallowed charges. Disallowed charges or charges not properly identified will be paid by the employee before the charge card/purchase billing is due. Failure to do so will render the employee personally liable where the city shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the employee up to the unpaid amount, plus interest and/or fees at the rate charged by the bank that issued the cost. Employee shall not use the credit/purchase card if any disallowed charges are outstanding.
 - 1. The act of obtaining a city credit/purchase card does not indicate preapproval of expenditures.
- H. Return of credit/purchase card. The employee shall return all city credit/ purchase cards at the request of the director of finance or designee, or upon separation of employment. Final paycheck will be held until all outstanding city property has been returned.
- I. Administrative procedures. The city administrator or mayor and director of finance are authorized to implement administrative procedures necessary to implement the provisions of this chapter.

Auto and Driving Policy

Vehicle Operation and Drivers Record Checks

To establish procedures which provide vehicles for business use, to allow employees to drive on City business. These procedures affect all departments and all non-uniformed city departments.

1. Procedure.

- A. Operation Guidelines of City Vehicles. All employees who are authorized to drive a City vehicle must have a current, valid Washington State Driver's license and always carry it with them. It is the employee's responsibility to advise their supervisor and Human Resources when an expired license has been renewed. All Employees must also maintain a safe driving record that meets the minimum criteria set forth below.

As a driver of a City vehicle, employees must observe all traffic laws, drive safely and defensively in the performance of their duties and maintain the security of the vehicle and its contents. Employees are responsible for any driving infractions or fines because of their driving.

- 1) Except where explicitly authorized by an employment contract or other written documentation, City vehicles are to be used for official City business only.
- 2) Employees may not drive any vehicles for City business without prior approval of their supervisor. Employees approved to drive on City business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability.
- 3) Employees who require regular driving for business as an essential job function must, as a condition of employment, be able to meet all the driver approval standards of these procedures always.
- 4) Employees who need transportation during their normal work may be assigned a City vehicle for their use. All other employees needing transportation for City business may use vehicles assigned to their department or those drawn from the motor pool. As a last alternative, when no City vehicles are available, employees may use their own vehicles for business purposes with prior approval of their supervisor.
- 5) Non-employee and Non-business passengers are prohibited from riding in City vehicles, i.e., family and friends.
- 6) Employees must report any accident, theft, or malicious damage involving a City vehicle to their supervisor and the Human Resources Department, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than twenty-four hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigation officers.
- 7) Employees are not permitted, under any circumstances, to operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of injury, illness or medication.

8) Employees shall not operate any City vehicle at any time or operate any personal vehicle while on City business while using or consuming alcohol, illegal drugs, or prescription medications that may affect their ability to drive. The City has a zero-tolerance practice prohibiting operators of vehicles from drinking alcohol, consuming illegal drugs, and taking prescription medications that affect ability to drive. Employees shall not text or email when driving on City business. **If there is reasonable suspicion that an employee may be under the influence, employee will be tested for drug and alcohol impairment.**

- B. Operation of Personal Vehicle on City Business. In the event an employee drives their personal vehicle on City business, the employee will be reimbursed at the mileage rate currently in effect from the Internal Revenue Service upon the submittal of a travel expense voucher to the Finance Department. The employee shall have proof of automobile insurance on file with the City, as the employee's insurance will apply to any accident occurring in a personal vehicle while on duty. If the employee does not carry coverage for driving their personal vehicle while on duty, the employee will be held personally responsible to pay for all damages incurred to their vehicle.
- C. Drivers Records Checks. Employees operating a City vehicle shall always have a valid Washington State Driver's License. The City may verify the drivers' records of employees who are authorized to drive City vehicles for both employment related and non-employment related violations. As a condition of employment, employees shall sign an authorization form granting the City permission to check employee driving records. Human Resources will check employees' driver's licenses periodically for status with the employee's consent. A photocopy of each employee's driver's license shall be filed with the Human Resources Department.

Failure to be legally authorized to operate a City vehicle may impair an employee's ability to satisfactorily perform their job. Such conditions are subject to the review of the appropriate supervisors and management and any corrective actions or dismissal will follow existing disciplinary guidelines.

D. Driving Violations. For the purposes of these procedures, the following definitions apply:

1) "Type A Violations" are serious criminal traffic offenses, which, could result in revocation of the employee's driver's license. Conviction of a Type A violation normally results in revocation of an employee's authorization to drive a City vehicle while the conviction is on the employee's driving record. These include:

- Driving under the influence of drugs or alcohol
- Negligent homicide or personal injury arising out of the use of a motor vehicle (gross negligence)
- Operating a motor vehicle during a period of license suspension or revocation
- Aggravated assault with a motor vehicle
- Reckless driving
- Hit and run-attended vehicle
- Driving without insurance because of a previously suspended license

- Vehicular assault

2) "Type B Violations" are all moving violations not listed as Type A Violations.

3) "Accident" means an occurrence resulting in bodily injury, death or property damage that was found to be preventable.

Violations categorized as "Type A" Violations (whether on-duty or off-duty, in a City vehicle or non-City vehicle) may result in the employee being prohibited from driving City vehicles or vehicles on behalf of the City. If the violation occurred on duty, disciplinary action may result.

Accidents and violations categorized as "Type B" violations may also subject the employee to suspension from driving City vehicles or vehicles on behalf of the City (whether the violation or accident occurred on-duty or off-duty) and discipline (if the violation or accident occurs on-duty) based up review of frequency, severity, circumstances, past driving record and employment history.

For employees required to drive as a condition of employment, violations or accidents which result in the prohibition of driving a City vehicle or vehicle on behalf of the City may result in the employee's inability to perform the essential functions of their job, which in turn, may result in discipline, up to and including termination. **Post-Accident/Incident drug and alcohol testing will be executed by using the Decision-Making Form.**

E. Employee Responsibilities. Employees who are authorized to drive a City vehicle must notify their supervisors immediately in the event they:

- Have their driver's license revoked or suspended
- Receive a citation for any moving violation while driving a City vehicle.
- Receive one citation for a Type A violation or two citations, within three years for Type B violations or accidents, whether on-duty or off-duty.

Failure to notify the supervisor or Human Resources in writing as required by this section is grounds for discipline.

F. Those employees that possess a Commercial Driver's License (CDL) are required to conform to the following:

- You may only be licensed in one state. If you break this rule, a court may fine you up to \$5000.00 or put you in jail and keep your home state license and return any others. Your employer may not, knowingly, let you operate a commercial motor vehicle if you have a license in more than one state or if your CDL is suspended or revoked. A court could fine the employer up to \$5000.00 or put them in jail for breaking this rule.
- You must notify employer of any traffic violations (except parking) within 30 days of conviction. You must notify your motor vehicle licensing agency within 30 days if you are convicted in any other jurisdiction of any traffic violation (except parking).
- If you have a hazardous materials endorsement you must notify and surrender your hazardous materials endorsement to the state that issued your CDL within 24 hours of any conviction or indictment in any jurisdiction.

Employee Files

A personnel file for each employee is **maintained in a secured location at City Hall, and access is limited to the employee, the employee's supervisor, the department director, and the Chief Administrative-**

~~Officer.~~ An employee's personnel file contains ~~the employee's name, title, and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline and other pertinent information~~ a formal administrative record of the individual's employment history with the city. Employee medical information obtained by the city in association with sick leave, long-term medical leave, FMLA, drug testing, workers compensation claims, or relating to a medical condition is maintained confidentially in a separate employee file. Additionally, I-9 information is maintained separately from the employment files. ~~An Active employees has the right~~ may request to review their employee file by making an appointment at least 24 hours in advance of the time they would like to see their file. An HR representative must be present while the file is reviewed. An employee may request removal of irrelevant or erroneous information in their personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in their file. ~~Former employees may have access to their employee files for twelve (12) months following their termination date.~~ Directors and supervisors may also have access to an employees official file, but not medical or I-9 information. Personnel files are kept confidential to the maximum extent permitted by law. ~~Access to certain information in an employee's personnel file may be subject to release as provided for by the Washington Public Records Act.~~

Communication

Information Boards

You will see "information" bulletin boards at each work area/site, which contain information about employee activities, notice of policy changes, job postings and other announcements of importance to each employee. Making a habit of reading them often is your obligation. Failure to read the information board could result in your missing a mandatory meeting, or policy change, etc.

Release of Employee Information

Information pertaining to current or former employees of the city will be provided in response to requests for employment verification, when required by the Washington Public Records Act or to satisfy legitimate investigative or legal needs. The city does not give references but will verify dates of employment and job title/duties. All requests for employee information must be coordinated with Human Resources.

Except where release is required by law, all information requests must be accompanied by a written authorization, signed by the employee, permitting the release of information.

Employee Privacy

~~To the extent allowed by public disclosure laws, the City will regard employee information as confidential and will respect the need for protecting each employee's privacy by providing procedures for the proper receipt, possession, use, retention, and transmittal of personal information necessary to make appropriate determinations regarding prospective employees, employees, retirees, and former employees. The City will limit the use of employee information to those procedures.~~

~~The City will consider only such personal information as is pertinent to effectively conduct of City business and to administer personnel programs. When additional information is requested by the City, the affected employee will be notified as to the reason for the request. Employees will be afforded an opportunity to restrict information for use outside the City, provided such restriction does not violate any law, regulation, or this Manual. Handbook.~~

~~The release of information regarding employees depends upon the nature of the information, agency, or individual requesting the information. In general, the following guidelines will apply to request for information:~~

MEDICAL INFORMATION:

Results of medical examinations and ~~private medical history~~ information provided by ~~or gathered regarding~~ employees shall not be released to any third parties without the explicitly written permission of the affected employee. ~~and the Chief Administrative Officer.~~

INFORMATION PROVIDED OTHER GOVERNMENTAL AGENCIES:

The City provides to federal, state, and local government agencies the kinds of employee data routinely required by such agencies, i.e., tax and payroll information. Should a government agency request information other than that routinely required, the employee will be advised of such a request. All such request shall be responded to in writing. In the course of an investigation, if a government agency requests that such investigation be kept confidential, the City, in its discretion, may honor such a request.

INFORMATION PROVIDED NON-GOVERNMENTAL ORGANIZATIONS:

The City will ordinarily honor subpoenas demanding information with respect to any employee but will seek to advise such employee with respect to information requested unless prohibited by law. The City has no obligation to contest the validity of any such subpoena. The City will verify to non-governmental organizations the employment status, i.e., dates of employment and positions held, of former or present employees. No other information will be provided unless the City has received from the employee involved a written request to do so. The City shall seek to advise such employee with respect to any request for additional information.

INFORMATION PROVIDED EMPLOYEE UNION:

The City will provide to the union representing an employee information related to the employee's seniority, job classification, wage rate, hours of employment, benefit information, and other information as ~~required by law~~ and ~~when~~ appropriate to proper administration of the collective bargaining agreement covering such employee. The City will also provide such other personal and confidential information as the employee shall direct the City disclose.

- k) ~~The City may charge reasonable costs for its time and material expenses to provide such information~~



Technology and Cell Phone Use

The City electronic communications and technology resources are provided for the purpose of conducting City business. City employees are obligated to conserve and protect City electronic communication and technology resources for the benefit of the public interest. Responsibility and accountability for the appropriate use of City electronic communication and technology resources ultimately rests with the individual employee. City electronic communications and technology resources include computer systems, telecommunications systems,

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networks, supporting equipment, and services such as e-mail, telephones, cell phones, smart phones, voice mail, data storage, and Internet use. The management of electronic records is subject to federal and state laws including the provisions regarding retention and disclosure.

Improper use of the City's electronic communications and technology resources may result in discipline, up to and including termination.

1. Guidelines and procedure.

- A. Approval- The acquisition of cellular telephones shall be limited to those instances in which there is a need for such equipment to perform essential City business or to improve safety, increase productivity or increase service to the public. The purchase of cellular telephones shall be subject to approval by the Department Director.
- B. Responsibility of Department Directors- The Department Director or designee shall assign each cellular telephone to one specific individual and shall ensure appropriate controls are in place for checkout, return, security, and maintenance of the equipment. It is the responsibility of the Department Director or designee to provide for a routine examination of cellular telephone billing detail to ensure proper use of such equipment.
- C. Ownership-All software, programs, applications, templates, data, files, and web pages residing on City computer systems or storage media or developed on City computer systems are the property of the City. The City can access, copy, modify, destroy, and delete this property. The City may also request, at any time, that electronic devices issued to an employee, including cell phones be turned back in.
- D. No Expectation of Privacy-Employees understand and agree that they have no expectation of any privacy or confidentiality in any information they create, store, or transmit using these resources. This includes but is not limited to all computer files and information saved, reviewed, or transmitted via all of the City's technology resources, including but not limited to computer files, computer servers, emails, internet usage, telephones, cell phones, smart phones, voicemail, and text messages and applies to all information created, stored or transmitted during an employee's incidental personal use. No supervisor or other City employee is authorized to provide assurances that such information is private. The City reserves the right to monitor and randomly audit the business use of the City-owned devices without notice to employees. Such monitoring shall include, but is not limited to, call volume, volume and content of text messages and data usage. Data obtained from such audits may be used to verify employee adherence to this policy, to evaluate potential policy changes based on usage patterns and costs, or for any other legitimate business purpose. Employees should also understand that email messages and other forms of electronic information, including documents created on City computers, may be considered public records subject to retention requirements and public disclosure, as well as release in the event of litigation involving the City.

2. Definitions.

- A. Authorized User: Any person who has been given permission to use the electronic resources, whether employed by the city or not.
- B. Computer System: Individual desktop or laptop computers, portable computers, handhelds, smart phones, software, email system, the internet and intranet, hosted applications, portable storage devices,

magnetic tapes, CDs, DVDs, file servers, peripherals, network equipment and all other components of the City's computer network.

- C. Electronic Communications: Any communication transmitted electronically via the use of the electronic communications resources.
 - D. Internet: A global system of interconnected computer networks that use a standard communication protocol to serve billions of users worldwide.
 - E. Intranet: Web site containing content and applications for City internal use only.
 - F. Hosted Applications: Application software that resides on a third- party vendor's system and is accessed by users through a web browser using HTML or by special purpose client software provided by the vendor.
 - G. Occasional Use: Irregular and infrequent usage.
 - H. Public Record: Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the agency regardless of physical form or characteristics, or as defined in 42.56 RCW.
 - I. Streaming Audio/Video: Technology used to "play" audio/video on a PC or Smart phone over a network; can be used for music, voice, lectures and other audio/video material.
 - J. Web Browsing: Use of a browser tool to access web sites on the internet.
 - K. Smart phone: a cellular telephone with an integrated computer and other features not originally associated with telephones, such as an operating system, Web browsing and the ability to run software applications.
 - L. Social Media: the use of blogs, wikis, social networks, virtual worlds, or any other kind of online social interaction.
3. Use of City System.

- A. Acceptable Uses -The City's information and technology resources are to be used for City business. Incidental, de minimus personal use may be permitted where, in the judgment of the employee's supervisor or department director, such use does not interfere with the employee's or the department's productivity. Generally speaking, incidental, de minimus personal use means: (1) occasional and of short duration; (2) done on an employee's personal time, such as during lunch break; (3) does not interfere with job responsibilities; (4) does not result in any expense to the City; (5) does not solicit or promote commercial ventures; (6) does not utilize excessive network resources such as audio or video streaming; and (7) does not constitute a prohibited use, discussed below. Employees should be aware that personal messages and data on the City's system are not private and may be subject to public disclosure.
- B. Prohibited Uses - The City's information and technology resources shall not be used to engage in any communication that violates federal, state, or local laws or regulations, or any City policy. In addition, the

following uses of the City's information and technology resources are inappropriate and prohibited, unless engaged in as part of official City business (such as a criminal investigation) or required by law (such as a public disclosure request):

- Personal commercial use;
- Personal social networking such as Facebook, Twitter, Snapchat, etc.;
- Listening to on-line audio or viewing streaming video and sending bulk mail;
- Installing unauthorized software such as games, internet- based services, personal email accounts or other personal software;
- Accessing, receiving or sending pornographic, sexually explicit, or obscene materials;
- Use in connection with any type of prohibited harassment or discrimination, including the transmission of offensive messages derogatory toward any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability or other protected status;
- Gambling;
- Infringing on the trademark, copyright, or patent rights of others, or violating software licensing agreements;
- Use for political purposes, including partisan campaigning;
- Deliberately propagating any virus, malware, spyware, or other code or file designed to disable or otherwise harm any network or system;
- Disclosing confidential information, including medical or other highly personal information about other employees;
- Connecting to the City network using some else's security identification login;
- Usage while driving except for circumstances that fall under RCW 46.61.667.

Any questions about whether a use is permitted or not should be directed to Human Resources.

4. Employees are prohibited from holding any cell phone in either hand or both hands, using hands or fingers to compose, send, read, view, access, browse, transmit, save, or retrieve email, text messages, instant messages, photographs, or other electronic data, or watching video on a personal electronic device while operating a motor vehicle. However, this does not preclude the minimal use of a finger to activate, deactivate, or initiate a function of the cell phone. In addition, this does not apply to any employee who uses a cell phone to contact emergency services. Employees must immediately notify their supervisor if they are given a citation for using a cell phone while on duty. Employees are responsible for payment of any fines associated with the citation.

5. Passwords.

A. Strong Passwords-All computer users must have a strong password to access their computers. It is recommended that users create passwords using a favorite phrase or song title without any spaces between words.

B. Password Protection Standards

- Passwords are not to be shared with anyone.
- All passwords are to be treated as sensitive, confidential information.
- Passwords should never be written down or stored on-line without encryption.
- If someone demands a password, refer them to this document and direct them to the Department Director.
- Always decline the use of the "Remember Password" feature of applications (e.g., Outlook, Google, Chrome, etc.).

- C. Automatic Lock-Computers must be set-up to automatically lock after a certain period. Computers should be shut off at the end of the day or when left unattended for an extended period.
 - D. Out-of-Office Security-When using outside the office reasonable precautions should be made to prevent theft and vandalism of computers. Computers must not be left in parked cars where they are visible. If a cellular telephone is lost, stolen, or vandalized due to an employee's failure to use reasonable precautions, the City may require the employee responsible for such cellular telephone to reimburse the City for the reasonable cost to replace such telephone. Employees with assigned cellular telephones must immediately report the loss or theft of their cell phone to their supervisor or Department Director.
6. Social Media usage with personally owned phone-Employees are advised that City rules and policies apply to social media conduct, including policies regarding statements to the media, anti-discrimination and harassment, prohibitions on releasing confidential information. On-duty use of social media is prohibited, unless conducting city business. Off-duty, personal use of social media by employees is not prohibited; however, employees are reminded the City rules and policies apply to social media conduct to the same extent as other off-duty conduct. The following additional rules also apply to employees' use of social media:
- A. Social media content that relates to City business may be considered a public record subject to retention and disclosure under the Public Records Act. Employees are prohibited from using personal social media to conduct City business.
 - B. Employees are prohibited from using their City email address, the City's official logo, or themselves in city uniform or any manner that suggests or implies they are speaking as a representative for the City.
 - C. Employees may not post, upload, or create any social media content at work or using employer equipment that is known to be false, misleading, or fraudulent.
7. Reimbursement of Personal business with City Phones-
- A. Personal cellular telephone charges will be reimbursed at the "per minute rate" the City pays for minutes billable to the telephone in excess of the "free time". This reimbursement shall apply to all personal calls and data usage within or outside the "free time" range. Reimbursement shall include any additional costs incurred due to an "over the limit" charge. Long distance, roaming charges and data used will be reimbursed at the rate identified on the billing detail.
 - B. Failure of the employee to reimburse the City within 20 days of receipt of invoice may result in the deduction of the amount due from the employee's paycheck, or final check upon termination of employment, or garnishment of wages if employee has received final check upon termination of employment
8. Reimbursement of City Business with personal phone-
- A. Employees using personal cellular phones may be reimbursed by the City for direct air time for calls to conduct authorized City business if the employee signs a statement stating that the City's cellular provider does not cover the area of the call. The employee will be required to keep a record of the date, time and identify the purpose/information for the call on the personal cellular telephone. Reimbursement shall be made through the City's expense claim process with the billing detail. All City business calls must be identified, including name of person/agency calling/called and reason for call.

Performance and Support

Employee Assistance Program

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All City of Milton employees have access to the Employee Assistance Program (EAP) the first of the month following date of hire. EAP services are available to help with a wide range of concerns and problems, and provides free access to many great services, including legal and financial counseling. The EAP is available 24 hours a day, 7 days a week by calling 1-800-570-9315. Or go online at www.guidanceresources.com, choose “**first time user**” and under “Your Company/Organization WEB ID” type “**trusteap71**”.

Training and Professional Development

The ~~Chief Administrative Officer~~ **Mayor and Directors** shall encourage training opportunities for City employees in order that services rendered to the City will be more effectively provided **and that personnel are more prepared for greater responsibility and promotions. Training should be job related.** Training sessions may be conducted during regular working hours at the discretion of the department director.

Training and Travel

To establish a policy and procedure related to employee expenses incurred while conducting official business, obtaining travel authorization, and reimbursing employees for expenses incurred in conduct of business of the city, and to implement the following.

Authorization to Travel. Travel by city officials and employees, city council, and members of boards and commissions shall be specifically provided for in an approved budget and as provided below:

Specific trip authorization shall be approved in advance.

Board and Commission Members. Workshops, seminars and conferences are normally included in budget requests.

Out-of-state travel must be approved by the Mayor provided such travel request is submitted in writing with justification for such travel.

Eligible Expenditures. Generally, eligible expenditures include travel and living costs incurred by the employee while away from the city and expenses incurred within the city necessitated by city business. Eligibility for expense reimbursement will be based on the following conditions:

Registration. Actual cost of registration of any employee at a meeting, conference, or convention for which he/she has received approval. Registration should be prepaid by use of a purchase card. Employees shall attend all conferences, meetings, and training sessions that are paid for at city expense. A copy of the conference agenda must be submitted with the travel reimbursement request.

Transportation. Actual costs for bus travel, train travel, taxi, car rentals, ride share services, parking fees, and air travel are eligible, provided all air travel shall be by government rates, internet rates or economy class, whichever is the most cost-effective rate for travel.

Employees using a personal vehicle to travel on city business will be reimbursed at the rate established by the Internal Revenue Service. Payment shall not exceed the lowest economy class airfare to the same destination.

Employees shall provide reasonable documentation of destination mileage and general purpose of business on reimbursement travel expense vouchers. Acceptable documentation includes beginning and ending odometer readings, trip mileage readings and MapQuest or similar mileage calculations. Frequent local use of a personal

vehicle by an employee for city business may be accumulated and reported on a monthly basis as one reimbursable expense.

While using a city-owned vehicle on city business, the employee shall use a city purchase card for purchases of gasoline, oil, emergency repairs, or other related expense.

Lodging. Actual cost of hotel or motel accommodations is an eligible expense. If a family member or guest accompanies the employee, the employee shall pay for the amount over that of a single accommodation. The single accommodation rate must be noted on the hotel/motel statement. The employee shall always secure the most cost-effective government rate or Internet rate available. To be eligible for reimbursement for overnight travel expenses, one-way travel distance must be greater than 50 miles from the official residence or official work-station, whichever is shorter.

Lodging associated with one-way travel of less than 50 miles must be approved by the Mayor.

Meals While in Travel Status.

An individual shall be deemed to be in travel status when the travel includes reimbursable lodging.

Meals will be paid per diem based on the Federal Meal Per Diem Rate for meals by location. Meal per diem amounts include tips.

The amount of the authorized meal per diem is calculated by day. If the employee is in official travel status for more than 12 hours on any given day, they will receive the full per diem for the day. If the employee is in travel status for less than 12 hours they will receive 75% of the daily per diem rate.

Where conference registration or training tuition fees include one or more meals, the city shall deduct per diem rates for those meals from the daily per diem total.

Prior to the start of the trip the employee must decide to pay for all meals personally and seek reimbursement after the fact; or elect to use a City purchase card for all meals.

- Meals which are paid for personally will be reimbursed at the full per diem amounts and do not require receipts.
- Meals which are paid for on a City purchase card are authorized up to the maximum of the daily per diem allowance but must not exceed the allowance on any given day of travel.
 - a. Itemized receipts are required.
 - b. Alcohol is not allowable regardless of whether or not the total is within the daily allowance.

Meals – Not in Travel Status

Eligible meal expenses, when not on travel status, require submission of the detailed restaurant receipt (not the receipt which can be filled out by the individual) and shall be reimbursed or charged on a city purchase card, approved at actual cost **not to exceed daily per diem allowance.**

Expenses for meals where city business is conducted and that could reasonably occur during non-meal periods are not eligible for reimbursement. Meals for city council, mayor, city administrator, and city staff conducting formal city business during meal-times are specifically authorized.

Laundry and Valet Service. Actual costs of laundry and/or valet service are allowable expenses when employees are required to be away from the city for more than six days at one time.

Telephone. Charges for telephone are eligible for reimbursement only if city business requires such communication.

Ineligible Expenses. None of the following expenses shall be paid by the city:

- 1) Travel paid for by any other organization;
- 2) Alcoholic beverages;
- 3) Valet services (except as noted above);
- 4) Meals or lodging accommodations for family or guest;
- 5) Any meal expenses when already provided within the cost of registration for a conference, training, or other such event.
- 6) Tour bus fees for sightseeing tours;
- 7) Mileage if traveling as a passenger in a privately owned car;
- 8) Trip insurance;
- 9) Hosting; or
- 10) Any other personal expenditures for entertainment or other purposes.

Documentation of Expenses.

Every separate submittal of travel-related expenses must be accompanied by a copy of the approved registration.

All actual expenses shall be submitted to the finance department (for reimbursement) on the travel expense claim form. In the case of lodging expenses, a detailed statement of charges must be submitted. Each employee is expected to submit his/her own travel expense voucher reflecting reimbursable expenses actually incurred.

If lodging accommodations are shared between two or more employees on travel status, the employee paying the bill may submit the lodging portion of the billing for all such employees.

Travel Arrangements. When employees are making travel and accommodation arrangements, it shall be the responsibility of the employee to obtain government discount rates or Internet rates. Employees are expected to make travel and lodging reservations in advance whenever possible and to take other actions to ensure that travel and lodging is secured at the most reasonable rate possible.

1. Procedure.

- 1) All travel expenses, including local events, must receive appropriate pre-approval by the Department Director. Pre-approval may take the form of an email attached to the registration with submittal of the invoice or a signature on the invoice. Individuals who incur such expenses without preapproval do so at the risk of denial of reimbursement or payback obligation.
- 2) Travel and expense reimbursements must be signed, approved, and filed in the finance department on a travel expense claim form within 20 days after the return from travel.
- 3) Request for reimbursement of allowable travel expenses shall be prepared by the employee claiming reimbursement on the travel expense claim form with all of the required receipts. Form must be signed by the supervisor and Director. Reimbursement will not be made if the required receipts are not attached. The travel expense claim form will then be processed through the next accounts payable run.
- 4) Purchase card reconciliation of the expenses shall require the completion of a travel expense claim form. Each expense shall be itemized separately with the corresponding purchase card receipt attached.
- 5) Except for lodging where individuals share the same room or transportation conveyance (cab, rental car, etc.), each individual seeking reimbursement must incur his/her own expenses and seek individual reimbursement. The only exceptions are group meals arranged for working sessions or banquets arranged by a department. Disallowed charges or charges not properly identified will be paid by the employee before the purchase card payment is due. Failure to do so will render the employee personally liable for the unpaid amount plus interest at the rate charged by the bank that issued the purchase card. If, for any reason, disallowed charges are not repaid before the purchase card billing is due and payable, the city shall have a lien against and a right to withhold any and all funds payable or to become payable to the employee in the amount of the disallowed charges, plus interest.
- 6) The Mayor, Municipal Services Administrator and Finance Director are authorized to implement any administrative procedures necessary to implement the provisions of this section.

Compensation for Travel Time.

Travel to another city on one-day assignments. Time spent traveling to and from another city in the same day is paid time; however if the employee does not start and/or end the day at the usual workplace the employee's normal commute time shall be deducted.

- a) For example, employee is required to attend local training 45 minutes away from his/her residence and does not stop at the office at the beginning or end of the day. Normal commute time to the usual workplace is 30 minutes. The employee is entitled to 15 minutes of paid travel time.
- b) Normal commute time shall be established by use of MapQuest.

Overnight travel. When employees are required to travel overnight the actual time spent traveling (e.g. in a car or on an airplane) is included in hours worked only to the extent that travel occurs during normal working

hours. For this purpose, normal working hours are the same each day regardless of whether travel occurs on a regularly scheduled day off. For example, an employee who works 9:00 AM to 5:00 PM Monday through Friday would be paid for travel time which occurs between the hours of 9:00 AM and 5:00 PM on any day of the week.

The Department Director shall determine appropriate travel times based on MapQuest directions and shall allow the employee to leave early enough on travel days so that the employee might complete travel by the end of the regular workday. However, if training ends at or near the end of the employee's regular working hours additional travel time will not be paid for the return trip.

- i. For example, if a 9:00 AM to 5:00 PM employee attends training which is 3 hours away per MapQuest, the employee shall be allowed to leave at 2:00 PM on the day before training and shall be paid for 3 hours of travel time, regardless of whether actual travel time is shorter or longer.
- ii. In the same example, if the training ends before 2:00 PM the employee is entitled to 3 hours of travel time, but if the training ends after 2:00 PM the travel time is limited to the time between the end of training and 5:00 PM.

~~The Chief Administrative Officer Mayor shall encourage department directors in meeting training needs in their department and in developing training programs designed to meet immediate city-wide personnel needs and to prepare employees for promotion to positions of greater responsibility.~~

Performance Feedback and Appraisals

To achieve the City's goal to train, promote, and retain the best qualified employees for every job, the City conducts periodic performance evaluations for all positions. City employees are to be evaluated by their department director/**supervisor** prior to the completion of their orientation period and at least once every twelve (12) months thereafter, generally upon their employment anniversary date. The performance evaluation is part of an employee's conversion to regular status, whether the employee receives a wage increase or is to be promoted, transferred, demoted, laid off, or terminated. The performance evaluation shall include a section that allows employees to establish long and short-term goals and a section for employees to comment concerning the evaluation. The performance evaluation shall include a section that allows the employee to accept or to appeal the evaluation to the **Chief Administrative Officer Mayor, who will review it in a reasonable time. The Mayor's decision of the appeal will be final. If the employee appeals the performance evaluation, it shall be reviewed by the Chief Administrative Officer within a reasonable period of time. The Chief Administrative Officer's decision shall be final.**

- ~~a) The Chief Administrative Officer is responsible for the development and maintenance of the City's performance evaluation program.~~

Performance Issues and Corrective Action

All employees are expected to exercise ethical behavior, good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties.

Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City may result in disciplinary action, up to and including termination.

The ~~Chief Administrative Officer Mayor~~ or department director as appropriate, has full discretion and

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authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case. The City is an at-will employer; nothing contained in these disciplinary guidelines is intended to change the at-will nature of the employment relationship.

The following are examples of the types of behavior which may result in discipline:

- Drinking alcohol or the use/abuse of non-prescription or prescription drugs or other controlled substances on the job or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
- Violation of a lawful duty.
- Insubordination.
- Absence from work without first notifying and securing permission from the supervisor.
- Habitual absence or tardiness for any reason.
- Unsatisfactory job performance as determined by the City.
- Conviction of a felony or a misdemeanor involving moral turpitude.
- Acceptance of fees, gratuities or other valuable items in the performances of the employee's official duties of the City.
- Inability, refusal, or failure to perform the duties of the assigned job.
- Unauthorized release of confidential information about the City, its customers, or its employees.
- Theft or unauthorized removal or possession of property from the City, fellow employees, customers or anyone on City property.
- Altering or falsifying any timekeeping record.
- Misrepresenting information, situations or one's actions to a supervisor.
- Falsifying or making a material omission on an employment application.
- Making erroneous entries or material omissions on the City's records.
- Misusing, destroying or damaging property of the City, a fellow employee, a customer or a visitor.
- Fighting on City property.
- Bringing on City property dangerous or unauthorized materials, such as but not limited to explosives, firearms or other similar items.
- Violation of safety or health rules.
- Unauthorized use of another employee's computer password.
- Theft of mail, either paper or electronic, or unauthorized viewing of mail of the City or fellow employees.
- Carelessness or negligence while performing work related duties.
- Working unauthorized overtime.
- Engaging in rude or discourteous conduct towards others.
- Violation of duties or rules imposed by the Manual or by any other City rule, regulation, or administrative order.

This list is not all-inclusive but only serves as a general guide. The City may discipline or terminate employees for other reasons not stated above, or, as stated throughout these policies, with or without cause.

In the event that discipline is necessary, any of the following types of disciplinary actions may be used, depending on the particular situation:

ORAL WARNING: An oral warning is a discussion session between the employee's department director or Chief Administrative Officer and the employee on the subject of the employee's conduct and performance or his/her failure to observe a rule, regulation, or administrative instruction. The standard of conduct is explained, and it is made clear that continued misconduct will not be condoned. The employee is warned that future violations will make stronger action necessary. A written record of the time, place, and circumstances of the oral warning shall be documented and placed in the employee's personnel file.

WRITTEN REPRIMAND: A written reprimand is a formal disciplinary action for misconduct, inadequate performance, or repeated lesser infractions and a statement that another infraction may result in further disciplinary action, up to and including termination. Copies of the reprimand are given to the employee, placed in her/his personnel file, and given to the department director issuing the warning. A copy is also given to the union should the employee be a member of a union.

SUSPENSION: A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. The employee is suspended from her/his job without pay for a period of time that is consistent with the seriousness of the offense. Coupled with such action is the warning that another violation may lead to more severe discipline, up to and including termination. A statement describing the action taken is given to the employee, and copies of the statement are placed in his/her personnel file and given to the department director issuing the suspension. A copy is also given to the union should the employee be a member of a union.

TERMINATION: It is presumed that when the employee has been given the opportunity to conform and has not done so to the satisfaction of the City, it is in the best interests of the City and the employee to terminate employment with the City. If the employee is a union member, it is advisable that the union be present at the time of termination. Some infractions are so serious that termination is permitted with the first violation. In the case of a serious offense, the City is not obliged to initiate discipline at a lesser stage but may, at its sole discretion, apply any state of disciplinary action deemed appropriate.

Pre-Termination Hearing

In the case of termination of an employee for disciplinary reasons, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and to determine whether there is a reasonable presumption that the charges against the employee are valid and support termination. The employee may have an attorney or other representative present at the pre-termination hearing at their own expense. The pre-termination hearing does not apply to part-time, provisional, temporary, or probationary employees.

Resignation

An employee should provide the City a written notice two (2) weeks prior to the date of their resignation from the City. This time limit may be waived by the employee's department director or the ~~Mayor Chief Administrative Officer~~ in certain circumstances. The department director shall forward a copy of the resignation ~~and a final performance evaluation report~~ to ~~Human Resources~~ for the personnel file. An exit interview may be conducted with employees leaving employment with the city.

Job Abandonment

If an employee does not show up for work or contact the supervisor, the supervisor should attempt to reach the employee by phone. If the employee cannot be reached by phone, the supervisor should attempt to reach the employee's emergency contact. On the second day of absence, the supervisor should follow the same procedure, with a message indicating that unless the employee contacts the supervisor before the end of the third day of absence, the employee is deemed to have constructively quit their job and will be considered a voluntary resignation, effective the last day worked.

Failure to Return from Leave of Absence

If an employee does not return from an approved leave of absence by the agreed-upon return date and does not contact the supervisor within three (3) days of that date, the employee is also deemed to have constructively quit their job and will be considered a voluntary resignation. The resignation is effective on the agreed-upon return date.

Retirement

Employees who elect retirement should submit written notice to their supervisor, Department Director or Human Resources, stating their intention to retire and indicating the last available day of employment. A minimum of two (2) weeks' notice is preferred. An exit interview may be conducted with employees leaving the employment of the city.

Layoff

The ~~Chief Administrative Officer~~ Mayor may lay off employees due to lack of work, budgetary restrictions, or other changes that have taken place. Temporary employees or employees who have not completed their orientation period will be laid off before regular employees are affected. In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, unless otherwise stated in the Union Agreement.

~~If the employee being laid off possesses a good performance record, hi/her name shall be placed on a re-employment list according to his/her job performance and seniority. The list will be maintained for five (5)-years.~~

Continuation of Benefits (COBRA)

The City of Milton will inform terminating employees, or surviving dependents of a deceased employee, of their rights to continue health coverage, as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA). In addition, information about final paychecks, PTO payouts and other benefits will be provided. The City of Milton will continue paying for benefits through the end of the month in which the employee terminates employment.

Final Paycheck

Terminated employees will receive their final paycheck on the regular payday following the effective date of termination, unless the law requires otherwise. The final paycheck will include compensation through the last day of employment and any accrued, but unused, vacation and compensatory time based on eligibility.

If an employee has a negative vacation or sick balance, the city will deduct an amount equal to what is negative from the final check. Employees who leave employment with the city prior to completion of one years' service shall not be compensated for any accrued vacation time. Any vacation time used during the first year shall be deducted from the lump sum payment. Additionally, any expense advances or other monies the employee owes will be deducted from the final paycheck, where allowable by law. Any deduction from a final paycheck must be authorized in writing by the employee.

Termination Checklist

Before leaving the City of Milton, the employee must return all files, reports, cell phones and chargers, laptops, iPad and accessories ~~computer programs~~, uniforms, keys, equipment, credit cards, identification, ~~employee handbooks, company manuals~~, and other company or customer materials issued to the employee or in the employee's possession. A checklist should be given to the terminating employee before the last day of employment as a reminder of the items that need to be returned. Items not returned by employee may be deducted for their final paycheck.

Pay & Benefits

Employee Classifications

The City of Milton classifies employees as exempt or non-exempt, in accordance with the Fair Labor Standards Act and Washington's Wage and Hour laws.

- *Salaried Exempt* employees are certain executive, administrative and professional employees who are exempt from the overtime provisions of state and federal law and are paid a salary.
- *Hourly Non-exempt* employees are paid on an hourly basis and are eligible for overtime pay pursuant to state and federal law. If you are a non-exempt employee who is scheduled to work 40 hours per week or less, it is your responsibility to keep your hours at or below 40 hours during the week unless approved in advance by your supervisor.

Employees are also classified as full-time, part-time, temporary/seasonal and on-call:

- *Full-time employees* include both exempt and non-exempt employees who are normally or regularly scheduled to work forty hours per week and are eligible for benefits.
- *Part-time employees* include both exempt and non-exempt employees who are normally or regularly scheduled to work less than forty hours per week but not less than twenty hours per week and are eligible for benefits.
- *Temporary employees* are non-exempt employees who do not have a normal or regularly scheduled number of hours per week, who are employed for a specific assignment. Temporary employees are not eligible for benefits. Temporary employees shall not exceed 960 hours per year.
- *Seasonal employees* are employees who are working on a temporary, short-term position. Typically, seasonal employees are only hired for a specified period of time that should not last longer than 960 hours per calendar year.

Employees are compensated per the following guidelines:

Non-exempt employees are compensated for each regular hour they work on the basis of an hourly rate. When non-exempt employees work more than forty (40) hours in a work week, they are paid at one and one-half times (1-1/2x) their regular hourly rate, or such other amount as may be required by state and

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federal wage and hour laws or an applicable collective bargaining agreement. All overtime must be authorized in advance. Non-exempt employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's department director. If the compensatory time option is exercised, the employee is credited with one and one-half the hours worked as overtime. Maximum accruals of compensatory time shall be limited to forty (40) hours. After the maximum accrual, overtime compensation shall be paid. Employees should use compensatory time within a reasonable time period after making a request to their department director, unless doing so would unduly disrupt City operations. Compensatory time should be used for short-term absences from work during times mutual agreed to by the employee and her/his department director. Accumulation of compensatory time to be used for extended vacation time off is not normally permitted. If an employee is unable to use accrued compensatory time within the calendar year, the employee will be paid his/her original overtime wage. Should the accrual of compensatory time, along with vacation, holiday leave, and sick leave create a retirement liability to the City, such compensatory time shall be taken by the employee prior to retirement.

Exempt employees are compensated through an assigned salary. This salary is determined on the basis of market value, the special attributes the individual brings to the city, the level of responsibility associated with the position, and the value of the position to the city.

If an employee's paycheck is lost or stolen, please notify a supervisor immediately. Notify Human Resources, in writing, of any changes in the employee's name, telephone number, home address, marital status, number of dependents, beneficiary designations, individuals to notify in case of an emergency, and so forth. Change of address forms may be obtained from Human Resources.

Work Week

The City of Milton's workweek is forty hours within a seven- day work week. The city's standard work week is Monday through Friday from 8:00AM to 5:00PM, with a one-hour unpaid lunch period. The FLSA work period for city employees who are not subject to the 7k exemption to the FLSA is a week in length and commences at 12:01 AM Monday morning and concludes on Sunday night at 12 midnight. For Police Department employees, the work week shall consist of either four consecutive ten hour days or five consecutive eight hour days. The work period for police officers subject to the 7k exemption will be set forth in departmental policy or the applicable collective bargaining agreement. Police Department shall receive a one hour meal period which shall be considered on duty time. For the purposes of calculating overtime compensation, hours paid for benefits such as holiday and/or vacation or sick leave within any given work week are not included in the definition of "hours worked." Supervisors should avoid consistently working their employees beyond their regularly scheduled workweek hours. Mayor and department directors are able to change work week and days in emergency situations.

Attendance

Punctual and consistent, in-person attendance on the job site is a condition requirement of employment. Each department director is responsible for maintaining an accurate attendance record of his/her employees. Employees unable to work or unable to report to work on time should notify

their supervisor as soon as possible, ordinarily before the work day begins or within 30 minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day unless other prior arrangements have been made with the supervisor ~~department director~~. If the supervisor ~~department director~~ is unavailable, the employee may leave a message with ~~another~~ the department director stating the reason for being late or unable to report for work. Employees are expected to be at work even during inclement weather. Department directors may allow employees to be late or leave early during severe weather conditions; however, non-attendance will be counted as absence from work and will be charged to accrued vacation time. An Employee who is absent without authorization or notification is subject to disciplinary action, up to and including termination.

Time Reporting

All employees must complete a time record, recording all hours worked for the pay period including holiday, sick, over time and comp time. This record allows the city to pay its employees properly for their time.

- Each time record covers hours worked from the first day of the pay period through the last day of the pay period.
- Employees are required to record their time accurately, reflecting the hours actually worked. Falsifying time records is subject to discipline, up to and including termination.
- For non-exempt employees, work in excess of 40 hours per week (overtime) is not permitted without prior approval. Employees who work unauthorized overtime will be subject to disciplinary action up to and including termination.
- The Fair Labor Standards Act (FLSA) requires employers to pay nonexempt employees time and one half of the employees' regular rate of pay for all hours worked over 40 in a workweek. The City of Milton will not count paid holidays, paid time off (PTO), vacation, personal or sick leave hours taken by an employee toward the calculation of the overtime requirement, because these hours are not actually "worked" and are therefore not considered as hours counted toward overtime under the FLSA.

Pay Periods and Pay Days

All staff are paid twice per month. Paychecks are issued on the 5th and 20th of each month. If the pay date falls on a holiday, then paychecks will be issued the day prior to the regular pay date. If the pay day falls on a weekend day, the paychecks will be issued on the Friday before the weekend.

Meals and Rest Periods

Employees who work five (5) or more hours in a day are provided a generally uninterrupted meal break. The length of the meal break varies depending on your department but is not less than 30, nor more than 60 minutes in length. Employees who are not able to take a break at their discretion are also provided one fifteen-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.

Employees who are authorized to work for two or more consecutive hours beyond normal working hours as

determined by the employee's department head and who purchase a meal in connection with performing such unscheduled, unplanned overtime will be reimbursed in accordance with the City of Milton's travel, meals and lodging reimbursement policies.

~~We provide unpaid, generally uninterrupted meal breaks of not less than 60 minutes to employees who work five (5) of more hours in a day. You are also provided one fifteen minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.~~

Nursing Mother Breaks

For one year after the birth of a child, employees who are nursing are entitled to breaks of reasonable duration each time the employee has a need to express milk. If the employee utilizes the nursing mother break during a standard 15-minute rest break, she will be paid for the time. If the employee is taking an additional break for the purpose of expressing milk the time will be unpaid. The City of Milton will provide a location, free from intrusion from coworkers or members of the public, which may be used for this purpose. Employees will not be retaliated against for exercising their rights under this policy.

Employee Parking

~~The City encourages employees to use methods of transportation other than single occupancy vehicles to assist in the State-wide effort to implement the Commute Trip Reduction Act (CTR) and the federal and state Clean Air Act.~~ The City provides parking for employees in identified reserve parking spaces on a first-come-first-serve basis in the City parking lots. City employees are not authorized to park their private automobiles in the central parking area located between City Hall (Building D), the Milton Activity Center/Police Station (Building B) and the Fire Station (Building A). ~~If parking accommodations need to be made, speak with your department director. The City may provide an assigned parking space approved by the Chief Administrative Officer. Such spaces shall be marked by the person's name or position in the City.~~ The city does not assume responsibility for vehicles or their contents in these parking areas.

Employee Identification Cards

~~1) See original policy document~~

1.4 Employee Parking

Approved: _____ Revised: _____

~~Chapter 2. Hours and Attendance~~

2.1 Working Hours

- a) ~~The City's standard work week is Monday through Friday from 8:00 AM to 5:00 PM, with a one-hour unpaid lunch period.~~
- b) ~~Due to the nature of their work, some departments will have different schedules which shall be determined by the Chief Administrative Officer in consultation with the department director.~~
- c) ~~Part-time and temporary employees will work hours as specified by their department director.~~

Approved: _____ Revised: _____

2.2 — Hours of Work and Overtime

- a) ~~All City positions are designated as either "exempt" or "non-exempt," according to the Fair Labor Standards ACT (FLSA) regulations.~~
- b) ~~For most City employees, the established work period is forty (40) hours within a seven (7)-day work week. For Police Department employees, the work week shall consist of either for (4) consecutive ten (10) hour days or five (5) consecutive either (8) hour days, except for normal shift rotation.~~
- c) ~~Non-exempt employees are entitled to additional compensation when they work more than the maximum number of hours during a work period.~~
- d) ~~All overtime must be authorized in advance by the employee's department director.~~
- e) ~~Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established time.~~
- f) ~~Exempt employees are not covered by the FLSA overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay.~~

Approved: _____ Revised: _____

3.1 — Recruiting

Chapter 3. Recruiting and Hiring

- ~~a) The goal of this recruitment policy is to fill vacancies with the most qualified applicants available. The City's selection procedures are designed to place the best qualified applicant in a vacant position and ensure all applicants equal opportunity and consideration for employment. All stages of the selection process will be free from any discrimination based on sex, race, color, religion, national origin, age, medical condition, disability, or any other basis prohibited by law.~~

- ~~b) Vacant position shall be publicized for any necessary period by announcements posted on public bulletin boards and by such other means as the Union Agreement may require and the Chief Administrative Officer may deem necessary. Announcements shall specific the title, rate of pay, duties to be performed, required qualifications as found in the classification plan, time and manner of making application, and other pertinent information related to the available position.~~

- ~~c) Each applicant shall complete and sign a City application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application.~~

- ~~d) Any applicant supplying false or misleading information is subject to immediate termination, if hired.~~

Approved: _____ Revised: _____

3.2 Hiring

- ~~a) When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department director shall review the position, its job description, and the need for such a position. The department director will prepare and submit a written request to fill the position to the Chief Administrative Officer, or designee. The position will be posted only after the Chief Administrative Officer or designee, has approved the request. The position will be posted on City bulletin boards and advertised in local newspapers, trade journals, and other publications. The City recognizes the value of working experience within the organization. Existing employees who meet the required qualifications are encouraged to apply and will be considered along with other applicants.~~

- ~~b) Residency within the City shall not be a condition of initial appointment or continued employment, provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.~~

- ~~c) Applicants for positions in which the applicant is expected to operate a motor vehicle must be~~

~~at least 18 years of age and will be required to present a valid Washington State driver's license with any necessary endorsements. Driving records of applicants may be checked. Applicants with driving records that do not meet the driving requirements of the position as determined by the City may be disqualified for employment with the City in positions requiring driving.~~

- ~~d) After an offer of employment has been made an prior to commencement of employment, the City shall require persons selected for employment to successfully pass a medical examination, which may include, but is not limited to testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety, or well-being of other employees or the public. The offer of employment may be conditioned on the results of examination.~~
- ~~e) The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and /or administer the examination.~~
- ~~f) A candidate may be disqualified from consideration if: 1. Found physically unable to perform the duties of the position and the individual's condition cannot be reasonably accommodated in the workplace; 2. The candidate refuses to submit to a medical examination or to complete medical history forms; 3. The exam reveals use of alcohol and/or controlled substances; or, 4. The candidate fails to successfully pass other tests or examinations that may be required by the City.~~

Approved: _____ Revised: _____

3.3 — Orientation Period

- ~~a) All newly hired employees, former employees who have been re-hired, or employees promoted to a new classification will enter an orientation period which is considered an integral part of the selection and evaluation process. During the orientation period, an employee is required to demonstrate suitability for the position through actual work performance.~~
- ~~b) The orientation period is six (6) months for employees from the employee's date of hire, rehire, or promotion.~~
- ~~c) Orientation employees accrue vacation and sick leave but are not eligible to use vacation until after their orientation period is completed. Department directors may authorize the use of~~

~~vacation time in unusual instances prior to the completion of the orientation period.~~

- ~~d) During the orientation period all employees are considered at-will employees and may be terminated at any time. In general, at-will employment status continues after an employee has become a regular employee.~~
- ~~e) When a department director determines an employee has satisfactorily completed the orientation period, the department director shall prepare a written performance evaluation to be reviewed by the Chief Administrative Officer. If the trial orientation period is satisfactorily completed, the employee shall be certified for regular employment status. Regular employment status does not change the at-will status of the employee.~~

Approved: _____ Revised: _____

3.4 Employment of Relatives

- ~~a) An employee's relatives will not be employed by the City under any of the following circumstances:
 - ~~┆ Where one of the parties would have authority or practical power to supervise, appoint, remove, or discipline the other.~~
 - ~~┆ Where one party would be responsible for auditing the work of the other.~~
 - ~~┆ Where both parties would report to the same immediate supervisor.~~
 - ~~┆ Where other circumstances might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interest of the City.~~~~
- ~~b) If two employees marry, become related, or begin sharing living quarters with one another and, in the City's judgement, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to remain an employee of the City unless reasonable accommodation, as determined by the Chief Administrative Officer, or designee, can be made to eliminate the potential problem. The decision as to which relative will remain with the City must be made by the two employees within 30 calendar days of the date they marry, become related, or being sharing living quarters with each other. If no decision has been made during this time, the City reserves the right to terminate either employee.~~

Approved: _____ Revised: _____

3.5 Promotions and Transfers

- ~~a) The City encourages current City employees to apply for vacant City positions for which they are qualified. Promotions and transfers are based on the department directors' recommendation, work force requirements, seniority when applicable, performance evaluations, job descriptions, and related City requirements.~~
- ~~b) Regular employees are eligible for promotion, transfer, or voluntary demotion. To be considered for another position, an employee must have satisfactorily completed his/her orientation period and possess the qualifications for the vacant position, unless such requirements are waived by the Chief Administrative Officer~~

Employee Health and Wellness Benefits

Providing a quality benefit package for our employees is important to the City of Milton. It is our way of saying "thank you" for pledging your commitment to our vision.

Eligibility for health benefits

If you enroll in the health plans at the City of Milton you can also enroll your eligible dependents which include your lawful spouse, your spouse's natural or legally adopted children and children for whom you are the legal guardian. Children are eligible up to age 26. **Eligibility is determined by the City's health insurance provider and the relevant plan.**

Enrolling in benefits

New employees, who meet the eligibility requirements, are eligible to enroll in the health plans on the first day of the month following date of hire. The city offers ~~two~~ **three** medical plan choices, two dental plan choices, vision and life insurance. Human Resources will go over plan details with you during the onboarding process.

To be eligible you must work at least 20 hours per week. A change of employment status may result in a change in your benefit eligibility.

Your initial date of eligibility is your time to enroll. Otherwise, you must wait until the Annual Open Enrollment period. Open Enrollment is the only time during the year that you may enroll if you previously waived coverage, changed your benefit elections or added/removed dependents from the plan.

If you sign up for benefits you may not drop or change them during the year unless you experience a qualifying event. Any change in coverage at that time must be consistent with the qualifying event.

Retirement Benefit

Employees **may** retire as so provided under PERS and LEOFF rules. In all instances, the retirement date **and all benefits** shall be in accordance with DRS rules **and state law**. Employees shall be required to contribute to Public Employees Retirement System **or** Law Enforcement Officers and Firefighters Retirement Systems of the state as **provided by law and regulation** . Rates of contributions **may** be adjusted from time to time by

current state legislation.

Holidays

All full-time regular employees shall be entitled to compensation for holidays in accordance with their Collective Bargaining Agreements or Exempt Policy. (Part-time regular employees shall accrue holiday benefits in direct ratio to hours worked). Dates of the legal holidays will be so designated as celebrated and proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement by the employee and the department director and must be used during the calendar year in which the employee is entitled to these "floating holidays". ~~Refer to your CBA/Exempt policy regarding floating holiday eligibility. New employees of the City shall be eligible for all holidays except the "floating holidays." New employees shall become eligible for "floating holidays" after four (4) months of continuous employment with the City.~~ In order to be eligible for a holiday (including "floating holidays") an employee must be in paid status on the regular workday immediately preceding and immediately following the scheduled holiday. Paid status includes being compensated for sick leave, vacation, bereavement leave, military leave, jury duty, compensatory time, and a regular workday. It also includes being paid for working. If a full-time or part-time regular City employee is required to work on any holiday, such time worked on the regular holiday shall be paid in accordance with their Collective Bargaining Agreements or Exempt Policy.

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. Employees will be eligible for Holiday pay when their scheduled workday falls on a recognized paid holiday.

Religious Holidays

~~Employees are entitled to two unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.~~

~~The employee may select the days he or she wishes to take the two unpaid holidays after consultation with his/her Department Director. If an employee prefers to take the two unpaid holidays on specific days, the employee will be allowed to take those days off unless the absence would cause an "undue hardship" or the employee is necessary to maintain public safety. The term "undue hardship" has the same meaning as defined in WAC 82-56-020, as currently enacted and as amended.~~

~~The City will consider the following factors, on a case by case basis, when determining whether granting the request would cause an undue hardship:~~

- ~~• The requesting employee's department or the City's financial resources;~~
- ~~• The number of other employees requesting leave on the same date(s);~~
- ~~• Impact on the City, the requesting employee's department, or public safety;~~
- ~~• Type of operations of the requesting employee's department;~~
- ~~• Nature of the employee's work;~~
- ~~• Any other impact of the City's operation or requesting employee's department due to the employee's absence.~~

~~An employee should submit a request for an unpaid holiday to the employee's Department Director a minimum of two weeks before the requested day off. The Department Director will coordinate with Mayor to evaluate~~

requests and consider the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" as set forth above. These unpaid holidays are available only during a single calendar year, and any unused days will not be carried over to subsequent years.

Leaves and Extended Time Off

Vacation Leave

Refer to CBA/Exempt policy

Longevity Pay

Refer to CBA/Exempt policy

Leave Without Pay

Upon written request of the employee, the ~~Mayor Chief Administrative Officer~~ may grant a regular employee a leave of absence without pay, not to exceed one year. Approval of such leave shall be in writing and signed by the ~~Chief Administrative Officer~~ Mayor. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave of absence without pay.

Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position.

Administrative Leave

On a case-by-case basis, the City ~~in its discretion~~ may place an employee on administrative leave with pay for an indefinite period of time, during the ~~course~~ of an investigation or other administrative proceeding or ~~when the Mayor otherwise determines it to be Chief Administrative Officer to be in the best interests of the City.~~ The length of an administrative leave is at the Mayor or her designees' s discretion. The City may require the employee to be available during their regular work shift while on administrative leave.

Sick Leave

All full-time and part-time regular employees shall accrue sick leave. ~~at the rate of one working day for each full calendar month of service.~~ Refer to CBA/Exempt policy for accrual policies. Temporary employees who are not entitled to sick leave under a CBA or city policy shall accrue 1 hour of sick leave for each forty hours worked and accrue and may use the leave as provided for by the Washington Paid Sick Leave Act.

~~All employees hired prior to January 1, 1993, and after five years of continuous employment, shall be compensated for fifty (50) percent of the unused sick leave at the time of mutually agreed upon severance of employment, other than termination for cause, with the City.~~

A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a serious physical or mental condition which impairs her/his ability to perform the

job. Employees who call in sick (regardless of reason) will be taken off “on call” register for 24 hours for each day they call in. ~~Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee’s absenteeism prevents the orderly and efficient provisions of services to the citizens of the City.~~

~~Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department director’s prior approval, take leave without pay.~~

Military Leave

Refer to CBA/Exempt Policy

Jury Duty/Trial Witness Leave

Refer to CBA/Exempt Policy

Bereavement Leave

Refer to CBA/Exempt Policy

Domestic violence, sexual assault, and stalking leave

Employees who are victims of domestic violence, sexual assault, or stalking, or who have a family member who is a victim, may take reasonable unpaid leave from work either in continuous blocks of time or intermittently, or continue employment on a reduced work schedule, to take care of related legal or law enforcement needs, to obtain or assist in obtaining medical treatment, social services assistance, or mental health counseling, 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.

An employee may elect to use sick or vacation time while on leave.

For purposes of this policy, family member is defined as child, spouse, parent, parent-in-law, grandparent on either side, or person the employee is dating.

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

- A police report;
- A court order of protection;
- Documentation supporting a court appearance;
- Documentation from a healthcare provider, domestic violence advocate, attorney, or clergy; or
- An employee’s written statement that the employee or employee’s family member is a victim and needs assistance.

If the situation does not allow for advance notice, the employee must notify their supervisor or department director no later than the end of the first day that the employee takes leave.

The City of Milton will continue to pay the city’s share of health benefits as if the employee were still at work provided the employee pays his or her share of the premium.

At the end of the leave, the employee will be restored to the same position or equivalent position in pay, benefits, terms and conditions unless the employee had a temporary assignment or was hired to work on a limited term project that was completed before or during the leave.

Family Medical Leave Act (FMLA)

The City of Milton complies with the Federal Family and Medical Leave Act of 1993 (FMLA) and all applicable State laws related to family and medical leave including but not limited to the Washington Paid Family and Medical Leave (WAPFML) and the Washington Maternity Disability Regulations (MDR).

Purpose

FMLA requires the city to provide up to 12 weeks of unpaid leave to eligible employees for reasons relating to family and medical care. The MDR provides female employees who are pregnant or have given birth additional weeks of leave for the period in which they are physically sick or temporarily disabled. Regardless of whether an employee is eligible for FMLA leave, she is entitled to MDR.

General Policy

Employees who have been employed by the city for at least 12 months and have worked at least 1,250 hours in the last 12 months are entitled to 12 work-weeks of FMLA - qualified leave every 12 months for one or more of the following reasons:

1. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
2. Care for a newborn or a newly adopted child or a newly-placed foster child;
3. Care of a spouse, child or parent with a serious health condition;
4. Any qualifying exigency arising when the employee's spouse, child, or parent is called to active military duty or is on active duty. Qualifying exigencies are generally activities related to the active foreign duty or call to foreign duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A serious health condition is defined as 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).

Selection of FMLA Period

The 12-month period during which an employee is entitled to 12 weeks of FMLA -qualified leave is a "rolling" 12 month period measured backwards from the date an employee uses any FMLA - qualified leave.

Intermittent or Reduced Work Schedule Leave

In certain circumstances, eligible employees may take FMLA intermittently or by reducing their work schedule. If the FMLA is due to the employee's own serious health condition or to care for a family member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency arising from a family member's military service. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the city's permission. Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the city's operations. Where an employee needs intermittent or reduced-schedule leave based on planned medical treatment, the city may transfer the employee to an alternative position with equivalent pay and benefits that can better accommodate such recurring leave.

Additional Leave for Pregnant Employees

Under the MDR, pregnant employees are entitled to unpaid leave for the period of time that the female employee is physically disabled due to pregnancy and/or childbirth. The period of temporary disability normally lasts six weeks if the pregnancy and childbirth are without complications. With complications, such as required bed rest before childbirth, the period of temporary disability can last longer.

If eligible for FMLA, the pregnancy leave required under MDR runs concurrent (at the same time) with the FMLA and does not extend the 12 weeks of leave allowed under federal law.

Shared Leave When Both Parents Work for the City of Milton

If both parents are employed by the city, they are jointly entitled to a combined total of 12 work-weeks of FMLA -qualified leave in a 12 month period for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for the birth or for the placement for adoption or foster care must be completed within 12 months of the child's birth or placement.

Additional Leave for Caregivers of Military Personnel

Per FMLA, eligible employees may receive up to 26 weeks of unpaid leave in a 12-month period to care for an injured military service personnel

- who is the employee's spouse, parent, child, or next of kin;
- who is a current member of the armed forces, including National Guard and Reserves; and
- who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

Notice

An employee seeking to use leave must provide written notice to the department director at least 30 days in advance of the need to take the leave when the need is foreseeable. The city may require delay of any leave if the need was foreseeable and proper notice was not given. For leaves that are not foreseeable, the employee should give notice as soon as practical.

When leave is requested in connection with planned medical treatment, the employee must make a reasonable effort to schedule treatment in order to prevent disruptions to city operations.

In addition, employees who need leave for their own or a family member's serious health condition may be asked to provide medical certification from a healthcare provider of the serious health condition, periodic recertification of the serious health condition and when the leave is for an employee's own serious health condition, a certification that the employee is fit to return to work. A second medical certification may be performed by a different doctor at the city's expense. If the second certification differs from the first, the employee and city may mutually select a third healthcare provider paid for by the city, whose opinion will control.

Employees who need leave for qualifying exigency arising from a family member's military leave must provide certification confirming the need for leave.

Employment Protection

Upon return from an FMLA-qualified leave, the employee is entitled to his or her former position or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). If an employee takes more than 12 weeks of FMLA-qualified leave in any 12 month period, the city reserves the discretion to not return the employee to work after such leave unless otherwise required by law. If the employee chooses not to return to work for any reason, the employee should notify his/her Department Director as soon as possible.

Continuation of Health Insurance

For leave taken under the FMLA, the city must keep the employee on its health insurance coverage, including family coverage if applicable, and continue to pay the city's share of the coverage as if the employee were still at work. The employee must pay his or her share of the premium. The city may cancel coverage if the employee's

premium payment is more than 30 days late and the city provides the employee with written notice at least 15 days in advance advising that coverage will be cancelled if the premium is not received.

Because neither the WAPFML nor the MDR provides for payment of health care premiums, the city is only obligated to maintain coverage at its expense for a maximum of twelve weeks. If the employee fails to return from leave, the city may recover the premiums paid for any coverage unless the failure to return is due to a serious health condition that prevents return, or other circumstances beyond the employee's control.

The taking of FMLA-qualified leave will not result in the loss of any benefits, including seniority or pension rights, accrued before the date on which the FMLA-qualified leave commenced.

Washington Paid Family and Medical Leave

The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits will be available starting on January 1, 2020. This policy provides a summary of the PFML program, but employees may obtain additional information at www.paidleave.wa.gov. To the extent an issue is not addressed in this policy, the Employer will administer this benefit program consistent applicable statutes and regulations.

Payroll Deductions

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

Eligibility

Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for Northwest Center at least 12 months and have worked 1250 hours in the last year).

Leave Entitlement

Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PMFL leave may be taken for the

following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML runs concurrently with FMLA where an absence is covered by both laws. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

PFML Application Process

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

Notification Requirements

An employee must provide written notice to the City of Milton of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the city, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, the city will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

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

If taking leave intermittently, an employee must notify the city each time PFML leave is taken so that leave use may be properly tracked.

PFML Monetary Benefits

If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000

per week. ESD's website is expected to include a benefits calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. Employees may use available accrued Paid-Time-Off (PTO) hours to cover absences during the waiting period.

Supplemental Pay While on Leave

Available vacation and sick leave may be used to supplement your pay while on leave from work during FMLA or Washington Paid Family. Please contact Human Resources to ensure you utilize your benefits in accordance with your preference. The City of Milton will not supplement pay with Paid-Time-Off without employee consent.

Note: Employees do not continue to accrue paid time off when the employee moves to an unpaid status.

Vacation and sick hours can be designated as a "supplemental benefit" under the WAPFML law. Employees may use accrued hours to make up the difference between the WAPFML benefit received from ESD and regular pay for a week in which WAPFML leave is taken. The use of supplemental hours is contingent on the employee submitting proof of application for weekly WAPFML benefit and approved for FMLA leave. The city will then coordinate payment of supplemental vacation and sick hours directly with each employee.

Important note: If an employee uses accrued leave during the initial seven (7) day waiting period before receiving payment from WAPFML, such leave is non-supplemental and must be reported to ESD when filing the weekly WAPFML benefit claim.

Leave Sharing Bank

The City has established a leave sharing plan in which eligible employees may donate excess leave for use by a named fellow employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.

Employees that donate such leave must maintain a minimum of 160 hours sick leave accrual after donation and waive all rights to the donated leave.

The benefactor of donated sick leave must have used up all available paid leave before receiving any donated sick leave. **This leave can be donated anonymously and does not have to be requested by employee in need. Sick leave donations will be reviewed and approved by the Mayor.**

Workplace Conduct and Behavior

Violence in the Workplace

As part of our goal to provide a safe environment for our employees and customers, the City of Milton absolutely prohibits any kind of threats or acts of violence in the workplace. We consider such behavior on the part of employees, customers, vendors, or any other individual to be a serious matter.

Threats are generally considered to be an expression of intent to inflict harm. Acts of violence include any physical force intended to harm people or damage property.

As an employee, you are also responsible for:

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- Reporting to Human Resources any restraining order, temporary or permanent, which identify any city location as a protected area. You will also need to provide Human Resources with a copy of the restraining order.
- Ensuring that you do not bring any potentially dangerous items – including weapons – to work with you. Weapons of any kind are not allowed in any of the city’s workplaces, buildings, or customer sites.

Failure to use good judgment in keeping our workplace free from violence may result in disciplinary action up to and including termination from employment.

Personal Appearance and Dress Code

The first impression customers and visitors receive is generally the lasting impression they maintain. Because we are often in close contact with our fellow employees, customers, and visitors, we must be conscious of our appearance and manners. The dress and grooming of city employees should always ensure their safety and well-being on the job. Standards of personal appearance will reflect the needs and expectations of our customers.

Different jobs may have different dress code requirements for the effective performance of job duties (for example, a truck driver needs to wear sturdy footwear); these, too, may be established by the Department Directors. For specific questions related to dress code or personal appearance on the job, employees should talk to their Director. If an employee leaves or is terminated before probation, any clothing/boot allowance that has been paid to them will be deducted from their final check.

The City of Milton reserves the right to determine what is appropriate dress or appearance. Employees who would like to request an accommodation regarding the city rules on dress or appearance for religious reasons should contact their Director.

Drug-Free Workplace

The use of non-prescribed, controlled substances at any time by any employee is a direct threat to the lives and property of citizens and the public health, safety, and welfare of all citizens in the City. Additionally, the use of drugs or alcohol by an employee in a manner that affects his or her job performance or causes an undesirable reflection on the reputation of the City, may lead to disciplinary action, up to and including termination.

Illegal drugs include narcotics, hallucinogens, depressants, stimulants, and other substances capable of creating or maintain adverse effects on a person’s physical, emotional, or mental condition. Medication or prescribed drugs are drugs an individual may be taking under the direction of a licensed medical professional in a medical setting to address a specific physical, emotional, or mental condition.

Alcohol or illegal drugs use or possession is prohibited on City property. Alcohol or illegal drug consumption off City property during working hours is prohibited, and reporting for work or being on duty with a breath/blood alcohol level greater than .000 or under any influence of drugs is a violation of this policy. Employees who appear to be under the influence of alcohol or illegal drugs during working hours may be required to submit to appropriate tests to confirm or deny alcohol consumption or use of illegal drugs.

Failure to submit to testing upon request shall be grounds for disciplinary action, up to and including termination.

An employee who appears at the work site affected by alcohol or illegal drugs may be placed upon administrative leave for the day, followed by disciplinary action, up to termination.

Employees are expected and required to report to work on time and in appropriate mental and physical condition necessary to perform their assigned duties.

The City recognizes drug and alcohol dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plans, as appropriate. Conscientious voluntary effort to seek such help will not jeopardize any employee's job and will not be noted in any personnel records.

Employees must, as a condition of employment, abide by terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. A report of conviction must be made within five (5) days following conviction. (This is a requirement per the Drug-Free Workplace Act of 1988.)

Smoking

The City is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. Consistent with this commitment, the City recognizes the mounting scientific evidence of the adverse health effects of tobacco smoke and, in particular, the hazards of environmental tobacco smoke (ETS). Implementing a smoke-free workplace policy eliminates the possibility of exposure to ETS, thereby contributing to a healthier work environment and healthier employees.

The City prohibits smoking of tobacco or any other products by anyone in all City facilities, including City owned buildings, vehicles, and offices or other facilities rented or leased by the City, including employee offices.

The City encourages all employees who smoke to enter a smoking cessation program and will support efforts undertaken by such employees.

The City may identify an outdoor smoking area that meets the requirements of the Clean Air Act. Infractions of this policy will be handled as a disciplinary issue, using progressive disciplinary measures.

Ethics and Confidentiality

Code of Ethics Policy

The City of Milton upholds, promotes, and demands the highest standards of ethics from its employees for personal integrity, truthfulness, honesty, responsibility and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants and must never use their City position or powers for personal gain or in breach of the public trust.

GUIDELINES:

1. **What ethical conduct is expected under this policy?**

Ethical conduct includes, but is not limited to:

- Acting at all times in the best interests of the community we serve.
- Demonstrating excellence, integrity and responsibility in our work.
- Adhering to the laws of the United States, the state of Washington and the City of Milton.
- Providing honest, accurate, timely and complete information.
- Identifying problems and helping create solutions.
- Following City and department policies, procedures and rules.
- Reporting improper conduct.
- Keeping our co-workers safe from retaliation of any kind.
- Abstaining from decisions that could result in a direct benefit to the employee, a relative or co-habitant.

2. **What are the key expectations for employees to comply with this policy?**

Employees of the City are expected to:

- Read and understand all employment policies.
- Follow appropriate ethical behaviors as specifically set forth in the employment policies.
- Seek guidance in resolving ethical issues or concerns from their supervisor, Department Director, Human Resources or the City Attorney.
- Report to their supervisor, Department Director or Human Resources any conduct by other City employees which may violate this Ethics Policy, any other employment policies or the City's Code.

3. **What are a supervisor's additional responsibilities for complying with this policy?**

A supervisor's additional responsibilities for complying with this policy include:

- Monitoring and ensuring compliance with this Ethics Policy or other employment policies or the City Code.
- Setting an example of exemplary ethical conduct.
- Dealing effectively with ethics concerns that arise in their area.
- Prohibiting retribution or retaliation against any employee who reports or supplies information about, or assists an investigation into, an ethics concern.

2. OUTSIDE EMPLOYMENT

Employees may engage in paid outside employment, consulting work or self-employment only if the work does not compete with or create a conflict of interest with an employee's duty to the City. To the extent that this policy conflicts with an existing policy of the police department, its collective bargaining agreement or past practice, that policy, agreement or practice will control.

GUIDELINES:

1. **When does outside employment "compete with" City employment?**

Outside employment competes with an employee's duty to the City when the work requires an employee's conduct to be disruptive or damaging to the City and/or the City working environment.

Examples of work that may be viewed as competing with City employment include those that:

- May adversely affect job performance at the City, or an employee's ability to fulfill all job responsibilities at the City. Adverse effects may include but are not limited to poor job performance, fatigue or excessive absenteeism or tardiness.
- Interfere with an employee's ability to work his/her normal schedule at the City, or prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, and when such availability is a regular part of the employee's job.
- Interfere with responsibilities to the City as the primary employer.

- Involve performing services for customers that are normally performed by City employees. Require working for a competitor, a City grant and/or contract created by the employee, or self-employment that is in competition with the City.
- May require the use of City information, property, facilities and/or systems, such as phones, tools, equipment, etc.
- Involve assisting others in transactions with the City in which the employee has participated, or which has been under their official responsibility.

2. What is a “conflict of interest”?

Outside employment creates a conflict of interest with an employee’s duty to the City when an employee engages in activities for personal gain that compromises the employee’s ability to represent the City’s best interests.

Examples of activities that may create a conflict of interest include those that:

- Require the use or disclosure of confidential City information.
- Impair objectivity or independent judgment, or create an impression of conduct that violates the public trust.
- Involve activities which may appear to conflict with the City’s Core Ethics policy and/or other related employment policies.
- Negatively impact the normal course of the employee’s official duties.

3. How does an employee obtain approval to engaging in outside employment?

The employee must provide his/her supervisor with a written request prior to beginning the employment. The notice should include the dates of employment; the potential employer or, if self-employment, the name of the business; the type of work to be performed; any potential problems the outside employment may cause with City employment; and any actual or perceived competition or conflicts of interest with City employment. The City shall have sole discretion to determine whether the request should be approved.

4. How will the employee know his or her request has been approved?

The City will provide approval in writing. The City may also require a written agreement with the employee which outlines the type of work that has been approved, discusses any perceived conflict of interest as well as how it may be eliminated, and addresses any other conditions of **approval**. **Employees** may not perform any outside employment during the hours they are on duty working for the City.

If an employee accepts outside employment, the City may request information about the employment at any time.

5. Can an employee use City leave benefits for outside employment needs?

Use of sick, FMLA or Catastrophic leave concurrent with outside employment must be approved by the City.

6. Can a regular employee work for the City outside their regular job duties?

Yes. However, the employee must obtain approval from Human Resources prior to engaging in such work.

3. CONFLICTS OF INTEREST

Employees are expected to represent the City in a positive and ethical manner. Employees have an obligation to avoid conflicts of interest or any activity which would give the appearance of a conflict of interest.

GUIDELINES:

1. What is a “conflict of interest”?

It is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest. The following list is not intended to be exhaustive, but includes some of the clearer examples:

- Employees may not accept any employment relationship which competes with or creates a conflict of interest with a duty to the City.

- Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom an employee regularly transacts City business, who has or seeks a contract with the City, or who desires other official action from the City.
- Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the City may have with that customer, potential customer, or financial institution.
- Misusing confidential City information or disclosing such information to any individual who does not have a need to know the information.
- Using the City's name, account or credit to purchase merchandise for personal use. Using City assets or labor for personal use.

2. What should an employee do if he or she learns of a situation that is a conflict of interest or may appear to be a conflict of interest?

Any conflict or potential conflict of interest must be disclosed to an employee's immediate supervisor, the Department Director or Human Resources as soon as possible.

3. What if an employee is offered or receives a gift?

Any and all gifts received by a City employee at any time during the year should be given to the employee's immediate supervisor or the Department Director with an explanation of the circumstances surrounding receipt of the gift. If possible, the supervisor or Department Director will return the gift to the sender with a written expression of thanks and an explanation of the City policy concerning gifts. A copy of the letter will be sent to the **Mayor or his/her designee**.

If returning or refusing a gift would be impractical (such as food, flowers or plants), the supervisor will take the item to a recognized relief/assistance organization or make the item available for the enjoyment of all employees or members of the public in the employee's work area. The supervisor will also send a thank you card to the person or company that provided the gift explaining what was done with the gift.

4. Are there any situations when an employee may accept a gift?

Yes, under limited circumstances. Items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference, are acceptable. Employees should make every effort to use such items in the workplace instead of taking them home. In addition, meals may be purchased or provided for City employees at business meetings as long as there is a justifiable work-related purpose for the meeting.

4. NEPOTISM

To avoid the reality or appearance of improper influence or favoritism, two employees who are dating or are in the same immediate family may be employed by the City *unless* such employment would create a real or potential conflict of interest.

GUIDELINES:

1. What relationships are included in this policy?

For the purposes of this policy, relationships under this policy may include employees dating each other, the employee's spouse, domestic partner, child, domestic partner's children, mother, father, brother, sister, step family, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household, other than roommates.

Each employee must inform his/her immediate supervisor or Department Director immediately if they enter into a relationship which may create a conflict of interest under this policy.

2. What is a "conflict of interest"?

A conflict of interest exists where the City has a compelling and essential need to avoid a business-related conflict of interest or the reality of appearance of improper influence or favor. A conflict of interest always exists under the following circumstances:

- Where one of the individuals would have authority (or practical power) to supervise, appoint, remove or discipline the other.
- Where one of the individuals would be responsible for leading, auditing, overseeing, or guiding the work of the other.

A conflict of interest may also exist in other situations such as where both employees would report to the same immediate supervisor.

3. What if a reassignment, transfer or promotion would create a conflict of interest?

The City will actively seek solutions to prevent a conflict and still allow the reassignment, transfer or promotion.

4. What will happen if two City employees establish a relationship (as defined in this policy)?

If a conflict or potential conflict exists due to the new relationship, the City will attempt to find a suitable accommodation to eliminate the conflict. If accommodations are not feasible, the employees will be given 30 calendar days to determine which of them will resign. If no decision is made during this time, the City reserves the right to make the decision.

5. POLITICAL ACTIVITIES

Employees shall not use or authorize the use of City facilities, property or assets for working on campaigns for the election of any person to any office or for the promotion of, or opposition to, any ballot proposition, except as authorized by the provisions of RCW 42.17.130.

GUIDELINES:

1. What types of activities are prohibited under this policy?

City employees are prohibited from using their official position to unlawfully influence, interfere with, or affect the results of an election. Therefore, no employee or group of employees, while representing themselves as City employees, shall campaign for or against any political candidate or ballot measure, or endorse or oppose a political advertisement, broadcast, statement or campaign literature except as allowed by state and federal law. Nothing in this section prohibits a City employee from personally supporting or opposing any candidate for public office during off-duty hours.

2. Can an employee display or distribute campaign paraphernalia at work?

No. Employees shall not display or distribute partisan literature, political buttons, stickers, banners, etc., during work hours or on City property or in City vehicles.

3. May an employee testify as a private citizen at public hearings or meetings regarding issues affecting the City?

Yes. If the employee's testimony is given during non-work hours and the employee discloses that he or she is testifying as a private citizen and not a City employee.

6. SOLICITATION FOR CHARITIES AND NON-PROFIT FUND-RAISERS

Most forms of solicitation on City property or during work time are prohibited. The City may, in its sole discretion, make exceptions to this policy when it is determined to be in the best interest of the City (e.g., United Way fund drive).

GUIDELINES:

1. **“Solicitation”** is the requesting of an employee’s time or resources for any cause, whether by an individual or group, and regardless of whether for financial or non-financial reasons. Solicitation may involve individuals or groups engaging in direct sales, recruitment, placing of signs and posters, and other activities resulting in the anticipated benefit of the individual or group.

2. What types of solicitation may be allowed under this policy?

Employees may solicit contributions to charitable or non-profit community, youth or educational

fundraisers so long as it does not cause undue disruption of the work environment. The use of City facilities or equipment to solicit contributions (e.g., via bulletin board postings) requires prior authorization from the employee's Department Director.

7. WHISTLEBLOWER PROTECTION

Public employees have an obligation to assure that government in general, and their departments in particular, perform ethically, as well as efficiently and effectively. City employees are prohibited from engaging in improper governmental action and are encouraged to report suspicious, unethical or illegal conduct or any other suspected improper governmental action taken by other employees, supervisors or officers. Employees who make good faith reports of improper governmental action will be protected from intimidation or retaliation for making a report.

GUIDELINES:

1. **Why does the City have a whistleblower program?**

The whistleblower program holds City employees accountable for their actions. The policy also protects employees who make good faith reports of improper governmental action. And, most importantly, the program stops inappropriate and illegal governmental actions.

2. **What is "improper governmental action"?**

Improper governmental action is any action taken by a City employee, supervisor, Department Director or officer that is:

- A violation of any federal, state or local law or rule;
- An abuse of authority;
- A gross waste of public funds (including use of public funds for private gain); or
- A substantial and specific danger to public health or safety.

Improper governmental action does not include personnel actions or decisions, disciplinary actions, violations of collective bargaining or civil service laws, or violations of labor agreements.

3. **Who can report improper governmental action?**

Any employee working for the City may report suspected improper governmental actions through this Whistleblower program. This includes regular and temporary employees as well as elected officials.

4. **Is there any information that does not fall under the Whistleblower Protection Policy?**

Yes. This policy does not authorize disclosure where prohibited by law.

5. **How should an employee report suspected improper governmental action?**

To report suspected improper governmental action, an employee should take the following steps:

- Submit a written report of the action to any Department Director, the City Attorney, Risk Manager or Human Resources Director. The report should describe the suspected improper governmental action, the name of the employee(s) involved, and when the action occurred. In cases of an emergency (an immediate risk of injury or damage to property), the matter should be immediately brought to the attention of one of these individuals, and followed by a written report.
- If an employee reports a suspected governmental action to the appropriate person and no action is taken, or the employee is not satisfied with the action taken, a report may then be made to the governmental agency responsible for investigating the improper action (see attached list of governmental agencies).

6. **Will the reporting employee's identity remain confidential?**

Yes. The identity of a reporting employee shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his/her identity in writing.

7. **Can an employee be prohibited from filing a report of improper governmental action with another governmental agency?**

No. Direct or indirect interference or attempts to interfere with filing a report is prohibited.

8. **What actions will the City take if an employee reports improper governmental action?**
The City will conduct an investigation of the alleged suspicious, unethical or illegal conduct or other improper governmental action. If it is determined that improper governmental action did occur, the City will take appropriate action and immediately report known or suspected loss of public funds or assets, or other illegal activity to the state Auditor's office.
9. **What is "intimidation"?**
Intimidation occurs when a City employee, Department Director, supervisor or officer uses his or her official authority or influence to threaten or coerce an employee for the purpose of interfering with that employee's right to report improper governmental action.
10. **What is "retaliation"?**
Retaliation is inflicting injury on an employee by making adverse changes to employment status or to the terms and conditions of employment because the employee made a report of improper governmental action or was believed to have made a report of improper governmental action. Under this definition, retaliation can take many forms. Examples of retaliatory action include, but are not limited to, unwarranted disciplinary action, unsubstantiated poor performance evaluations, reduction in pay, denial of a promotion, unwarranted termination of employment, or harassment.
11. **What should an employee do if he or she is subjected to intimidation or retaliation?**
Employees should provide a written report of any suspected intimidation or retaliation along with the relief requested to a supervisor, Department Director or Human Resources.
12. **If an employee complains about retaliation but is not satisfied with the City's response, is there an appeal process?**
Yes. An employee is eligible to use the appeal process if the following conditions are met:
 - The complaint of retaliation was made within 30 days of the alleged retaliatory action;
 - The City did not respond within 30 days of the complaint or the employee received a response within 30 days but was not satisfied with the response.
13. **What is the appeal process?**
If the conditions outlined in this policy are met, the employee may request a hearing before a state administrative law judge. The request for hearing must be delivered to Human Resources or the Mayor's office within 15 days of receiving the response from the City or within 15 days of the last day on which the City could respond to the complaint of retaliation.
14. **Do supervisors and Department Directors have any additional responsibilities under this policy?** Yes. As with any policy, supervisors and Department Directors are responsible for enforcement. Under this particular policy, supervisors and Department Directors are required to report any knowledge of improper governmental action to Human Resources including, but not limited to, a complaint received from an employee.

8. PENALTIES

Any employee who violates or fails to comply with this Ethics Code shall be subject to the following penalties:

1. **Disciplinary action.**
Any employee whose conduct, after an opportunity to be heard, is determined by the Mayor or his/her designee to be in violation of the Ethics Code may be subject to disciplinary action, including termination.
2. **Discharge**
Any appointed official who violates or fails to comply with any provision of the Ethics Code may be discharged by appointing authority.

3. **Voiding of contract or transaction**

Any contract or transaction which is the subject of an official act or action of the City in which there is a prohibited interest by the Ethics Code or which involves a violation of the Ethics Code shall be voidable at the option of the City Council.

3.6 — Longevity

~~a) Every employee within the city shall be entitled to longevity pay according to the following schedule:~~

Years continued employment	Bonus pay over the top of base pay (based upon gross wages)
5 to 9 years	One percent (1%)
10 to 14 years	Two percent (2%)
15 years and over	Three percent

~~(3%) See MMC 2.88.190.~~

4.1 — Wage and Benefits

~~a) Job classifications are listed by City code and each position is assigned a salary range. Employees are paid for regular and overtime within the pay range according to rates established by applicable union contracts. See MMC 2.84 and 2.86~~

~~b) Employee benefits include the following:~~

- ~~1. Contribution to Social Security program~~
- ~~2. Contribution to State Retirement programs, both PERS & LEOFF. See MMC 2.80.080 and 2.88.180~~
- ~~3. Contribution to Workman's Compensation plan. See MMC 2.88.160.~~
- ~~4. Medical benefits as specified in applicable Union Contracts. See MMC 2.88.170.~~
- ~~5. State unemployment insurance.~~

4.2 — Reimbursement for Job-Related Expenses

~~a) The City will provide reimbursement to employees for expenses incurred in the performance of duties related to employment with the City. If the employee decides, at her/his own discretion, to exceed the guidelines, it shall be done at the employee's own expense. Employees shall use City funds in the most conservative manner possible. All travel shall require the prior approval of the Department Director or the Chief Administrative~~

~~Officer as appropriate. Personal expenses are defined as expenses other than for materials, supplies, etc., that are incurred by an employee of the City of Milton for the benefit of the City of Milton. These expenses include, but are not limited to, the following:~~

- ~~1. Mileage reimbursement for use of personal vehicle or bus fare in lieu thereof for City business.~~
- ~~2. Parking for personal vehicle while on City business or for City owned vehicle.~~
- ~~3. Lodging while on authorized out-of-area travel. Sharing lodging facilities is encouraged, where it is practical. Each individual should request and receive a separate lodging statement, except where a room is shared, to submit for their own personal expense reimbursement. When a range of room prices is available, the City will reimburse for the lowest price room available.~~
- ~~4. Meals, including sales tax and gratuity, where the meal is an integral part of a group meeting, i.e., meetings during scheduled meal times or when included in a seminar registration fee. Meals including sales tax and gratuity, when authorized to attend a function that extends over the lunch hour and the function is away from the employee's place of employment.~~
- ~~5. Personal membership dues in any organization only when approved by the City.~~
- ~~6. Airfare, not to exceed the coach fare rate. Every effort should be made to take advantage of reduced fare offers.~~
- ~~7. Local transportation at an air trip destination including tax, van, or car rental, not to exceed a medium car rate.~~
- ~~8. Mileage expenses for personal vehicle use at out-of-area destination when use of the personal vehicle avoids taxi fare or care rental that would have been required if the trip had been made by air.~~
- ~~9. When seminars are available at multiple locations, the city will reimburse for transportation costs to the closest location unless another location is approved by the Chief Administrative Officer.~~

~~The following personal expenses are not eligible for reimbursement.~~

- ~~1. Entertainment of any other individual or group by paying any expense for them.~~
- ~~2. Alcoholic beverages of any kind.~~
- ~~3. Lodging at any location within 50 miles, one way, where the function only lasts one day and does not start prior to 7:30a.m. or end after 9:30p.m. The Chief Administrative Officer may authorize exceptions to the 50-mile requirement based upon weather, emergency, or other extenuating circumstances. Room upgrades that are requested and charges for a second person in the room are not eligible for reimbursement.~~
- ~~4. Personal expenses of any other individual that is eligible to submit for personal reimbursement on their own behalf.~~
- ~~5. Any expense incurred for a spouse or a significant other unless their attendance at the function is not an option.~~
- ~~6. Personal telephone calls that do not benefit the City, with an exception of one personal call per day when on out-of-area travel status.~~
- ~~7. Meal, tax, gratuity expense that exceeds the per meal limit established by Administrative~~

~~Policies and Procedures.~~

- ~~8. Any meal expenses when already provided within the cost of registration for a conference, training, or other such event.~~
- ~~9. Meals, tax, and gratuity which are not associated with participation in an authorized function or when the employee is not on an out-of-area travel status.~~
- ~~10. Mileage expenses for the use of a personal vehicle for an out-of-area trip that exceeds the round-trip coach air fare to the destination and return.~~

~~Out of area is defined as travel of more than 50 road miles one way from the employees starting point. All travel less than 50 road miles, one way, is considered local travel. Exceptions may be authorized by the Chief Administrative Officer.~~

~~Whenever the City has paid a pre-conference registration fee, the person so registered generally will be responsible for these funds. If it is determined that they are unable to attend the function, the person shall~~

~~a) have another person who can benefit from the function attend in their place; b) request a refund if no other person can attend and reimburse the City for any non-refundable amount; c) if (a) or (b) are not successful, the person may be required to reimburse the City for the entire fee paid by the City.~~

~~The City of Milton VISA credit card will not be used at any time unless the individual is on out-of-area travel status. When the City of Milton VISA card is used, the customer copy of the charge slip and the original~~

~~commercial lodging statement or restaurant check must be attached to the separate Travel and Expense Report Form that lists only the VISA charged expenses.~~

~~All other expenses must be listed on a separate Travel and Expense Report Form. Original documentation verifying all expenses other than personal vehicle mileage must be attached. The form must be fully completed, including the purpose, signed by the requestor, and approved by their Director or the Chief Administrative Officer as appropriate.~~

~~Exceptions to this policy may be authorized by the Chief Administrative Officer upon determination that an emergency situation or condition exists.~~

Approved: _____ Revised: _____

4.3 — Use of Personal Vehicles for City Business

~~a) Any City employee required to use his/her private vehicle on City business and/or required to have his/her automobile available for use on City business on a full or part-time basis shall be reimbursed for mileage for such use.~~

~~b) No reimbursement will be made for travel between residence and work.~~

~~c) City employees seeking reimbursement for use of a private vehicle shall obtain prior approval~~

~~from their Director, shall be required to keep a vehicle mileage log, and shall be reimbursed for such City use in accordance with the applicable rate schedule, payable monthly, when a reimbursement voucher is approved by the Chief Administrative Officer or department director.~~

- ~~d) Reimbursement for the use of an employee's private vehicle to and/or from a destination outside the City shall be recorded and reimbursed according to existing "claims for expenses" requirements.~~
- ~~e) All City employees are strongly encouraged to use City vehicles when conducting City business if at all possible.~~

Approved: _____ Revised: _____

~~4.4 Compensation Upon Termination~~

- ~~a) When a City employee's employment with the City is terminated, the employee will have received the following compensation:

 - ~~┆ Regular wages for all hours worked up to the time of termination which have not already been paid~~
 - ~~┆ Any overtime or holiday pay due~~
 - ~~┆ A lump sum payment of any accrued but unused vacation and compensatory time.~~
 - ~~┆ All employees hired prior to January 1, 1993 and after five years of continuous employment shall be compensated for fifty (50) percent of the unused sick leave up to the maximum limit of 960 hours at the time of mutually agreed upon severance of employment, other than termination for cause, with the City.~~
 - ~~┆ Employees who leave employment with the City prior to completion of one (1) years' service shall not be compensated for any accrued vacation time. Any vacation time used during the first year shall be deducted from the lump sum payment.~~~~

Approved: _____ Revised: _____

~~6.1 Vacation Leave~~

- ~~a) All full time and part time regular employees shall be entitled to the following vacation time with pay after indicted period of continuous service:~~

Years of Service	Vacation Leave	Hours
1st - 5th Year	Eight (8) hours per full month worked	96

6th–15th Year	Twelve (12) hours per each full month worked	144
16th–20th Year	Thirteen and one-third (13.3) hours per each full month worked	160
20th Year & Over	Fourteen and seven-tenths (14.7) hours per each full month worked	176

- ~~b) Each full time and part time regular employee shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred and forty (240) hours. All vacation leave shall be taken at a time mutually agreeable between the employee and the employer. Should the two hundred and forty (240) hours maximum be exceeded through no fault of the employee, the employer shall pay the employee for all vacation in excess of the two hundred and forty (240) hours at their standard rate of pay.~~
- ~~c) Employees shall accrue vacation leave in accordance with the aforementioned provisions. Employees who leave employment with the City prior to completion of one (1) years' service shall not be compensated for any accrued vacation time.~~
- ~~d) Employees who have completed one (1) or more years of service and leave the employment of the City shall be eligible for pay for all accrued vacation leave not used.~~
- ~~e) On or before February 1st of each year, each department director shall post a twelve (12) month vacation roster establishing the dates that vacation is available. Employees within the Department shall bid vacation on or before March 1st of each year. Selection of vacation dates shall be made by order of seniority within each department. Where an employee~~

Approved: _____ Revised: _____

~~**6.2 Religious Holidays**~~

~~If a City employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her department director's approval, take the day off using vacation, compensatory time, or leave without pay.~~

~~**Chapter 7. Employee Responsibilities and Conduct**~~

7.1 General Conduct

- a) ~~All City employees are expected to represent the City to the public in a professional manner which is courteous, efficient, and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and the department director. The employee's department director will discuss the subject of personal appearance with the employee if it is felt he or she does not positively reflect the image of the City.~~
- b) ~~Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct, and behavior, the City has established certain minimum standards of personal conduct. Among the City's expectations are: Basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities, and resources; and providing orderly and cost efficient services to its citizens.~~
- c) ~~Violations of this policy may be grounds for disciplinary action, up to and including termination.~~

Approved: _____ Revised: _____

7.2 Outside Employment and Conflict of Interest

- a) ~~Employees shall 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 her/his assigned City job. Examples include, but are not limited to, outside employment which:~~
- ~~┆ 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.~~
 - ~~┆ Is conducted during the employee's regular work hours.~~
 - ~~┆ Utilizes City telephones, computers, supplies, or any other resources, facilities, or equipment, or.~~
 - ~~┆ Is employed with a firm which has contracts with or does business with the City.~~
- b) ~~An employee who chooses to have an additional job, contractual commitment, or self-employment may do so provided she/he obtains prior approval from the department director or the Chief Administrative Officer.~~

Approved: _____

7.3 Use of City equipment and Vehicles

- ~~a) City equipment, including vehicles, shall be used by employees for City business only unless otherwise directed by the Chief Administrative Officer.~~
- ~~b) The use of City telephones for local personal calls should be kept to a minimum; personal use for long distance calls is prohibited. Department directors may authorize employees to make personal long distance telephone calls when involving a work related situation. In a personal emergency situation an employee may make a long distance call and the City shall be reimbursed by the employee.~~
- ~~c) A City employee's misuse of City services, telephones, vehicles, equipment, or supplies can result in disciplinary action, up to and including termination.~~
- ~~d) All City employees driving or a passenger of a City vehicle shall use seat belts at all times and comply with all other laws and regulations governing motor vehicles.~~

Approved: _____ Revised: _____

7.4 Safety

- ~~a) Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to her/his supervisor and/or department director. The City will make every effort to remedy problems as quickly as possible.~~
- ~~b) In case of an accident involving a personal injury, regardless of how minor, employees shall immediately notify their department director, the City Clerk, or the Chief Administrative Officer.~~
- ~~c) The City shall establish a City Safety Committee composed of employees from work sites in the City. The Safety Committee will meet at least every quarter to review safety issues, problems, and review any accidents that have occurred. They shall make safety recommendations to each department director for implementation. They shall also conduct an annual safety review of all City work sites.~~

Approved: _____ Revised: _____

7.5 Complaint Procedure

Revised: _____

~~a) The City recognizes that sometimes situations arise in which an employee feels that he/she has not been treated fairly or in accordance with City rules, policies, and procedures. For this reason, the City provides its employees with this formal policy and procedure for resolving complaints concerning City rules, this personnel Policies and Procedures Manual, and other policies and procedures.~~

~~Step 1. An employee should first try to resolve any problem or complaint with his/her supervisor~~

~~Step 2. When normal communication between an employee and the supervisor is not successful or when an employee disagrees with the application of City policies and procedures, the employee should attempt to resolve the problem with his/her department director. This step should be taken within 5 days. The department director will respond to the employee in writing within 5 working days after meeting with him/her, if possible.~~

~~Step 3. If the employee is not satisfied with the response from the department director, the employee may submit the problem, in writing to the Chief Administrative Officer, or designee. The written complaint must contain, at a minimum, the following:~~

- ~~a) A description of the complaint;~~
- ~~b) A specific policy or procedure which the employee believes has been violated or misapplied~~
- ~~c) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;~~
- ~~d) The remedy sought by the employee to resolve the complaint.~~

~~The written complaint should be filed within fifteen (15) working days of the occurrence leading to the complaint or fifteen (15) working days after the employee becomes aware of the circumstances~~

~~Step 4. The Chief Administrative Officer, or designees, may meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within ten (10) working days of receipt of the complaint. The Chief Administrative Officer's, or designee's, response and decision shall be final and binding.~~

~~b. Employees who elect to use some other appeal or complaint procedure (i.e., Union Agreement or Civil Service) shall not be allowed to use this complaint procedure.~~

Approved: _____ Revised: _____

7.6 Reporting Improper Governmental Action

~~a) Employees of the City are encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions of City officials and employees.~~

~~b) Every employee has the responsibility to report to an appropriate person information concerning an alleged improper governmental action.~~

~~c) Definitions:~~

~~“Improper governmental actions” is any action by an elected official or employee of the City that:~~

- ~~┆ Is undertaken in the performance of the duties, whether or not the action is within the scope of the employee’s employment; or~~
- ~~┆ Is in violation of any federal, state, or local law or rule; or~~
- ~~┆ Is an abuse of authority; or~~
- ~~┆ Is of substantial and specific danger to the public health or safety; or~~
- ~~┆ Is a gross waste of public funds~~

~~“Improper governmental action” does not include the following personnel actions:~~

- ~~┆ Alleged labor agreement violations~~
- ~~┆ Appointments~~
- ~~┆ Assignments~~
- ~~┆ Complaints~~
- ~~┆ Demotions~~
- ~~┆ Dismissals~~
- ~~┆ Employee complaints~~
- ~~┆ Performance evaluations~~
- ~~┆ Promotions~~
- ~~┆ Re-employments~~
- ~~┆ Reassignments~~
- ~~┆ Reductions in pay~~
- ~~┆ Reinstatements~~
- ~~┆ Reprimands~~
- ~~┆ Restorations~~
- ~~┆ Suspensions~~
- ~~┆ Transfers~~
- ~~┆ Any action that may be taken under RCW Chapter 41.08, 24.12, or 41.56.~~

~~“Emergency” means a circumstance that, if not immediately changed, may cause damage to persons or property.~~

~~“Retaliatory action” means any adverse change in employment status or the terms and conditions of employment, including denial of adequate staff to perform duties, frequent staff changes, letters of reprimand, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action resulting from a report of improper government conduct.~~

PROCEDURES FOR REPORTING

- ~~a) An employee who becomes aware of improper governmental actions should raise the issue first with her/his supervisor. The employee shall submit a written report to the supervisor or to some person designated by the supervisor, stating in detail the basis for her/his belief that an improper governmental action has occurred. Where the employee reasonably believes improper governmental action involves her/his supervisor, the employee may raise the issue directly with the Chief Administrative Officer. Where the employee reasonably believes the improper governmental action involves the Chief Administrative Officer, the employee may raise the issue directly with the City Council.~~
- ~~b) Officers and employees involved in any investigation shall keep the identity of the reporting employee(s) and the accused confidential to the extent possible under law, unless the employee and/or the accused authorizes the disclosure of her/his identity in writing.~~
- ~~c) 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 report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.~~
- ~~d) In the absence of an emergency, employees reporting improper governmental action who fail to make a good faith effort to follow the procedures set forth in this policy shall not receive the protection provided by the City pursuant to state law.~~
- ~~e) The supervisor or Chief Administrative Officer shall take prompt action to properly investigate the report of improper governmental action. An investigator will be appointed by the Chief Administrative Officer and the employee shall be advised that prompt investigation is occurring. Emergency situations shall receive appropriate expedited response. Non-emergency situations shall receive serious, prompt attention.~~
- ~~f) The appointed investigator shall determine the scope of the investigation. After the investigation has been concluded, the Chief Administrative Officer shall decide (1) what action should be taken to address the reported improper governmental action, and (2) what, if any, personnel~~

~~action is required. The investigator shall apprise any accused employee that her/his actions have been the subject of investigation as a result of a report of improper governmental action.~~

- ~~g) After an investigation has been completed, the reporting employee shall be provided a summary of the results of the investigation. However, personnel actions taken as a result of the investigation shall be kept confidential.~~
- ~~h) Employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper governmental action occurred, or that insufficient action has been taken by the City to address the improper governmental action, or that for other reasons the improper governmental action is likely to recur.~~

PROTECTION AGAINST RETALIATORY ACTIONS

- ~~a) Elected officials and City employees are prohibited from taking retaliatory action against an employee because she/he has, in good faith, reported an improper governmental action in accordance with this policy.~~
- ~~b) An employee who believes she/he has been retaliated against for reporting an improper governmental action should advise their supervisors or the Chief Administrative Officer. Officials and supervisors shall take appropriate action to investigate and address complaints of retaliation.~~
- ~~c) If the supervisor or Chief Administrative Officer, as the case may be, does not satisfactorily resolve the complaint of retaliation, the employee may obtain protection under this policy and pursuant to state law by providing written notice of the City Council that (1) specifies the alleged retaliatory action and (2) specifies the relief request.~~
- ~~d) The following steps shall be followed if an employee feels she/he has been retaliated against for reporting improper governmental action:
 - ~~1. The employee must provide written notice to the City within 30 calendar days of the alleged retaliatory action~~
 - ~~2. The City will respond to the allegation within 30 calendar days.~~
 - ~~3. The employee, after receiving the City's response or after the City's 30-day response period has expired may, within 15 calendar days, request a hearing by delivering the request to the local government.~~~~

~~4. If a hearing is requested, the City is required to apply for a hearing before an administrative law judge. Such request for a hearing shall be made within five working days to:~~

~~State Office of Administrative Hearings
P.O. Box 42488, 4224 Sixth S.E.
Row Six, Bldg. 1
Lacey, WA 98504-2488
206-453-6353~~

~~5. At the hearing, the employee shall have the burden of proving the claim of retaliation by a preponderance of the evidence. The administrative law judge must announce a decision within 45 days, unless either party asks for and receives an extension or the judge announces an extension for good causes.~~

RESPONSIBILITIES

~~a) The Chief Administrative Officer is responsible for implementing the City's policies and procedures for reporting improper governmental action and protecting employees against retaliatory actions. This includes ensuring that:~~

- ~~┆ This policy is permanently posted where all employees will have reasonable access to it;~~
- ~~┆ This policy be made available to any employee upon request, and;~~
- ~~┆ This policy be provided to all new hires.~~

~~b) Officers, managers, and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.~~

~~c) Violations of this policy and the procedures specified above may result in disciplinary action, up to and including termination.~~

Approved: _____ Revised: _____

7.7 Blood-borne Pathogens

1. General

~~a) It is the policy of the City to provide a safe environment for employees which is as free as possible from infection from Hepatitis B virus and/or HIV. As such, all employees of the City are required to know and follow universal precautions as described by the~~

~~Centers for Disease Control. Specific infection control policies and procedures which have been adopted and implemented are as follows:~~

- ~~b) All employees whose tasks may expose them to blood, body fluids, or other potentially infectious materials (O.P.I.M.) shall be provided with a copy of these policies or shall have access to these policies.~~
- ~~c) These policies were adopted and shall be reviewed and updated on an annual basis. These policies shall also be reviewed and updated whenever the introduction of new or modified tasks or procedures warrant.~~

EXPOSURE DETERMINATION:

- ~~a) The following City positions perform tasks and duties which do or may expose them to blood and/or other body fluids: All positions in the Police Department, Public Works Department, and Adult Activity Center.~~
- ~~b) These employees could potentially be exposed to blood and/or body fluids through mucous splash and/or by handling of instruments or materials used in the performance of their duties.~~
- ~~c) All procedures must be performed in such a manner as to prevent or minimize any splashing, spraying, or spattering of blood or other potentially infectious materials~~
- ~~d) Employees are prohibited from eating and drinking, applying cosmetics or lip balm, and handling contact lenses in patient exam rooms, lab areas, or any other work area where there are infectious materials. In addition, employees are prohibited from storing food or drink in refrigerators, freezers, shelves, cabinets, or counter tops where blood or other potentially infectious materials may be present.~~

2. HBV Vaccinations

- ~~a) HBV vaccinations shall be offered to all of the above identified employees free of charge by the City. The City will pay for all fees associated with that service. The vaccination will be provided after the employee has received the training outlined in these policies but within 10 days of assignment to duties. This policy shall exempt employees who have previously received the complete vaccination series, whose antibody testing indicates they are immune, or those employees for whom the vaccine is contraindicated. Employee vaccinations shall be documented and maintained in the employee's medical record as prescribed by WISHA and shall be preserved for the duration of employment plus 30 years.~~
- ~~b) Routine booster doses of the HBV vaccine shall be provided in accordance with US~~

~~Public Health Service recommendations at no cost to the employees.~~

- ~~c) If an employee refuses to obtain the required HBV vaccinations, the employee will be required to document that refusal on the HBV Declination Statement Form which will be maintained in the employee's medical record for the duration of employment plus 30 years. If, however, an employee subsequently decides to have an HBV vaccination, it will be made available under the same terms and conditions as stated above.~~

3. Follow-Up Procedures After Possible Exposure to HIV-HBV

- ~~a) All employees are required to report any incident of exposure to blood and/or body fluids to their immediate supervisor. All exposure incidents shall be recorded on the OSHA 200 form and maintained in the employee's medical record. All exposures must document the route(s) of exposure and the circumstances under which the exposure occurred.~~
- ~~b) Possible exposure incidents include percutaneous needle sticks or cuts or mucous membrane exposure to blood or body fluids via chapped, abraded, or otherwise non-intact skin surfaces.~~
- ~~c) The source individual shall be notified of the exposure incident and be requested to consent to an obtain testing for HIV/HBV. The refusal of the source individual to consent for individual's test shall be made known to the exposed employee. The exposed employee shall also be reminded of the law and regulations concerning the disclosure of the identity and infectious status of the source individual.~~
- ~~d) If the source individual refuses to consent to HIV/HBV testing or if the source individual tests positive, the exposed employee shall have a clinical evaluation which includes HIV and HBV antibody testing as soon as possible.~~
- ~~e) If the exposed employee tests show negative, the employee shall be re-tested 6 weeks' post-exposure and on a periodic basis thereafter, at twelve weeks and 6 months.~~
- ~~f) Follow-up procedures shall also be taken for employees exposed or potentially exposed to HBV, depending on employee immunization status, antibody response, and HBV serologic status of source individual.~~
- ~~g) If the exposed employee refused to submit to clinical evaluation and HIV and HBV testing, such refusal will be documented and maintained in the employee's medical record.~~

- ~~h) If the employee consents to baseline blood collection but does not consent to testing, the employee's blood sample shall be preserved for 90 days. If, within 90 days of exposure, the employee elects to have the baseline sample tested, such testing will be conducted as soon as possible.~~
- ~~i) Exposed employees shall have access to post-exposure prophylaxis as recommended by the US Public Health Service, when medically indicated, as well as counseling.~~
- ~~j) Exposed employees shall also be advised to report and seek medical evaluation of any acute febrile illness within 12 weeks following exposure.~~
- ~~k) All tests shall be conducted by an accredited laboratory at no cost to the employee.~~
- ~~l) The following information will be provided to the physician performing the post-exposure evaluation:
 - ~~┆ A copy of the WISHA regulation pertaining to Blood borne pathogens~~
 - ~~┆ A description of the employee's duties~~
 - ~~┆ Documentation of the route(s) of exposure and circumstances under which the exposure occurred.~~
 - ~~┆ Results of the source individuals blood testing, if available.~~
 - ~~┆ All relevant medical records of the employee, including vaccination status.~~~~
- ~~m) The employer will obtain a written report and opinion from the physician performing the post-exposure evaluation which shall be limited to the following:
 - ~~┆ Whether an HBV vaccination is indicated and if the employee has received such vaccination.~~
 - ~~┆ That the employee has been informed of the results of the evaluation.~~
 - ~~┆ That the employee has been told about any medical conditions resulting from exposure to blood or other infectious materials which warrant further evaluation or treatment.~~~~
- ~~n) In the event of employee exposure to blood or body fluids via percutaneous needle stick, cuts, or mucous membrane exposure, necessary medical treatment shall be administered as appropriate for the type of injury.~~

4. Sharps and Disposable Items

- ~~a) The following sharp instruments and disposable sharp items are used in City locations and/or facilities and could potentially expose employees to blood or other body fluids: HYPODERMIC NEEDLES, SCALPEL BLADES, SUTURE NEEDLES, ASPIRATION~~

~~NEEDLES, SYRINGES, KNIVES, RAZOR BLADES, STRAIGHT NEEDLES, PINS, SHARP GLASS, ETC.~~

~~b) Sharp instruments and disposable sharp items shall, after use, be disposed of in the following manner:~~

~~┆ All such sharp items shall be placed in leak proof, rigid, puncture resistant, break-resistant containers which are conspicuously labeled and which are located at various work sites and some City vehicles.~~

~~┆ The person using the sharp instrument or item shall be responsible for its proper disposal immediately after use or as soon as feasible.~~

~~┆ Needles shall not be recapped, purposely bent or broken, or removed from disposable syringes. If recapping or removal is necessary, it must be accomplished by using mechanical device or one-handed "scoop" technique.~~

5. Linens and Laundry

~~a) The following linen items are used in the office and may be exposed to blood or body fluids during operative or invasive procedures and/or other associated duties performed by employees: Uniforms, blankets, rags, towels, gloves, rain gear, bedding, personal protective equipment, exam gloves, etc.~~

~~b) Contaminated laundry shall be handled as little as possible with a minimum of agitation. Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in the location of use.~~

~~c) Contaminated laundry shall be placed in a red, leak-proof bag which shall be marked appropriately to indicate the potential infectious status of its contents. Should outside contamination occur, double bagging shall be required.~~

~~d) Employees who handle or have contact with contaminated laundry shall wear gloves.~~

~~e) The employer shall be responsible for transport, laundering, and disinfecting of the linen items.~~

6. Disposable Equipment and Material

~~a) The following disposable equipment and material is used and does come in direct contact with blood or body fluids and could potentially expose employees to HIV/HBV: TONGUE DEPRESSORS, COTTON APPLICATOR TIPS, BANDAGES, GAUZE, SUTURE SILKS, NYLONS, GLOVES, PAPER TOWELS, ETC.~~

~~b) The above referenced, non-sharp disposable equipment and/or material shall be segregated and disposed of in a leak-proof plastic bag which shall be in the area where the item was used.~~

~~c) Disposal and transport of the above referenced items shall be carried out as outlined in the housekeeping section of these polices.~~

7. Reusable Equipment

- ~~a) The following reusable equipment is used in this office and does come in direct contact with blood or other body fluids and could potentially expose employees to HIV/HBV: HEMOSTATS, FORCEPS, SCALPEL HANDLES, TISSUE RETRACTOR, SCISSORS, MOUTH MIRRORS, SPECULUMS, ETC.~~
- ~~b) Reusable equipment shall be scrubbed to remove all debris from surfaces immediately following use by the person using said equipment.~~
- ~~c) Instruments shall then be placed in autoclave and sterilized according to recommended handling to prevent accidental burns. NOTE: Some equipment may be cleaned in a dishwasher utilizing a high-temperature (170-180 degrees) final rinse water to sanitize. If this technique is used, the equipment cleaned in this should be identified. In addition, a policy requiring the employee to monitor the temperature of the dishwasher rinse water should be adopted, as well as a procedure for prompt service if the proper temperature is not maintained.~~
- ~~d) Alternate sterilization procedures shall be followed using cold sterile solutions prepared to appropriate dilution as recommended for control of HBV.~~

8. Hand Washing

- ~~a) All employees having direct contact with blood and O.P.I.M. shall wash hands using warm water and soap before and after contact with blood or O.P.I.M. If such facilities are unavailable, alcohol foams or antiseptic wipes may be used.~~
- ~~b) Employees shall immediately remove and dispose of gloves in appropriate segregated waste receptacle located in work areas and City vehicles where exposure may occur in order to prevent contamination of other areas.~~
- ~~c) Employees shall immediately and thoroughly wash hands and other exposed skin surfaces after removal of gloves, using warm water and soap.~~
- ~~d) These procedures shall also be followed after removal of other personal protective equipment following accidental exposure to blood or body fluids.~~
- ~~e) Reusable personal protective equipment shall be rinsed and sterilized per the recommendations set forth by the manufacturer.~~

9. Personal Protective Equipment

- ~~a) The City shall provide and maintain, in a sanitary and reliable condition, necessary personal protective equipment which is relevant to the procedures and job functions of employees. Employees are required to use appropriate protective equipment for the task they are performing, except in those rare and extraordinary circumstances when such~~

~~use would, in the employee's professional judgement, prevent the service from being provided. In such cases, the incident shall be investigated and documented in order to determine if changes can be instituted to prevent such occurrences.~~

- ~~b) The use of gloves is indicated and must be worn:
 - ~~┆ For all emergency response care which involves potential exposure to blood or body fluids.~~
 - ~~┆ If the employee has cuts, abraded skin, chapped hands, dermatitis, or other non-intact skin.~~
 - ~~┆ During all cleaning of blood or body fluids and decontaminating procedures.~~
 - ~~┆ When scrubbing instruments are contaminated with blood or body fluids prior to sterilization and are capable of causing puncture or cut wounds.~~~~

- ~~c) Gloves shall be of appropriate quality and material and shall comply with the standard of safety for the procedures performed. The employer shall supply a sufficient quantity of gloves, glove liners, and powderless gloves, or similar alternatives will be made available to those employees who are allergic to the gloves normally provided. Gloves shall be single use and shall be disposed of immediately following each patient contact or procedure.~~

- ~~d) Masks and eye protectors shall be available and be required to be used when contamination of mucosal membranes (eye, nose, or mouth) with body fluids is likely to occur.~~

- ~~e) Resuscitation equipment shall be provided to minimize the need for mouth to mouth resuscitation and shall be easily accessible in the event resuscitation is necessary. Mouth suctioning of blood or other potentially infectious material is prohibited.~~

- ~~f) All personal protective equipment must be removed and placed in the appropriate area or container prior to leaving the work area.~~

10. Housekeeping

- ~~a) General Policies
 - ~~1. All equipment and work surfaces must be cleaned and decontaminated after contact with blood or other potentially infectious material and at the end of each work shift.~~

 - ~~2. Protective coverings used to cover equipment are to be removed and replaced as soon as feasible after being contaminated and at the end of each work shift.~~

 - ~~3. All bins, cans, or other receptacles which will be reused and which may be contaminated are to be emptied, cleaned, and decontaminated at the end of each work~~~~

shift.

- ~~4.— Broken glassware which may be contaminated is not to be picked up by hand but cleaned up by using a broom and dust pan, tongs, or forceps.~~
- ~~5.— Reusable sharps are, after use, to be placed in the appropriate labeled container. Employees shall not reach into such containers with their hands but must place and retrieve used (and presumably contaminated) sharps with tongs or forceps.~~

~~b.) Regulated Waste (Disposable Sharps)~~

- ~~1.— Contaminated sharps shall be discarded immediately after use, or as soon as feasible, in appropriate containers. Containers are to be:~~

- ~~┆ Closable~~
- ~~┆ Puncture resistant~~
- ~~┆ Leak proof on sides and bottoms~~
- ~~┆ Appropriately labeled~~
- ~~┆ Maintained upright~~
- ~~┆ Emptied or replaced daily or whenever 2/3 full~~

- ~~2.— When moving containers containing contaminated sharps, care should be taken to assure the container is closed to prevent spillage or protrusion of contents.~~
- ~~3.— In the event of leakage or protrusion, the container is to be placed in a secondary container which must also be closable, puncture resistant, and leak-proof.~~

~~c.) Other Regulated Waste~~

- ~~1.— Other regulated waste includes liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.~~
- ~~2.— Such regulated waste must be placed in the appropriate, labeled containers. Containers are to be:~~
 - ~~┆ Closable~~
 - ~~┆ Leak proof during handling, storage, or transport~~
 - ~~┆ Appropriately labeled~~
- ~~3.— Containers must be closed prior to removal to prevent spills or leaks.~~
- ~~4.— If outside contamination occurs, the container is to be placed in a secondary container.~~

~~which is also closable, able to prevent leakage, and appropriately labeled.~~

~~d) Disposal~~

~~At the end of each day, regulated waste shall be removed from vehicles or other areas and placed in a waste receptacle lined with a red, leak proof plastic bag and stored in the appropriate location for pick-up and disposal by an outside contractor retained by the employer. Such independent contractors will be responsible for the training of their employees regarding the identification, segregation, and disposal of infectious waste.~~

11. Signs and Labeling

~~a) Warning labels shall be affixed to all containers of regulated waste (disposable sharps), refrigerators or freezers containing blood or other potentially infectious material, and containers used to store or transport blood or potentially infectious material.~~

~~b) Warning labels will include the following symbol and will be state color — E.G., Florescent orange or orange-red, or predominately so, with lettering and symbol in a contrasting color.~~

~~See CH296-62 WAC part J, Page 17~~

~~c) Warning labels will be affixed to containers by string, wire, or adhesive in order to prevent their unintentional removal. Note: Red containers may be substituted for labels. See CH296-62 WAC Part J, Page 17~~

~~d) Red bags will be used for contaminated laundry and non-sharp regulated waste.~~

12. Education and Training of Employees

~~a) All employees whose job functions involve the risk of exposure to blood or body fluids shall receive appropriate education and training prior to the commencement of their duties and annually thereafter. Such education and training shall, at a minimum include:~~

~~┆ A copy of the regulation and an explanation of its contents.~~

~~┆ A general explanation of the epidemiology and symptoms of blood-borne diseases.~~

~~┆ An explanation of the modes of transmission of blood-borne pathogens.~~

~~┆ An explanation of the employer's exposure control plan and means by which the employee can obtain a copy of the written plan.~~

~~┆ An explanation of the use and limitations of methods that will prevent or reduce exposure, including work practices and personal protective equipment.~~

~~┆ Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment.~~

~~┆ An explanation of the basis for selecting personal protective equipment.~~

~~┆ Information on the Hepatitis B vaccine including information on its efficacy, safety, method of administration, benefits of being vaccinated, and that the vaccine will be~~

- offered free of charge.
 - ~~┆ Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.~~
 - ~~┆ An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and medical follow-up that will be made available.~~
 - ~~┆ Information on the post-exposure evaluation and follow-up that the City is required to provide.~~
 - ~~┆ An explanation of the signs and labels and/or color-coding used by the City.~~
 - ~~┆ An opportunity for interactive questions and answers with the persons conducting the training session.~~
- b) ~~Additional training will be provided when new tasks or procedures are instituted.~~
- c) ~~Records of training sessions will be maintained for three years. Such records will include:~~
- ~~┆ Date~~
 - ~~┆ Summary of contents~~
 - ~~┆ Name(s) and qualifications of person(s) conducting the training session~~
 - ~~┆ Names and job titles of all persons attending the training session~~
- d) ~~Training records will be made available to employers, their representatives, and appropriate government representatives.~~

13. Medical Records

- a) ~~A medical record for each employee whose duties include potential occupational exposure will be maintained by the City. These records will include:~~
- ~~┆ The name and social security number of the employee~~
 - ~~┆ A copy of the employee's HBV vaccination status, includes the date of vaccination and any medical records regarding the employee's ability to receive the vaccination.~~
 - ~~┆ A copy of all opinions, examinations, testing, and follow-up involving post-exposure incidents.~~
- b) ~~Such records will be kept confidential and will not be disclosed to any person, except as required by law, without the express written consent of the employee.~~
- c) ~~Such records will be maintained for 30 years beyond the duration of employment.~~

14. Procedures in the Event of Personal Exposure

- a) ~~All employees are required to use the following procedures in the event of exposure to possibly infectious blood or body fluids:~~
- ~~┆ Needle Stick: Mil the exposure to express blood and clean the wound vigorously with~~

~~soap and water for 10-15 seconds using friction~~

- ~~┆ Mucosal Splash: For mucosal splash to eyes, nose, or mouth, flush or rinse with saline or water. For a mucosal splash to the skin or contamination of open wound, wash with soap and water. Change clothes if needed.~~
- ~~┆ Reporting: Report all needle sticks, mucosal splashes, and contamination of open wounds with blood and/or body fluids to immediate supervisor.~~

Approved: _____ Revised: _____

7.8 Code of Ethics

- ~~a) City employees must be aware of the ethical responsibilities of their position and must constantly strive to live up to the highest possible standards of professional conduct. City employees shall perform all duties impartially, without regard to status, sex, religion, national origin, age, disability, political belief or aspiration. All citizens will be treated equally with courtesy, consideration, and dignity.~~
- ~~b) Whatever a City employee sees, hears, or learns that is of confidential nature will be kept secret, unless the performance of duty or legal provisions requires otherwise. No City employee shall use confidential information for their personal gain or benefit or the gain or benefit of another. The public has the right to security and privacy, and information obtained about them must not be improperly divulged.~~
- ~~c) No City employee may use any person, money, or property under their official control or direction or in their custody or to which they have access for the private benefit or gain of the employee or another.~~
- ~~d) City employees shall not solicit or accept from any person, business, or organization any gift, gratuity, reward, etc. (including money, tangible or intangible personal property, food, beverages, loan promise, service, or entertainment) for the benefit of the employee of the City of Milton if it may reasonably be inferred that the person, business, or organization: 1) seeks to influence action of an official duty or 2) has an interest which may be substantially affected directly or indirectly by the performance or non-performance of an official duty.~~
- ~~e) No employee will be involved in any activity, action, or process that may be considered to result in any real or perceived benefit to the employee in any manner.~~

Approved: _____ Revised: _____

~~8.1 — Exit Interview~~

- ~~a) The Chief Administrative Officer may conduct or have conducted an exit interview with employees leaving employment with the City of Milton.~~

~~Chapter 9. Information Systems User Requirements~~

~~9.1 — Official Use Policy~~

- ~~a) City of Milton owned and operated computer systems are to be used to conduct Official Government Business ONLY.~~
- ~~┆ Official use is related to the execution of your job and departmental mission.~~
 - ~~┆ Unofficial use for personal reasons or recreation (private letters, games, personal financial gain, etc.) is strictly prohibited.~~
- ~~b) Unauthorized access or use of Government computers and software is prohibited by Title 18.U.S. Code. Section 1030, fraud and related activity in connection with computers.~~
- ~~┆ Do not change the operating system configuration by adding, deleting, or modifying existing software without authorization of the Mayor or their designee.~~
 - ~~┆ Do not install new software or system upgrades without authorization of the mayor or their designee.~~

Approved: _____ Revised: _____

~~9.2 — Information Security~~

- ~~a) City of Milton computer systems are considered to be SENSITIVE, because these systems process protected information:~~
- ~~┆ For Official Use Only (FOUO), such as, Law Enforcement, Court Records, Utility Records, personnel information (administrative decisions or policies), medical data.~~
 - ~~┆ Privacy Act data, such as Social Security Numbers, home addresses/phone numbers, spouse's names, allotments, withholdings, etc.~~
 - ~~┆ Privileged information related to awarding of contracts.~~
 - ~~┆ Propriety information which belongs to a civilian corporation or is on loan to the City.~~
 - ~~┆ Financial data, such as budget, economical, management related information, City of~~

~~Milton credit cards.~~

- ~~a) Protection of sensitive information is mandated by federal and state regulations; therefore, it is subject to monitoring by authorized personnel to ensure the appropriate security measures remain in effect.~~
 - ~~┆ It may be necessary for someone to review your files during absences, system troubleshooting efforts, upon your relief, or in extenuating circumstances of inappropriate use.~~
 - ~~┆ With this in mind, understand that there is no expectation of privacy while using City of Milton information systems.~~

~~Approved: _____ Revised: _____~~

9.3 — Physical Security

- ~~a) Physical security is an important practice that safeguards against unauthorized use, and can be achieved through basic measures such as:~~
 - ~~┆ Challenging strangers or unknown personnel in your workplace or computer area~~
 - ~~┆ Never leaving an active terminal unattended (lock the computer workstation when not in the immediate vicinity, such as when you leave your desk during work hours).~~
 - ~~┆ Logging out when leaving for the day (this also ensure your central files are backed up regularly).~~
 - ~~┆ Tampering with or altering hardware (e.g. physically installing or removing memory).~~

~~Approved: _____ Revised: _____~~

9.4 — Safeguarding Data

- ~~a) An appropriate level of protection must be provided to information systems equipment and storage media.~~
 - ~~┆ Eating or drinking, near computer equipment or media is strictly prohibited. This is a careless practice and not covered by warranty under the computer workstation contract.~~
 - ~~┆ Magnetic material (in devices such as portable radios & telephone handsets) must not be kept near AIS storage media (such as disks, CD-ROM's or tape) because of possible erasure from magnetic fields.~~
 - ~~┆ Store your floppies and tapes safely in protective jackets/containers when not in use.~~

- ~~b) Although CD-ROM's can't be altered by magnetic material, their performance or ability to extract data can be lost if handled improperly or the protective surface is damaged.~~
 - ~~┆ Always hold by the edges, being careful not to smudge or smear the mirrored surface.~~

~~┆ Scratches can make the CD-ROM unreadable.~~

~~e) Print outs and other paper documents may contain SENSITIVE information and must be stored appropriately.~~

Approved: _____ Revised: _____

9.5 — Passwords

~~a) Every computer workstation must use a password~~

~~┆ Passwords must be formulated using alphanumeric characters to prevent them from being easily guessed.~~

~~┆ Passwords must not be names/numbers that can easily be associated with your person (i.e. well known nicknames, spouse's, or close relatives (son, daughter, mother, etc.) name, favorite sports teams, type of car you drive, etc.) nor should they be dictionary words (e.g. "Spider" or "Office").~~

~~┆ Try to choose a password that is easy for you to remember but is not easily guessed.~~

~~b) The sharing of passwords is strictly prohibited. Writing passwords down in easily accessible places (such as "post-it" notes on your desk or in your organizer file under "P", etc.) is also prohibited.~~

~~┆ Remember: your password is used to authenticate you and only you as a valid user of the system.~~

~~Any misuse, abuse, or practices that may jeopardize the system could be directly associated to your user name.~~

~~c) If you feel your password has been compromised or that unauthorized personnel are accessing your files, report it immediately to your system administrator.~~

Approved: _____ Revised: _____

9.6 — Electronic Mail

~~a) Electronic Mail (E-mail) is a City owned communications system used to communicate within the City. Only those employees who have signed and submitted a copy of the Employee Electronic Mail Account Waiver Form are authorized to use the E-Mail system. Unauthorized access is a violation of law and Milton City Policies and may result in disciplinary action.~~

~~┆ E-mail is subject to the same "For Official Use Only" constraints as government postal mail or telephones, and must be used to conduct Official Government Business ONLY.~~

~~b) You may have heard or read about many legal issues concerning expectation of privacy over E-mail. You, as a city employee, should be aware that system administrators have the~~

~~responsibility to manage the e-mail network and may have to review your e-mail. Everyone should assume that electronic evidence discovery may recover deleted or unsaved data.~~

~~┆ It may be necessary for someone to view your E-mail during absences, during system troubleshooting, upon your relief, or in extenuating circumstances of inappropriate use.~~

~~c) With the availability of gateways to public and private networks (internet as an example), E-mail transmitted for personal or unauthorized reasons has the potential to cause great embarrassment or harm to the City of Milton.~~

~~┆ City resources must not be used to support private or personal agendas, whether political, moral, or philosophical (issues such as Government policies, Gay Rights, Abortion, Religion, etc. are at a minimum illegal and unethical, and are strictly prohibited).~~

~~┆ Do not forward E-mail chain letters~~

~~d) Transmission of messages which contain EFTO (Encrypted for Transmission Only) information (attached documents or forwarded official messages) is not authorized on City E-mail systems.~~

~~┆ EFTO information shall not be transmitted outside of Local Area Network (LAN) unless it is contained within an official message and transmitted via authorized encrypted circuits.~~

~~e) Transmission of attachments greater than 2 MB in computer workstation E-mail could affect network performance and is not recommended (e.g. slows down capability for you and others to timely access and process information).~~

Approved: _____ Revised: _____

9.7 — Computer Viruses/Malicious Programs

~~a) All computer workstation users must prevent the transmission of computer viruses through the use of anti-virus software.~~

~~┆ Every floppy disk must be immediately scanned by virus detecting software prior to being used in a City owned and operated PC (use the floppy virus scanner found in the "ADMIN tools").~~

~~┆ Any software or files downloaded from bulletin boards or the internet must be scanned for viruses prior to being used on the city owned and operated systems (use the hard disk virus scanner found in "ADMIN tools").~~

~~┆ Failure to virus scan can compromise system integrity (e.g. network failure and loss of essential information required in the performance of your job and others throughout the City). If you suspect, you have loaded a virus immediately contact your system administrator. Do not attempt to solve the problem on your own.~~

Approved: _____ Revised: _____

9.8 — Internet Use

~~You may, upon authorization of the mayor or their designee, have access to the internet. Use of the internet is for conducting Official Government Business ONLY for web browsing and internet E-mail. This is to benefit you in the performance of your job or enhance information resources required to complete your assigned duties. Be sure your use of the internet enhances your job performance and/or saves time.~~

Web Browsing

~~Your Web site locations are continually monitored electronically at the City Internet Gateway. If you abuse your internet privilege, your system administrator will be notified and appropriate action will be taken, including revocation of internet access privileges.~~

- ~~┆ Again, connection to web sites NOT related to official government business is strictly prohibited.~~
- ~~┆ Downloading, copying, forwarding, or viewing inappropriate material (text, graphics, audio, video, etc.) of a sexual, political, or other inappropriate content that is illegal or offends others in the workplace is explicitly NOT authorized and may be prosecutable under civil and state law. (e.g. pornography, illegal drugs; criminal and/or hate groups; racism; on-line gambling, etc.). Other inappropriate uses may include but are not limited to sports, entertainment merchandising, ticketing movies, interactive games, etc.). Surfing to magazines, newspapers, or on-line broadcasts (e.g. news TV, sports, etc.) may be acceptable if used in the context of your job or related to the City of Milton (e.g. surfing to news articles about the City is okay, but watching the OJ trial would not be).~~
- ~~┆ Computer workstation users should minimize their connection time to any legitimate web site locations in the normal course of their job because it slows down your computer and computer workstation network's ability to process information quickly.~~

Internet E-Mail

~~The internet offers global electronic communications through the use of many computer networks connected worldwide. Some computer workstation users may be authorized in the performance of their jobs to interact with industry counterparts (e.g. Courts, Law Enforcement, other City Departments, etc.); and use City E-mail to communicate outside of the City.~~

- ~~┆ Users must apply the criteria as outlined in paragraph 2 to ensure sensitive city information is not transmitted, received, or shared over the internet because it can be potentially viewed by many non-intended recipients worldwide.~~

~~Using the city accessed internet as a means for auto forwarding your official City E-mail to personal or business internet account is not authorized.~~

Approved: _____ Revised: _____

9.9 — Illegal Software and Games, and BBS Systems

~~a) In order to protect the integrity of data on City information systems, the use or loading of illegal software (“bootleg” or pirated copies), games, and “public domain” or third party software (shareware) is prohibited.~~

~~┆ Public domain software may be allowed by the Mayor or their designee.~~

~~b) It is illegal to reproduce or copy any licensed software or any copyright protected software the City has purchased.~~

Approved: _____ Revised: _____

9.10 — Use of Personal Computers

~~a) Using your privately owned computer resource (e.g. your home PC) to work on related City business requires that you be aware of several cautionary points:~~

~~┆ The transport of City information on portable media (e.g. from office to home and return) must be in the control of the user at all times.~~

~~┆ Sensitive information (see categories listed in paragraph 2 above) shall not be permanently stored on your privately owned computer resource.~~

~~┆ Under public disclosure laws once you utilize your home computer for city business, your home computer may be subject to complete disclosure with court order.~~

Approved: _____ Revised: _____

9.11 — General Use (filing, training, support)

~~a) Any files within your directory that are no longer necessary should be deleted to prevent your directory from filling up.~~

~~┆ Conduct a “cleanup” of your directory at least monthly. Files that may be needed for record purposed should be copied or backed up to floppy disks (which may need to be~~

~~“zipped”) or to backup tapes.~~

~~b) It is the responsibility of each user to ensure he/she receives adequate training in the use of computer systems and the application/programs on it. If you need training, discuss it with your supervisor.~~

~~c) Problems must be reported to the system administrator.~~

~~┆ Remember, whenever a problem occurs, immediately write down the error code(s) or message(s) and a description of the work being conducted at the time of the failure.~~

~~Approved: _____ Revised: _____~~

~~**9.12 Portable Computer Systems**~~

~~a) ALL users of portable systems (laptops, notebooks, etc.) are responsible for all the provisions indicated above, in addition to the following:~~

~~┆ Know how to properly use and care for the portable computer hardware, software and associated peripherals while on the road.~~

~~┆ Safeguard against loss, theft, or destruction.~~

~~Approved: _____ Revised: _____~~



Employee Handbook

Updated October 2020



Vision Statement

A City for all ages striving to maintain its small-town character and support for strong schools, public safety and neighborhood unity balances the need to grow and prosper in a sustainable manner with the environmental, political, economic and social desires of the City.

A great place to raise a family with interconnected and attractive parks, trails and public spaces complimentary of the natural environment, critical areas and valuable natural resources for the enjoyment of future generations.

A City that understands the relationship between commerce and healthy livable cities; an understanding that guides the need to support business and economic growth, in harmony with the City's small-town charm.

This Employee Handbook is a general information guide to the City's current employment policies and procedures. The City recognizes that departments may establish policies and procedures that are specific to their department. None of the provisions in this manual shall be deemed to create a contractual right by any employee nor to limit the power of the City to repeal or modify these rules. This manual revokes and supersedes any prior manuals or handbooks you may have received. The City reserves the right to deviate from these policies in certain situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost-effective services to its citizens.

These policies and procedures shall apply to all City employees. They shall not apply, unless otherwise stated, to elected officials, independent contractors and volunteers. In the event of a conflict between these policies and any collective bargaining agreement, civil service rule, State or Federal law, the terms and conditions of **that** agreement, rule, or law shall prevail. In other cases, these policies and procedures shall govern.

The Mayor or Designee shall establish a Labor and Management Committee that will meet periodically but not less than twice a year. The Committee will meet to review and recommend modification, amendment, addition and/or repeal of these personnel policies and procedures.

Unless specific rights are granted to employees through bargaining agreements, civil service rules, or elsewhere, all employees of the City are considered at-will employees. Their employment and compensation may be terminated, with or without cause, at the option of either the employee or the City.

Definitions

This policy provides definitions of various actions, entities, positions, processes, documents, and duties employed in the day-to-day operations of the City.

Acting in Capacity Assignment: Temporary assignment of an employee to perform duties and responsibilities of a job classification other than such employees usual job assignment. In the event an acting-in-capacity assignment involves increased authority in the workplace, the assigned employee shall exercise such increased authority in the workplace. The assigned employee shall exercise such increased authority in accordance with directions from the Department Director with the approval of the Mayor.

Anniversary Date: The yearly return of the day and month corresponding with the employee's date of hire.

Appointment: A position (authorized by the City Council and Mayor) filled by the Appointing Authority. Appointments include full-time, orientation, provisional, and part-time. Status levels of employment with the City are as follows:

- **Full Time** – A position which is scheduled for an average of 40 or more continuous hours per week for a period longer than six (6) months or twelve (12) months for identified Civil Service positions. The scheduled duration of full-time position shall not affect an employee's at-will employment status.
- **Regular** – A full-time employee who has completed the orientation period.
- **Part-Time Regular** – A position in which the employee regularly works less than forty (40) hours per week but not less than twenty (20) hours per week. Part-time regular employees shall accrue vacation, sick leave, and holiday benefits in direct ratio to the hours worked.
- **Part-Time Non - Regular** – A position in which the employee regularly works less than twenty (20) hours per week or occasionally may work more than twenty (20) hours per week and up to forty (40) hours per week on a seasonal basis.
- **Provisional** – A limited civil service appointment of a certified or non-certified person to either a classified position which is not vacant but is currently unfilled due to an authorized leave-of- absence or classified position for which there is no current eligible register.
- **At-Will** – An employee who serves at the pleasure of the Appointing Authority. This includes, but is not limited to, Department Directors, orientation, part-time employees, provisional employees, and temporary employees. At-will employment can be terminated with or without cause, by either the employee or the City.

- **Temporary** – An assigned position not to exceed nine hundred sixty (960) hours per calendar year days and not required to belong to the Union.

Authorized Position- A position authorized through the budget process by the City Council and approved by the Mayor.

Classification: A single position or a group of positions in the City sufficiently alike in duties, authority, and responsibilities that the same qualifications may be required, and the same rate of pay can be equitably applied to all positions in the group.

Confidential Employee: Acting in a confidential capacity, assists a person who formulates, determines, and effectuates management policies in the area of collective bargaining.

City Council: The elected legislative body of the City government.

Continuous Services: An employee's work history in a regular budgeted position which has no break in service other than approved leave with pay or approved leave without pay for a period not exceeding one year. In an unusual case, because of military service, the time limitation may be extended.

Demotion: The movement of an employee from a position in one classification to a position in another classification having a lower salary range. A non-disciplinary demotion shall not reflect discredit on an employee.

Department Director: An at-will employee who has responsibility for the management of one or more departments on behalf of the City.

Exempt Employee: Exempt employees are not eligible to receive overtime compensation based upon criteria established by the Fair Labor Standards Act (FLSA) and Washington State Law.

Job Description: The written description of a position containing title, responsibilities, and minimum qualifications, to include knowledge, skills, abilities, training, experience, and possible licensing.

Job Evaluation: The process of determining the proper classification, rating, or value of an individual job in relation to other jobs within and outside the organization.

Layoff: A separation from service because of lack of funds, abolishment of a position, or for other reasons not reflecting discredit on an employee.

Mayor: The Mayor is the elected Chief Administrative Officer and responsible for the proper administration of all City departments and programs.

Personnel Action: Any action taken with reference to appointment, compensation,

promotion, demotion, transfer, layoff, dismissal, or any disciplinary action affecting status of employment.

Personnel File: Confidential personnel records of every City employee maintained and controlled by Human Resources, at City Hall.

Position: A group of current duties and responsibilities assigned by appointing authority requiring the employment of one person that is established by the legislative body of the City.

Orientation: A working test period during which an employee is required to demonstrate his/her ability and capacity to perform the duties of the position to which she/he has been hired.

Promotion: The movement of an employee from a position in one class to another class requiring increased duties and responsibilities, requiring greater pay and qualifications, and providing a higher maximum rate of pay.

Reclassification: Change in allocation of an individual position by raising it to a classification having a higher salary range, reducing it to a classification having lower salary range, or moving it to another classification at the same level on the basis of significant changes in the kind, difficulty, or responsibility of work performed in the position.

Recognized Employee Organization: Any organization or union which includes employees of the City and which has as one of its primary purposes the representation of employees in their employment relations with the City and has become recognized by the City under the procedures as outlined in the State Collective Bargaining Law, RCW Chapter 41.56.

Reinstatement: The return of an employee to his/her former position in the service of the City within five years after layoff or at any time after successful appeal of a suspension, reduction in rank, termination. If the employee is a union employee, the reinstatement (recall) shall be strictly on the basis of seniority to any previously held classification if a vacancy occurs because of a layoff or reclassification.

Resignation: The voluntary action by an employee of terminating her/his employment with the City.

Seniority: The priority of an employee based on the length of the employee's continuous service to the City since the employee's last date of hire.

Supervisory Employee: A City employee that reports to management and directs or assigns daily activities of one or more employees. Authority includes recommendations for hiring, termination, discipline, and evaluation of employees within the department.

Severance Pay: Additional compensation that may be provided by the City at the time of

separation of employment from the City.

Suspension: A temporary removal from duty without pay of an employee for disciplinary purposes or for the purpose of investigation of accusations brought against an employee.

Termination: The cessation of employment with the City.

Transfer: A change of an employee from one position to another position in the same or different classification having the same salary range.

Vacancy: An established budgeted position which is not occupied.

Equal Opportunity Employment

The City of Milton is an equal employment opportunity employer. This means that the City does not discriminate against any applicant or employee on the basis of protected class status. All applicants and employees will be recruited, selected, trained, promoted, compensated, and if appropriate, disciplined or terminated without regard to race, color, religion or creed, ethnicity, national origin, sex, age (over 40), marital status, pregnancy or maternity, sexual orientation, gender expression or gender identity, veteran status, use of a guide or service animal, genetic information, or the presence of any sensory, mental, or physical disability (unless based on a bona fide occupational qualification).

Unlawful discrimination occurs when the City bases a decision it has made about an applicant or employee on the applicant/employee's protected class status (e.g., race, religion, sex), rather than the applicant/employee's qualifications, conduct, performance, or other lawful reasons. Your protected class status will not be the basis for any decision the City makes about you.

Any applicant/employee who feels that he/she has been the victim of unlawful discrimination in violation of this policy should report this concern to their Director. If the applicant/employee believes the Director is involved in the violation, or otherwise does not feel comfortable reporting to this person, the applicant/employee should report this concern to the Mayor.

The City will look into the merits of any allegation reported to it. This may include an investigation by a qualified investigator who is either an employee or a professional employed outside of the City.

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.

Disability Accommodation

The City of Milton is committed to maintaining an inclusive workforce where people of all abilities contribute to our workforce. It is the policy of the City of Milton to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job; unless doing so causes a direct threat to these individuals or others in the workplace, and the threat cannot be eliminated by reasonable accommodation, and/or if the accommodation creates an undue hardship to the City.

Service Animal Accommodation

The City of Milton prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to work or having a pet in City - controlled buildings and premises, with the exception of service animals for a person with disabilities. A person with a disability uses a service animal as an auxiliary aid. In compliance with the ADA, service animals are welcome in all buildings on City property and may attend any class, meeting or other event. There may be an exception to certain areas. Employees requesting accommodation for a disability that includes a service animal must contact Human Resources and complete a Documentation of Disability form. All service animals must be registered with HR.

A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- Assisting individuals who are blind or have low vision with navigation and other tasks.
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.
- Providing non-violent protection or rescue work.
- Pulling a wheelchair.
- Assisting an individual during a seizure.
- Alerting individuals to the presence of allergens.
- Retrieving items such as medicine or the telephone.
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities.
- Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals into all areas of public facilities and private businesses where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility (e.g., from a surgery or burn unit in a hospital in which a sterile field is required).

A public entity or a private business may ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of

a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

Requirements of Service Animals and Their Owners Include

- All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current. Animals must wear a rabies vaccination tag.
- All dogs must be licensed per state law.
- Service animals must wear an owner identification tag which includes the name and phone number of the owner at all times.
- Animals must be in good health.
- The owner must provide HR with information as to how the animal accommodates the individual's disability.

Reasonable behavior is expected from service animals while on City property. The owners of disruptive and aggressive service animals may be asked to remove them from City facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner takes significant steps to mitigate the behavior.

Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The owner is expected to clean and dispose of all animal waste.

Religious Accommodation

The City of Milton will provide reasonable accommodation of the sincerely held religious beliefs and practices of our employees. This may include accommodation of religious beliefs or practices regarding diets, work schedules, dress and appearance, or other issues.

Procedure to Request Accommodation

Any applicant/employee who seeks reasonable accommodation for a disability or a sincerely held religious belief and practice should report this request to their Supervisor. If the applicant/employee does not feel comfortable making the request to the Supervisor, he/she should make the request to their Director instead.

A request for reasonable accommodation will trigger the interactive process. The interactive process may involve communications between you, the City, and either your medical providers (disability) or clergy (religion) to obtain information on your limitations, the duration of the limitations, and what accommodations can reasonably be offered you. You may be required to sign releases or disclosures that will allow your medical providers to communicate with the City regarding a medical condition for which you are seeking reasonable accommodation.

The City will decide whether any accommodation can be reasonably offered after obtaining relevant

information from the applicant/employee, his/her supervisors, and the applicant's/employee's medical providers or clergy.

Personal information that you submit about your disability will be kept confidential, except for cases where (i) your supervisor needs to be informed of work restrictions or necessary accommodations, (ii) first aid or safety personnel need to be informed in order to provide emergency treatment, or (iii) Government officials need to be informed in compliance with the OFCCP, Ability One/Source America requirements, or the Americans with Disabilities Act. In such cases, personal information is only released to the minimum extent necessary and you are assured that your information will be used in ways that are consistent with Section 503 of the Rehabilitation Act. Our intention is simply to ensure that the city's work environment is welcoming to people of all abilities.

Policy Against Anti-Harassment

It is the City's policy to provide a workplace free from all illegal forms of verbal, physical and visual harassment. All employees and volunteers are expected to be sensitive to and respectful of their co-workers and others with whom they come into contact while representing the City. All illegal forms of harassment are prohibited, whether due to sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, actual or perceived disability, political ideology, military service, or any other reason.

Examples of conduct that constitutes harassment the City prohibits include, but are not limited to:

- a. Epithets, slurs, negative stereotyping or threatening, intimidating, or hostile acts that are related to sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.
- b. Written or graphic material displayed, possessed, or circulated in any City workplace (including vehicles) or on any City device that denigrates or shows hostility or aversion toward an individual or group because of their sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.
- c. Intimidating, hostile, derogatory, contemptuous or otherwise offensive conduct or remarks that are directed at a person because of that person's sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.
- d. Retaliatory behavior such as making slanderous or libelous statements, withholding communication, information, resources, employment benefits, or entitlements because of an individual or group's sex, sexual orientation, marital status, race, color, national origin, citizenship status, creed, religion, age, military service, actual or perceived disability or political ideology.

DISABILITY DISCRIMINATION PROHIBITED

It is the policy of the City to comply with the Americans with Disabilities Act and the State of Washington statutes regarding handicap discrimination. The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability. The City will reasonably accommodate qualified individuals with disabilities provided the accommodation does not create an undue hardship for the City resources. To be qualified for employment with the City, a disabled person must be able to perform the essential job functions with reasonable accommodation. Employees whose disabilities require workplace accommodation are asked to seek the assistance of the City in order to initiate a mutual discussion of the employee's and City's needs. The City will determine reasonable accommodation to provide employment services, employ or continue the employment of a qualified individual with a disability, persons with a record of such impairment or persons regarded as having such impairment.

LIFE THREATENING/COMMUNICABLE DISEASES

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves, their co-workers or the public whom they serve. The City will work to preserve the safety of all of its employees and reserves the right, to the extent allowed by law, to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow City employees or the public may exist.

SEXUAL HARASSMENT PROHIBITED

Sexual harassment is a form of sex discrimination and is illegal. Sexual harassment is inappropriate and offensive and will not be tolerated by the City.

Sexual harassment is defined as intimidating, hostile, derogatory, and contemptuous or otherwise offensive conduct or remarks made because of sex, whether or not the remarks themselves are sexual in nature. The conduct or remarks may be directed at an individual, a group, or the work environment in general. Sexual harassment is also defined as unwelcome conduct of a sexual nature which is deliberate and/or repeated. Such behavior is prohibited if:

- a. Submission to such conduct is either a stated or suggested condition of employment;
- b. Acceptance or rejection of such conduct becomes part of a supervisor's employment decision (such as hiring, firing, promotion, or job assignment);
- c. Such conduct has the purpose or effect of interfering with a person's work; or
- d. The conduct creates an intimidating, offensive, or hostile work environment.

Examples of sexual harassment include, but are not limited to:

- a. Graphic or suggestive comments about someone's body or manner of dress.
- b. Gossip, questions, or comments about someone's sexual conduct or orientation.
- c. Vulgarity, leering, inappropriate touching and obscene or suggestive gestures.
- d. Display, possession, or circulation in the workplace of sexually suggestive photographs, cartoons, graffiti, e-mails and the like, or displaying, transmitting, or downloading of those types of inappropriate or offensive messages from the Internet.
- e. Unwelcome and repeated pressure for sexual activity, flirtations, requests for dates and the like by any employee.
- f. Unwelcome but apparently sanction-free sexual advances by a manager or supervisor to a subordinate or any other employee.
- g. Solicitation or coercion of sexual activity, dates or the like by the implied or express promise of rewards or preferential treatment by any employee.
- h. Solicitation or coercion of sexual activity, dates or the like by the implied or express threat of punishment by any employee.
- i. Sexual assault.
- j. Intimidating, hostile, derogatory, contemptuous or otherwise offensive conductor remarks that are directed at a person because of that person's sex, whether or not the remarks themselves are sexual in nature.
- k. Retaliation against an employee for refusing sexual or social overtures, for complaining about sexual harassment, or for cooperating with the investigation of a complaint.
- l. Stalking employees either on or off City premises or on or off work hours.

DISCRIMINATION / HARASSMENT REPORTING PROCEDURE

Employees Responsibilities:

Harassment, particularly sexual harassment, can be difficult to define. For this reason, the City requires employees to use the City's harassment reporting policy without worrying about whether the conduct involved would be considered harassment in a legal sense. If an employee considers the conduct to be harassment or the behavior to be inappropriate, the employee must report it promptly to a Supervisor, a Department Director, Human Resources or the Mayor. This guideline is intended to assist the City in addressing not only illegal harassment, but also any conduct that is offensive and inappropriate.

The City requires employees to report all incidents of harassment or inappropriate behavior as soon as possible. The City wants to provide employees with a pleasant and productive working environment, but it cannot do that if these issues are not brought to the City's attention.

If at any time an employee believes he/she is subjected to harassment, if any employee becomes aware of such conduct being directed at someone else, or if an employee believes another employee has received either more favorable or unfavorable treatment because of harassment, the employee must promptly notify a Supervisor, a Department Director, Human Resources or Mayor. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of the employee's job: Supervisors, co-workers, customers, vendors, members of boards or commissions, or others.

Any employee who experiences or observes harassment, including sexual harassment, may, at his or her option, choose to confront and deal with the harassment to the best of his/her ability. However, no employee is required to do so under any circumstances. Even if an employee chooses to confront the situation directly, the harassment must still be reported to a Supervisor, a Department Director, Human Resources or the Mayor. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of the employee's job: Supervisors, co-workers, customers, vendors, members of boards or commissions, or others.

Each employee is responsible for creating an atmosphere free of discrimination and harassment in any form. Each employee is responsible for respecting the rights of co-workers and others, including the citizens we serve.

Persons in a supervisory relationship are not permitted to have romantic or sexual relationships with each other. A supervisory relationship is one in which one of the individuals has the authority or practical power to supervise, hire, terminate, or discipline an employee, where one individual has decision making authority over an employee, or is responsible for auditing, evaluating, or reviewing the work of an employee.

Management and Supervisory Responsibilities:

Management and supervisory personnel of the City are responsible for being aware of the potential for harassment within their work unit and ensuring a work environment free from all types of harassment, including sexual harassment.

Because of the potential for miscommunication, effects on morale, abuses of authority, misunderstandings, and conflicts of interest, the City does not permit supervisors to have romantic or sexual relations with any person within their chain of supervision. This prohibition applies to all employees who have the authority or practical power to supervise, hire, terminate or discipline another employee, who have decision making authority over another employee, or who are responsible for auditing, evaluating, or reviewing the work of another employee.

When a Supervisor or Lead is confronted with a harassment complaint, he/she is required to:

- a. Inform their Department Director.
- b. Inform the Mayor.
- c. Determine the nature and extent of the complaint.

- d. Co-ordinate with the Director to determine the most appropriate and effective response to the complaint.
- e. Take appropriate action to correct the problem including disciplinary action if warranted.

Investigating Reported Incidents:

All investigations will be conducted under the following guidelines:

All complaints will be kept confidential to the fullest extent possible. This means they will be disclosed only to witnesses and others as necessary to allow the City to investigate and respond to the complaint, to management, and others as may be required by law. Founded allegations of misconduct are public records, and the City is required, upon appropriate request, to release this information.

All employees are expected to cooperate fully with investigatory proceedings and answer all questions truthfully and completely in an investigation. Anyone who the City concludes has failed to cooperate fully, made evasive, misleading, inaccurate, incomplete, or false statements, or otherwise impeded an investigation in any way is subject to disciplinary action up to and including termination. The City will take whatever action it deems necessary to prevent an offense from being repeated.

The City will not permit retaliation against anyone who makes a good-faith complaint or who cooperates in good faith in an investigation. Anyone who the City concludes has engaged in retaliation is subject to disciplinary action up to and including immediate termination. Disciplinary action will depend on the gravity of the offense. The City will take whatever action it deems necessary to prevent an offense from being repeated.

COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City policies. For this reason, the City provides its employees with procedures for resolving complaints. These procedures apply for other than harassment or discrimination complaints.

Step 1: Employees should first try to resolve any problem or complaint with their supervisor.

Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies, the employee should attempt to resolve the problem with his/her Department Director. The Department Director will respond to the employee in writing within five (5) days after meeting with him/her, whenever possible.

Step 3: If the employee is not satisfied with the response from the Department Director, the employee may submit the problem, in writing, to the Mayor or Human Resources. The written complaint must contain, at a minimum:

- a. A description of the problem;
- b. A specific policy or procedure which the employee believes has been violated or misapplied;
- c. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
- d. The remedy sought by the employee to resolve the complaint.

The written complaint must be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee becomes aware of the circumstances.

The Mayor or the Mayor's Designee may meet with the parties, either individually or together, and will usually respond in writing to the aggrieved employee within ten (10) days of the meeting. The Mayor's response and decision shall be final and binding.

Certain employees may have more than one source of dispute resolution rights, i.e. the City's Civil Service rules, a collective bargaining agreement, if any, and this complaint process. Employees represented by a bargaining unit or who are covered under Civil Service rules should follow grievance procedures set out in their respective labor contracts or Civil Service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

Safety

The City of Milton has a Safety Committee composed of employees from work sites in the City. The Safety Committee will meet at least every quarter to review safety issues, problems and review any accidents that have occurred. They shall make safety recommendations to each department director for implementation. They shall also conduct an annual safety review of all City work sites.

Employees are responsible for following health and safety procedures and using the safety equipment according to their training. Sound judgment and safe practices in the workplace should be exercised by all employees. Employees are responsible for reporting hazardous or potentially hazardous situations to their Supervisors.

Employees injured on the job must report the incident to their Supervisor as soon as possible. The employee will receive an Employee Accident Report form. All employees injured on the job are required to complete the Employee Accident Report form, even if they do not plan to seek medical treatment.

If the injury requires medical care, the employee is responsible for notifying the physician that the injury is work related and that a Department of Labor and Industries (L&I) claim should be opened.

The City has an active light duty program and can accommodate many restrictions in a temporary light duty job. Employees are responsible for providing their Supervisor and Human Resources with a detailed set of restrictions after each visit to their physician. Employees who decline medically appropriate light duty work, or employees who do not respond to or keep in touch with their supervisor following an on the job injury are subject to disciplinary action, up to and including termination.

The City does not tolerate retaliation against any employee who, in good faith, reports a work-related injury or pursues an L&I claim for a work-related injury. Any employee 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. If the applicant/employee Human Resources is involved in the violation, or otherwise does not feel comfortable reporting to this person, the applicant/employee should report this concern to the Mayor.

The City will look into the merits of any allegation reported to it. This may include an investigation by a qualified investigator who is either an employee or a professional employed outside of the City.

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.

HIRING, PERFORMANCE, AND GENERAL EMPLOYMENT

Recruitment and Hiring

The City of Milton recruits and hires employees in full compliance with its obligations under federal and state law.

Hiring Process

Human Resources will post the position both internally and externally, screen candidates, and provide the hiring manager with those individuals most qualified to fill the position. The Mayor may, at his or her discretion, use internal or external process unless a specific process is required by law or an applicable collective bargaining agreement.

Each applicant must complete an application prior to an employment interview. Resumes may supplement, but not replace, the City's official application. Any applicant supplying false or misleading information is subject to immediate termination, if hired. Interviewers will treat applicants fairly, consistently, and respectfully during the interview process, and may ask only questions that relate to the applicant's ability to succeed in the position.

Job Descriptions

Job descriptions are an essential part of the hiring process. Job descriptions document the guidelines for a position and are used to determine the most qualified candidate for a position, the appropriate wage or salary and as a training tool for new and existing employees. Job descriptions are subject to change, and if a position customarily performs duties not listed in the job description, updates may be necessary.

Extending an Offer of Employment

Upon successful completion of the interview process, the City will extend a conditional offer of employment. If the applicant accepts the conditional job offer, Human Resources will begin the process of conducting required reference and background checks. A drug test, medical evaluation and driving abstract may also be required depending on the job the applicant is applying for. Certain employees in a law enforcement capacity may also be required to participate in a polygraph test when permitted by state law.

A candidate may be disqualified from consideration if found physically unable to perform the duties of the position and the individual's condition cannot be reasonably accommodated in the workplace; the candidate refuses to submit to an examination or complete medical history forms; the drug test reveals use of controlled substances or the candidate fails to successfully pass other tests or examinations that may be required by the City.

New Employee Orientation

Orientation programs are designed to familiarize new employees with the City and its culture, as well as communicate the requirements and expectations of the job. The City wants to do everything possible to ensure employees feel comfortable in our work environment and have the tools necessary to succeed.

New employee materials are distributed at the time of hire and throughout the first 30 days. It is the employee's responsibility to read the information provided. The materials contain important information regarding basic policies, and other information that may better acquaint new employees with the City of Milton, including:

- Health and Safety Programs
- Organization Information / Tour of the City
- Employee Handbook
- Proper timecard completion
- Benefits

- Paydays

Employees are encouraged to go to their Supervisors, Director or Human Resources with any questions they may have after reading the orientation materials.

Employee Handbook

Every employee, upon being issued a handbook, will sign a dated form indicating that he/she has received it. It is the responsibility of each employee to read, understand and refer to the handbook.

Employee Files

A personnel file for each employee is maintained in a secured location. An employee's personnel file contains a formal administrative record of the individual's employment history with the city. Employee medical information obtained by the City in association with sick leave, long-term medical leave, FMLA, drug testing, workers compensation claims, or relating to a medical condition is maintained confidentially in a separate employee file. Additionally, I-9 information is maintained separately from the employment files. Active employees may request to review their employee file by making an appointment at least 24 hours in advance of the time they would like to see their file. An HR representative must be present while the file is reviewed. An employee may request removal of irrelevant or erroneous information in their personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in their file. Former employees may have access to their employee files for twelve (12) months following their termination date. Directors and supervisors may also have access to an employee's official file, but not medical or I-9 information.

Personnel files are kept confidential to the maximum extent permitted by law. Access to certain information in an employee's personnel file may be subject to release as provided for by the Washington Public Records Act.

Purchasing Policy

This policy provides the guidelines for the expenditures of the City.

- A. All expenses of the City must be consistent with Washington State laws. The use of City funds for inappropriate or illegal purposes or in support of such activities is forbidden and punishable by law.
 1. Established limits of authority for directors, Mayor, and City Council for amounts included in the current year budget:
 - a. Purchases up to the amount of \$5,000 may be approved by the signature of the Department Director. It is recommended that the department obtain three bids or quotes prior to obligating City funds.
 - b. Purchases valued between \$5,000 and \$7,500 may be authorized by the Department Director and the Mayor together. It is recommended that the department obtain three bids or quotes prior to obligating City funds.
 - c. Purchases valued between \$7,500 and \$15,000 must be authorized by the Department Director and the Mayor. Three written bids or quotes must be obtained prior to obligating City funds.
 - d. Purchases valued between \$15,000 and \$25,000 must be authorized by the Department Director and the Mayor. The bid process prescribed by RCW and MMC must be adhered to prior to obligating City funds.
 - e. Purchases valued over \$25,000 must be authorized by the Department Director, the Mayor, and City Council. The bid process prescribed by RCW and MMC must be adhered to prior to obligating City funds.
 2. Purchases for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.
 3. Purchases by Employees:
 - a. Purchases must have prior approval of the Department Director or Public Works Superintendent for Public Works employees. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.
- B. Guidelines on Obligations for Services
 1. Established limits of authority for Directors, Mayor, and City Council for amounts included in the current year budget:
 - a. Obligations for Services up to the amount of \$5,000 may be approved by the signature of the Department Director.
 - b. Obligations for Services valued between \$5,000 and \$7,500 may be authorized by the Department Director and the Mayor together.

- c. Obligations for Services valued between \$7,500 and \$25,000 must be authorized by the Department Director and the Mayor.
 - d. Obligations for Services valued over \$25,000 must be authorized by the Department Director, the Mayor, and City Council.
2. Obligations for Services for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.
3. Obligations for Services by Employees:
- a. Obligations for Services must have prior approval of the Department Director or Public Works Superintendent for Public Works employees. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.

CITY CREDIT/PURCHASE CARD SYSTEM

- A. Credit/purchase card use. The Director of Finance shall implement and maintain the following system for the distribution, authorization and control of credit/purchase cards issued to or for the benefit of the City and used by City officials and employees.
- B. Distribution. Credit cards may be distributed to those City officials and employees who, in the opinion of the Mayor or designee, have job responsibilities that would benefit or otherwise be facilitated by use of credit/purchase cards.
- C. Authorization and control. The Director of Finance shall develop specific administrative guidelines and accounting controls to ensure the proper usage of credit/purchase cards and related funds. Credit/purchase cards are to be used when it is in the best interest of City administrative affairs.
- D. Application. The individual holder, upon prior approval of the Director of Finance or designee, shall use each credit/purchase card in a responsible manner.
- E. Credit limits. The Director of Finance or designee shall set credit/purchase limits on each card issued subject to final approval by the Mayor or designee. Individual purchases shall not exceed \$5,000, and in no event shall the credit/purchase card limit exceed \$10,000 for any individual credit/purchase card account without preapproval of the Mayor or designee.
- F. Credit card/purchase card restriction. The following will be considered an unauthorized purchase or use of any city credit/purchase card:
 - 1. Cash advances;
 - 2. Payment of statements;
 - 3. Purchases where an open charge account would be utilized; and
 - 4. Personal purchases of any kind.
- G. Disallowed charges. Disallowed charges or charges not properly identified will be paid by the employee before the charge card/purchase billing is due. Failure to do so will render the employee personally liable where the City shall have a prior lien against and a right to withhold any and all

funds payable or to become payable to the employee up to the unpaid amount, plus interest and/or fees at the rate charged by the bank that issued the cost. Employee shall not use the credit/purchase card if any disallowed charges are outstanding.

1. The act of obtaining a City credit/purchase card does not indicate preapproval of expenditures.
- H. Return of credit/purchase card. The employee shall return all City credit/ purchase cards at the request of the Director of Finance or designee, or upon separation of employment. Final paycheck will be held until all outstanding City property has been returned.
- I. Administrative procedures. The Mayor and Director of Finance are authorized to implement administrative procedures necessary to implement the provisions of this chapter.

Auto and Driving Policy

This policy establishes procedures which provide vehicles for business use, to allow employees to drive on City business. These procedures affect all departments and all non-uniformed City departments.

1. Procedure.

- A. All employees who are authorized to drive a City vehicle must have a current, valid Washington State Driver's license and always carry it with them. It is the employee's responsibility to advise their Supervisor and Human Resources when an expired license has been renewed. All Employees must also maintain a safe driving record that meets the minimum criteria set forth below.

As a driver of a City vehicle, employees must observe all traffic laws, drive safely and defensively in the performance of their duties and maintain the security of the vehicle and its contents. Employees are responsible for any driving infractions or fines because of their driving.

1. Except where explicitly authorized by an employment contract or other written documentation, City vehicles are to be used for official City business only.
2. Employees may not drive any vehicles for City business without prior approval of their Supervisor. Employees approved to drive on City business are required to inform their Supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability.
3. Employees who require regular driving for business as an essential job function must, as a condition of employment, be able to meet all the driver approval standards of these procedures always.
4. Employees who need transportation during their normal work may be assigned a City vehicle for their use. All other employees needing transportation for City business may use vehicles assigned to their department or those drawn from the motor pool. As a last alternative, when no City vehicles are available, employees may use their own vehicles for business purposes with prior approval of their Supervisor.
5. Non-employee and Non-business passengers are prohibited from riding in City vehicles, i.e., family and friends.
6. Employees must report any accident, theft, or malicious damage involving a City vehicle to their Supervisor and the Human Resources Department, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than twenty-four hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigation officers.
7. Employees are not permitted, under any circumstances, to operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of injury, illness or medication.
8. Employees shall not operate any City vehicle at any time or operate any personal vehicle while on City business while using or consuming alcohol, illegal drugs, or prescription medications that may affect their ability to drive. The City has a zero-tolerance practice prohibiting

operators of vehicles from drinking alcohol, consuming illegal drugs, and taking prescription medications that affect ability to drive. Employees shall not text or email when driving on City business. If there is reasonable suspicion that an employee may be under the influence, employee will be tested for drug and alcohol impairment.

- B. Operation of Personal Vehicle on City Business. In the event an employee drives their personal vehicle on City business, the employee will be reimbursed at the mileage rate currently in effect from the Internal Revenue Service upon the submittal of a travel expense voucher to the Finance Department. The employee shall have proof of automobile insurance on file with the City, as the employee's insurance will apply to any accident occurring in a personal vehicle while on duty. If the employee does not carry coverage for driving their personal vehicle while on duty, the employee will be held personally responsible to pay for all damages incurred to their vehicle.
- C. Drivers Records Checks. Employees operating a City vehicle shall always have a valid Washington State Driver's License. The City may verify the drivers' records of employees who are authorized to drive City vehicles for both employment related and non-employment related violations. As a condition of employment, employees shall sign an authorization form granting the City permission to check employee driving records. Human Resources will check employees' driver's licenses periodically for status with the employee's consent. A photocopy employee's driver's license may be filed with the Human Resources Department.

Failure to be legally authorized to operate a City vehicle may impair an employee's ability to satisfactorily perform their job. Such conditions are subject to the review of the appropriate supervisors and management and any corrective actions or dismissal will follow existing disciplinary guidelines.

- D. Driving Violations. For the purposes of these procedures, the following definitions apply:
1. "Type A Violations" are serious criminal traffic offenses, which, could result in revocation of the employee's driver's license. Conviction of a Type A violation normally results in revocation of an employee's authorization to drive a City vehicle while the conviction is on the employee's driving record. These include:
 - Driving under the influence of drugs or alcohol
 - Negligent homicide or personal injury arising out of the use of a motor vehicle (gross negligence)
 - Operating a motor vehicle during a period of license suspension or revocation
 - Aggravated assault with a motor vehicle
 - Reckless driving
 - Hit and run-attended vehicle
 - Driving without insurance because of a previously suspended license
 - Vehicular assault
 2. "Type B Violations" are all moving violations not listed as Type A Violations.

3. "Accident" means an occurrence resulting in bodily injury, death or property damage that was found to be preventable.

Violations categorized as "Type A" Violations (whether on-duty or off-duty, in a City vehicle or non-City vehicle) may result in the employee being prohibited from driving City vehicles or vehicles on behalf of the City. If the violation occurred on duty, disciplinary action may result.

Accidents and violations categorized as "Type B" violations may also subject the employee to suspension from driving City vehicles or vehicles on behalf of the City (whether the violation or accident occurred on-duty or off-duty) and discipline (if the violation or accident occurs on-duty) based up review of frequency, severity, circumstances, past driving record and employment history.

For employees required to drive as a condition of employment, violations or accidents which result in the prohibition of driving a City vehicle or vehicle on behalf of the City may result in the employee's inability to perform the essential functions of their job, which in turn, may result in discipline, up to and including termination. Post-Accident/Incident drug and alcohol testing will be executed by using the Decision-Making Form. (Appendix A)

- E. Employee Responsibilities. Employees who are authorized to drive a City vehicle must notify their Supervisors immediately in the event they:
 - Have their driver's license revoked or suspended.
 - Receive a citation for any moving violation while driving a City vehicle.
 - Receive one citation for a Type A violation or two citations, within three years for Type B violations or accidents, whether on-duty or off-duty.

Failure to notify the Supervisor or Human Resources in writing as required by this section is grounds for discipline.

- F. Those employees that possess a Commercial Driver's License (CDL) are required to conform to the following:
 - You may only be licensed in one state. If you break this rule, a court may fine you up to \$5000.00 or put you in jail and keep your home state license and return any others. Your employer may not, knowingly, let you operate a commercial motor vehicle if you have a license in more than one state or if your CDL is suspended or revoked. A court could fine the employer up to \$5000.00 or put them in jail for breaking this rule.
 - You must notify employer of any traffic violations (except parking) within 30 days of conviction. You must notify your motor vehicle licensing agency within 30 days if you are convicted in any other jurisdiction of any traffic violation (except parking).
 - If you have a hazardous materials endorsement you must notify and surrender your hazardous materials endorsement to the state that issued your CDL within 24 hours of any conviction or indictment in any jurisdiction.

Communication

Information Boards

You will see “information” bulletin boards at each work area/site, which contain information about employee activities, notice of policy changes, job postings and other announcements of importance to each employee. Making a habit of reading them often is your obligation. Failure to read the information board could result in your missing a mandatory meeting, or policy change, etc.

Release of Employee Information

Information pertaining to current or former employees of the City will be provided in response to requests for employment verification when required by the Washington Public Records Act or to satisfy legitimate investigative or legal needs. The City does not give references but will verify dates of employment and job title/duties. All requests for employee information must be coordinated with Human Resources.

Except where release is required by law, all information requests must be accompanied by a written authorization, signed by the employee, permitting the release of information.

MEDICAL INFORMATION:

Results of medical examinations and private medical history information provided by or gathered regarding employees shall not be released to any third parties without the explicitly written permission of the affected employee.

INFORMATION PROVIDED OTHER GOVERNMENTAL AGENCIES:

The City provides to federal, state, and local government agencies the kinds of employee data routinely required by such agencies, i.e., tax and payroll information. Should a government agency request information other than that routinely required, the employee will be advised of such a request. All such request shall be responded to in writing. In the course of an investigation, if a government agency requests that such investigation be kept confidential, the City, in its discretion, may honor such a request.

INFORMATION PROVIDED NON-GOVERNMENTAL ORGANIZATIONS:

The City will ordinarily honor subpoenas demanding information with respect to any employee but will seek to advise such employee with respect to information requested unless prohibited by law. The City has no obligation to contest the validity of any such subpoena. The City will verify to non-governmental organizations the employment status, i.e., dates of employment and positions held, of former or present employees. No other information will be provided unless the City has received from the employee involved a written request to do so. The City shall seek to advise such employee with respect to any request for additional information.

INFORMATION PROVIDED EMPLOYEE UNION:

The City will provide to the union representing an employee information related to the employee's

seniority, job classification, wage rate, hours of employment, benefit information, and other information as required by law and when appropriate to proper administration of the collective bargaining agreement covering such employee. The City will also provide such other personal and confidential information as the employee shall direct the City disclose.

Technology and Cell Phone Use

The City cell phone and technology resources are provided for the purpose of conducting City business. City employees are obligated to conserve and protect City electronic communication and technology resources for the benefit of the public interest. Responsibility and accountability for the appropriate use of City electronic communication and technology resources ultimately rests with the individual employee. City electronic communications and technology resources include computer systems, telecommunications systems, networks, supporting equipment, and services such as e-mail, telephones, cell phones, smart phones, voice mail, data storage, and Internet use. The management of electronic records is subject to federal and state laws including the provisions regarding retention and disclosure. Improper use of the City's electronic communications and technology resources may result in discipline, up to and including termination.

1. Guidelines and procedure.

- A. Approval- The acquisition of cellular telephones shall be limited to those instances in which there is a need for such equipment to perform essential City business or to improve safety, increase productivity or increase service to the public. The purchase of cellular telephones shall be subject to approval by the Department Director.
- B. Responsibility of Department Directors- The Department Director or designee shall assign each cellular telephone to one specific individual and shall ensure appropriate controls are in place for checkout, return, security, and maintenance of the equipment. It is the responsibility of the Department Director or designee to provide for a routine examination of cellular telephone billing detail to ensure proper use of such equipment.
- C. Ownership-All software, programs, applications, templates, data, files, and web pages residing on City computer systems or storage media or developed on City computer systems are the property of the City. The City can access, copy, modify, destroy, and delete this property. The City may also request, at any time, that electronic devices issued to an employee, including cell phones be turned back in.
- D. No Expectation of Privacy-Employees understand and agree that they have no expectation of any privacy or confidentiality in any information they create, store, or transmit using these resources. This includes but is not limited to all computer files and information saved, reviewed, or transmitted via all of the City's technology resources, including but not limited to computer files, computer servers, emails, internet usage, telephones, cell phones, smart phones, voicemail, and text messages and applies to all information created, stored or transmitted during an employee's incidental personal use. No Supervisor or other City employee is authorized to provide assurances that such information is private. The City reserves the right to monitor and randomly audit the business use of the City-owned devices without notice to employees. Such monitoring shall include, but is not limited to, call volume, volume and content of text messages and data usage. Data obtained from such audits may be used to verify employee adherence to this policy, to

evaluate potential policy changes based on usage patterns and costs, or for any other legitimate business purpose. Employees should also understand that email messages and other forms of electronic information, including documents created on City computers, may be considered public records subject to retention requirements and public disclosure, as well as release in the event of litigation involving the City.

2. Definitions.

- A. **Authorized User:** Any person who has been given permission to use the electronic resources, whether employed by the City or not.
- B. **Computer System:** Individual desktop or laptop computers, portable computers, handhelds, smart phones, software, email system, the internet and intranet, hosted applications, portable storage devices, magnetic tapes, CDs, DVDs, file servers, peripherals, network equipment and all other components of the City's computer network.
- C. **Electronic Communications:** Any communication transmitted electronically via the use of the electronic communications resources.
- D. **Internet:** A global system of interconnected computer networks that use a standard communication protocol to serve billions of users worldwide.
- E. **Intranet:** Web site containing content and applications for City internal use only.
- F. **Hosted Applications:** Application software that resides on a third- party vendor's system and is accessed by users through a web browser using HTML or by special purpose client software provided by the vendor.
- G. **Occasional Use:** Irregular and infrequent usage.
- H. **Public Record:** Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the agency regardless of physical form or characteristics, or as defined in 42.56 RCW.
- I. **Streaming Audio/Video:** Technology used to "play" audio/video on a PC or Smart phone over a network; can be used for music, voice, lectures and other audio/video material.
- J. **Web Browsing:** Use of a browser tool to access web sites on the internet.
- K. **Smart phone:** a cellular telephone with an integrated computer and other features not originally associated with telephones, such as an operating system, Web browsing and the ability to run software applications.
- L. **Social Media:** the use of blogs, wikis, social networks, virtual worlds, or any other kind of online social interaction.

3. Use of City System.

- A. Acceptable Uses -The City's information and technology resources are to be used for City business. Incidental, de minimus personal use may be permitted where, in the judgment of the employee's Supervisor or Department Director, such use does not interfere with the employee's or the department's productivity. Generally speaking, incidental, de minimus personal use means: (1) occasional and of short duration; (2) done on an employee's personal time, such as during lunch break; (3) does not interfere with job responsibilities; (4) does not result in any expense to the City; (5) does not solicit or promote commercial ventures; (6) does not utilize excessive network resources such as audio or video streaming; and (7) does not constitute a prohibited use, discussed below. Employees should be aware that personal messages and data on the City's system are not private and may be subject to public disclosure.
- B. Prohibited Uses - The City's information and technology resources shall not be used to engage in any communication that violates federal, state, or local laws or regulations, or any City policy. In addition, the following uses of the City's information and technology resources are inappropriate and prohibited, unless engaged in as part of official City business (such as a criminal investigation) or required by law (such as a public disclosure request):
- Personal commercial use;
 - Personal social networking such as Facebook, Twitter, Snapchat, etc.;
 - Listening to on-line audio or viewing streaming video and sending bulk mail;
 - Installing unauthorized software such as games, internet-based services, personal email accounts or other personal software;
 - Accessing, receiving or sending pornographic, sexually explicit, or obscene materials;
 - Use in connection with any type of prohibited harassment or discrimination, including the transmission of offensive messages derogatory toward any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability or other protected status;
 - Gambling;
 - Infringing on the trademark, copyright, or patent rights of others, or violating software licensing agreements;
 - Use for political purposes, including partisan campaigning;
 - Deliberately propagating any virus, malware, spyware, or other code or file designed to disable or otherwise harm any network or system;
 - Disclosing confidential information, including medical or other highly personal information about other employees;
 - Connecting to the City network using some else's security identification login;
 - Usage while driving except for circumstances that fall under RCW 46.61.667.

Any questions about whether a use is permitted or not should be directed to Human Resources.

4. Employees are prohibited from holding any cell phone in either hand or both hands, using hands or fingers to compose, send, read, view, access, browse, transmit, save, or retrieve email, text messages, instant messages, photographs, or other electronic data, or watching video on a personal electronic device while operating a motor vehicle. However, this does not preclude the minimal use of a finger to activate, deactivate, or initiate a function of the cell phone. In addition, this does not apply to any employee who uses a cell phone to contact emergency services. Employees must immediately notify their Supervisor if they are given a citation for using a cell phone while on duty. Employees are responsible for payment of any fines associated with the citation.

5. Passwords.
 - A. Strong Passwords-All computer users must have a strong password to access their computers. It is recommended that users create passwords using a favorite phrase or song title without any spaces between words.
 - B. Password Protection Standards
 - Passwords are not to be shared with anyone.
 - All passwords are to be treated as sensitive, confidential information.
 - Passwords should never be written down or stored on-line without encryption.
 - If someone demands a password, refer them to this document and direct them to the Department Director.
 - Always decline the use of the "Remember Password" feature of applications (e.g., Outlook, Google, Chrome, etc.).
 - C. Automatic Lock-Computers must be set-up to automatically lock after a certain period. Computers should be shut off at the end of the day or when left unattended for an extended period.
 - D. Out-of-Office Security-When using outside the office reasonable precautions should be made to prevent theft and vandalism of computers. Computers must not be left in parked cars where they are visible. If a cellular telephone is lost, stolen, or vandalized due to an employee's failure to use reasonable precautions, the City may require the employee responsible for such cellular telephone to reimburse the City for the reasonable cost to replace such telephone. Employees with assigned cellular telephones must immediately report the loss or theft of their cell phone to their Supervisor or Department Director.
6. Social Media Usage with Personally Owned Phone-Employees are advised that City rules and policies apply to social media conduct, including policies regarding statements to the media, anti-discrimination and harassment, prohibitions on releasing confidential information. On-duty use of social media is prohibited, unless conducting City business. Off-duty, personal use of social media by employees is not prohibited; however, employees are reminded the City rules and policies apply to social media conduct to the same extent as other off-duty conduct. The following additional rules also apply to employees' use of social media:
 - A. Social media content that relates to City business may be considered a public record subject to retention and disclosure under the Public Records Act. Employees are prohibited from using personal social media to conduct City business.
 - B. Employees are prohibited from using their City email address, the City's official logo, or themselves in City uniform or any manner that suggests or implies they are speaking as a representative for the City.
 - C. Employees may not post, upload, or create any social media content at work or using employer equipment that is known to be false, misleading, or fraudulent.
7. Reimbursement of Personal Business with City Phones-
 - A. Personal cellular telephone charges will be reimbursed at the "per minute rate" the City pays for minutes billable to the telephone in excess of the "free time". This reimbursement shall apply to all personal calls and data usage within or outside the "free time" range. Reimbursement shall include

any additional costs incurred due to an “over the limit” charge. Long distance, roaming charges and data used will be reimbursed at the rate identified on the billing detail.

B. Failure of the employee to reimburse the City within 20 days of receipt of invoice may result in the deduction of the amount due from the employee’s paycheck, or final check upon termination of employment, or garnishment of wages if employee has received final check upon termination of employment.

8. Reimbursement of City Business with Personal Phone-

A. Employees using personal cellular phones may be reimbursed by the City for direct airtime for calls to conduct authorized City business if the employee signs a statement stating that the City’s cellular provider does not cover the area of the call. The employee will be required to keep a record of the date, time and identify the purpose/information for the call on the personal cellular telephone. Reimbursement shall be made through the City’s expense claim process with the billing detail. All City business calls must be identified, including name of person/agency calling/called and reason for call.

Performance and Support

Employee Assistance Program

All City of Milton employees have access to the Employee Assistance Program (EAP) the first of the month following date of hire. EAP services are available to help with a wide range of concerns and problems, and provides free access to many great services, including legal and financial counseling. The EAP is available 24 hours a day, 7 days a week by calling 1-800-570-9315. Or go online at www.guidanceresources.com, choose “**first time user**” and under “Your Company/Organization WEB ID” type “**trusteap71**”.

Training and Professional Development

The Mayor and Directors shall encourage training opportunities for City employees in order that services rendered to the City will be more effectively provided and that personnel are more prepared for greater responsibility and promotions. Training should be job related. Training sessions may be conducted during regular working hours at the discretion of the Department Director.

Training and Travel

To establish a policy and procedure related to employee expenses incurred while conducting official business, obtaining travel authorization, and reimbursing employees for expenses incurred in conduct of business of the City, and to implement the following.

Authorization to Travel. Travel by City officials and employees, City Council, and members of boards and commissions shall be specifically provided for in an approved budget and as provided below: Specific trip authorization shall be approved in advance.

Board and Commission Members. Workshops, seminars and conferences are normally included in budget requests.

Out-of-state travel must be approved by the Mayor provided such travel request is submitted in writing with justification for such travel.

Eligible Expenditures. Generally, eligible expenditures include travel and living costs incurred by the employee while away from the city and expenses incurred within the City necessitated by City business. Eligibility for expense reimbursement will be based on the following conditions:

Registration. Actual cost of registration of any employee at a meeting, conference, or convention for which he/she has received approval. Registration should be prepaid by use of a purchase card. Employees shall attend all conferences, meetings, and training sessions that are paid for at City expense. A copy of the conference agenda must be submitted with the travel reimbursement request.

Transportation. Actual costs for bus travel, train travel, taxi, car rentals, ride share services, parking fees, and air travel are eligible, provided all air travel shall be by government rates, internet rates or economy class, whichever is the most cost-effective rate for travel.

Employees using a personal vehicle to travel on City business will be reimbursed at the rate established by the Internal Revenue Service. Payment shall not exceed the lowest economy class airfare to the same destination.

Employees shall provide reasonable documentation of destination mileage and general purpose of business on reimbursement travel expense vouchers. Acceptable documentation includes beginning and ending odometer readings, trip mileage readings and MapQuest or similar mileage calculations. Frequent local use of a personal vehicle by an employee for City business may be accumulated and reported on a monthly basis as one reimbursable expense.

While using a City-owned vehicle on City business, the employee shall use a City purchase card for purchases of gasoline, oil, emergency repairs, or other related expense.

Lodging. Actual cost of hotel or motel accommodations is an eligible expense. If a family member or guest accompanies the employee, the employee shall pay for the amount over that of a single accommodation. The single accommodation rate must be noted on the hotel/motel statement. The employee shall always secure the most cost-effective government rate or Internet rate available. To be eligible for reimbursement for overnight travel expenses, one-way travel distance must be greater than 50 miles from the official residence or official workstation, whichever is shorter.

Lodging associated with one-way travel of less than 50 miles must be approved by the Mayor.

Meals While in Travel Status.

An individual shall be deemed to be in travel status when the travel includes reimbursable lodging.

Meals will be paid per diem based on the Federal Meal Per Diem Rate for meals by location. Meal per diem amounts include tips.

The amount of the authorized meal per diem is calculated by day. If the employee is in official travel status for more than 12 hours on any given day, they will receive the full per diem for the day. If the employee is in travel status for less than 12 hours, they will receive 75% of the daily per diem rate.

Where conference registration or training tuition fees include one or more meals, the City shall deduct per diem rates for those meals from the daily per diem total.

Prior to the start of the trip the employee must decide to pay for all meals personally and seek reimbursement after the fact; or elect to use a City purchase card for all meals.

- Meals which are paid for personally will be reimbursed at the full per diem amounts and do not require receipts.
- Meals which are paid for on a City purchase card are authorized up to the maximum of the daily per diem allowance but must not exceed the allowance on any given day of travel. Itemized receipts are required. Alcohol is not allowable regardless of whether or not the total is within the daily allowance.

Meals – Not in Travel Status.

Eligible meal expenses, when not on travel status, require submission of the detailed restaurant receipt (not the receipt which can be filled out by the individual) and shall be reimbursed or charged on a City purchase card, approved at actual cost not to exceed daily per diem allowance.

Expenses for meals where City business is conducted and that could reasonably occur during non-meal periods are not eligible for reimbursement. Meals for City Council, Mayor, and city staff conducting formal City business during mealtimes are specifically authorized.

Laundry and Valet Service.

Actual costs of laundry and/or valet service are allowable expenses when employees are required to be away from the City for more than six days at one time.

Telephone.

Charges for telephone are eligible for reimbursement only if City business requires such communication.

Ineligible Expenses. None of the following expenses shall be paid by the City:

- 1) Travel paid for by any other organization;
- 2) Alcoholic beverages;
- 3) Valet services (except as noted above);
- 4) Meals or lodging accommodations for family or guest;
- 5) Any meal expenses when already provided within the cost of registration for a conference, training, or other such event.
- 6) Tour bus fees for sightseeing tours;
- 7) Mileage if traveling as a passenger in a privately owned car;
- 8) Trip insurance;
- 9) Hosting; or
- 10) Any other personal expenditures for entertainment or other purposes.

Documentation of Expenses.

Every separate submittal of travel-related expenses must be accompanied by a copy of the approved registration.

All actual expenses shall be submitted to the Finance Department (for reimbursement) on the travel expense claim form. In the case of lodging expenses, a detailed statement of charges must be submitted. Each employee is expected to submit his/her own travel expense voucher reflecting reimbursable expenses actually incurred.

If lodging accommodations are shared between two or more employees on travel status, the employee paying the bill may submit the lodging portion of the billing for all such employees.

Travel Arrangements.

When employees are making travel and accommodation arrangements, it shall be the responsibility of the employee to obtain government discount rates or Internet rates. Employees are expected to make

travel and lodging reservations in advance whenever possible and to take other actions to ensure that travel and lodging is secured at the most reasonable rate possible.

1. Procedure.

- 1) All travel expenses, including local events, must receive appropriate pre-approval by the Department Director. Pre-approval may take the form of an email attached to the registration with submittal of the invoice or a signature on the invoice. Individuals who incur such expenses without preapproval do so at the risk of denial of reimbursement or payback obligation.
- 2) Travel and expense reimbursements must be signed, approved, and filed in the Finance Department on a travel expense claim form within 20 days after the return from travel.
- 3) Request for reimbursement of allowable travel expenses shall be prepared by the employee claiming reimbursement on the travel expense claim form with all of the required receipts. Form must be signed by the Supervisor and Director. Reimbursement will not be made if the required receipts are not attached. The travel expense claim form will then be processed through the next accounts payable run.
- 4) Purchase card reconciliation of the expenses shall require the completion of a travel expense claim form. Each expense shall be itemized separately with the corresponding purchase card receipt attached.
- 5) Except for lodging where individuals share the same room or transportation conveyance (cab, rental car, etc.), each individual seeking reimbursement must incur his/her own expenses and seek individual reimbursement. The only exceptions are group meals arranged for working sessions or banquets arranged by a department. Disallowed charges or charges not properly identified will be paid by the employee before the purchase card payment is due. Failure to do so will render the employee personally liable for the unpaid amount plus interest at the rate charged by the bank that issued the purchase card. If, for any reason, disallowed charges are not repaid before the purchase card billing is due and payable, the City shall have a lien against and a right to withhold any and all funds payable or to become payable to the employee in the amount of the disallowed charges, plus interest.
- 6) The Mayor and Finance Director are authorized to implement any administrative procedures necessary to implement the provisions of this section.

Compensation for Travel Time.

Travel to another City on one-day assignments. Time spent traveling to and from another City in the same day is paid time; however, if the employee does not start and/or end the day at the usual workplace the employee's normal commute time shall be deducted.

- a) For example, employee is required to attend local training 45 minutes away from his/her residence and does not stop at the office at the beginning or end of the day. Normal commute time to the usual workplace is 30 minutes. The employee is entitled to 15 minutes of paid travel time.
- b) Normal commute time shall be established by use of MapQuest.

Overnight Travel.

When employees are required to travel overnight the actual time spent traveling (e.g. in a car or on an airplane) is included in hours worked only to the extent that travel occurs during normal working hours. For this purpose, normal working hours are the same each day regardless of whether travel occurs on a regularly scheduled day off. For example, an employee who works 9:00 AM to 5:00 PM Monday through Friday would be paid for travel time which occurs between the hours of 9:00 AM and 5:00 PM on any day of the week.

The Department Director shall determine appropriate travel times based on MapQuest directions and shall allow the employee to leave early enough on travel days so that the employee might complete travel by the end of the regular workday. However, if training ends at or near the end of the employee's regular working hours additional travel time will not be paid for the return trip.

* For example, if a 9:00 AM to 5:00 PM employee attends training which is 3 hours away per MapQuest, the employee shall be allowed to leave at 2:00 PM on the day before training and shall be paid for 3 hours of travel time, regardless of whether actual travel time is shorter or longer.

* In the same example, if the training ends before 2:00 PM the employee is entitled to 3 hours of travel time, but if the training ends after 2:00 PM the travel time is limited to the time between the end of training and 5:00 PM.

Performance Feedback and Appraisals

To achieve the City's goal to train, promote, and retain the best qualified employees for every job, the City conducts periodic performance evaluations for all positions. City employees are to be evaluated by their Department Director/Supervisor prior to the completion of their orientation period and at least once every twelve (12) months thereafter, generally upon their employment anniversary date. The performance evaluation is part of an employee's conversion to regular status, whether the employee receives a wage increase or is to be promoted, transferred, demoted, laid off, or terminated. The performance evaluation shall include a section that allows employees to establish long and short-term goals and a section for employees to comment concerning the evaluation. The performance evaluation shall include a section that allows the employee to accept or to appeal the evaluation to the Mayor, who will review it in a reasonable time. The Mayor's decision of the appeal will be final.

Performance Issues and Corrective Action

All employees are expected to exercise ethical behavior, good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties.

Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City may result in disciplinary action, up to and including termination.

The Mayor or Department Director as appropriate, has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case. The City is an at-will employer; nothing contained in these disciplinary guidelines is intended to change the at-will nature of the employment relationship.

The following are examples of the types of behavior which may result in discipline:

- Drinking alcohol or the use/abuse of non-prescription or prescription drugs or other controlled substances on the job or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
- Violation of a lawful duty.
- Insubordination.
- Absence from work without first notifying and securing permission from the Supervisor.
- Habitual absence or tardiness for any reason.
- Unsatisfactory job performance as determined by the City.
- Conviction of a felony or a misdemeanor involving moral turpitude.
- Acceptance of fees, gratuities or other valuable items in the performances of the employee's official duties of the City.
- Inability, refusal, or failure to perform the duties of the assigned job.
- Unauthorized release of confidential information about the City, its customers, or its employees.
- Theft or unauthorized removal or possession of property from the City, fellow employees, customers or anyone on City property.
- Altering or falsifying any timekeeping record.
- Misrepresenting information, situations or one's actions to a Supervisor.
- Falsifying or making a material omission on an employment application.
- Making erroneous entries or material omissions on the City's records.
- Misusing, destroying or damaging property of the City, a fellow employee, a customer or a visitor.
- Fighting on City property.
- Bringing on City property dangerous or unauthorized materials, such as but not limited to explosives, firearms or other similar items.
- Violation of safety or health rules.
- Unauthorized use of another employee's computer password.
- Theft of mail, either paper or electronic, or unauthorized viewing of mail of the City or fellow employees.
- Carelessness or negligence while performing work related duties.
- Working unauthorized overtime.
- Engaging in rude or discourteous conduct towards others.
- Violation of duties or rules imposed by the Manual or by any other City rule, regulation, or administrative order.

This list is not all-inclusive but only serves as a general guide. The City may discipline or terminate employees for other reasons not stated above, or, as stated throughout these policies, with or without cause.

In the event that discipline is necessary, any of the following types of disciplinary actions may be used, depending on the particular situation:

ORAL WARNING: An oral warning is a discussion session between the employee's Department Director or Mayor and the employee on the subject of the employee's conduct and performance or his/her failure to observe a rule, regulation, or administrative instruction. The standard of conduct is explained, and it is made clear that continued misconduct will not be condoned. The employee is

warned that future violations will make stronger action necessary. A written record of the time, place, and circumstances of the oral warning shall be documented and placed in the employee's personnel file.

WRITTEN REPRIMAND: A written reprimand is a formal disciplinary action for misconduct, inadequate performance, or repeated lesser infractions and a statement that another infraction may result in further disciplinary action, up to and including termination. Copies of the reprimand are given to the employee, placed in her/his personnel file, and given to the Department Director issuing the warning. A copy is also given to the union should the employee be a member of a union.

SUSPENSION: A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. The employee is suspended from her/his job without pay for a period of time that is consistent with the seriousness of the offense. Coupled with such action is the warning that another violation may lead to more severe discipline, up to and including termination. A statement describing the action taken is given to the employee, and copies of the statement are placed in his/her personnel file and given to the department director issuing the suspension. A copy is also given to the union should the employee be a member of a union.

TERMINATION: It is presumed that when the employee has been given the opportunity to conform and has not done so to the satisfaction of the City, it is in the best interests of the City and the employee to terminate employment with the City. If the employee is a union member, it is advisable that the union be present at the time of termination. Some infractions are so serious that termination is permitted with the first violation. In the case of a serious offense, the City is not obliged to initiate discipline at a lesser stage but may, at its sole discretion, apply any state of disciplinary action deemed appropriate.

Pre-Termination Hearing

In the case of termination of an employee for disciplinary reasons, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and to determine whether there is a reasonable presumption that the charges against the employee are valid and support termination. The employee may have an attorney or other representative present at the pre-termination hearing at their own expense. The pre-termination hearing does not apply to part-time, provisional, temporary, or probationary employees.

Resignation

An employee should provide the City a written notice two (2) weeks prior to the date of their resignation from the City. This time limit may be waived by the employee's Department Director or the Mayor in certain circumstances. The Department Director shall forward a copy of the resignation to Human Resources for the personnel file. An exit interview may be conducted with employees leaving employment with the City.

Job Abandonment

If an employee does not show up for work or contact the Supervisor, the Supervisor should attempt to reach the employee by phone. If the employee cannot be reached by phone, the Supervisor should attempt to reach the employee's emergency contact. On the second day of absence, the Supervisor should follow the same procedure, with a message indicating that unless the employee contacts the Supervisor before the end of the third day of absence, the employee is deemed to have constructively quit their job and will be considered a voluntary resignation, effective the last day worked.

Failure to Return from Leave of Absence

If an employee does not return from an approved leave of absence by the agreed-upon return date and does not contact the Supervisor within three (3) days of that date, the employee is also deemed to have constructively quit their job and will be considered a voluntary resignation. The resignation is effective on the agreed-upon return date.

Retirement

Employees who elect retirement should submit written notice to their Supervisor, Department Director or Human Resources, stating their intention to retire and indicating the last available day of employment. A minimum of two (2) weeks' notice is preferred. An exit interview may be conducted with employees leaving the employment of the City.

Layoff

The Mayor may lay off employees due to lack of work, budgetary restrictions, or other changes that have taken place. Temporary employees or employees who have not completed their orientation period will be laid off before regular employees are affected. In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, unless otherwise stated in the Union Agreement.

Continuation of Benefits (COBRA)

The City of Milton will inform terminating employees, or surviving dependents of a deceased employee, of their rights to continue health coverage, as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA). In addition, information about final paychecks, PTO payouts and other benefits will be provided.

The City of Milton will continue paying for benefits through the end of the month in which the employee terminates employment.

Final Paycheck

Terminated employees will receive their final paycheck on the regular payday following the effective date of termination, unless the law requires otherwise. The final paycheck will include compensation through the last day of employment and any accrued, but unused, vacation and compensatory time based on eligibility.

If an employee has a negative vacation or sick balance, the City will deduct an amount equal to what is negative from the final check. Employees who leave employment with the City prior to completion of

one years' service shall not be compensated for any accrued vacation time. Any vacation time used during the first year shall be deducted from the lump sum payment. Additionally, any expense advances or other monies the employee owes will be deducted from the final paycheck, where allowable by law. Any deduction from a final paycheck must be authorized in writing by the employee.

Termination Checklist

Before leaving the City of Milton, the employee must return all files, reports, cell phones and chargers, laptops, iPad and accessories, uniforms, keys, equipment, credit cards, identification, and other company or customer materials issued to the employee or in the employee's possession. A checklist should be given to the terminating employee before the last day of employment as a reminder of the items that need to be returned. Items not returned by employee may be deducted for their final paycheck.

Pay & Benefits

Employee Classifications

The City of Milton classifies employees as exempt or non-exempt, in accordance with the Fair Labor Standards Act and Washington's Wage and Hour laws.

- *Salaried Exempt* employees are certain executive, administrative and professional employees who are exempt from the overtime provisions of state and federal law and are paid a salary.
- *Hourly Non-exempt* employees are paid on an hourly basis and are eligible for overtime pay pursuant to state and federal law. If you are a non-exempt employee who is scheduled to work 40 hours per week or less, it is your responsibility to keep your hours at or below 40 hours during the week unless approved in advance by your Supervisor.

Employees are also classified as full-time, part-time, temporary/seasonal and on-call:

- *Full-time employees* include both exempt and non-exempt employees who are normally or regularly scheduled to work forty hours per week and are eligible for benefits.
- *Part-time employees* include both exempt and non-exempt employees who are normally or regularly scheduled to work less than forty hours per week but not less than twenty hours per week and are eligible for benefits.
- *Temporary employees* are non-exempt employees who do not have a normal or regularly scheduled number of hours per week, who are employed for a specific assignment. Temporary employees are not eligible for benefits. Temporary employees shall not exceed 960 hours per year.
- *Seasonal employees* are employees who are working on a temporary, short-term position. Typically, seasonal employees are only hired for a specified period of time that should not last longer than 960 hours per calendar year.

Employees are compensated per the following guidelines:

Non-exempt employees are compensated for each regular hour they work on the basis of an hourly rate. When non-exempt employees work more than forty (40) hours in a work week, they are paid at one and one-half times (1-1/2x) their regular hourly rate, or such other amount as may be required by state and federal wage and hour laws or an applicable collective bargaining agreement. All overtime must be authorized in advance. Non-exempt employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's Department Director. If the compensatory time option is exercised, the employee is credited with one and one-half the hours worked as overtime. Maximum accruals of compensatory time shall be limited to forty (40) hours. After the maximum accrual, overtime compensation shall be paid. Employees should use compensatory time within a reasonable time period after making a request to their Department Director, unless doing so would unduly disrupt City operations.

Compensatory time should be used for short-term absences from work during times mutual agreed to by the employee and her/his Department Director. Accumulation of compensatory time to be used for extended vacation time off is not normally permitted. If an employee is unable to use accrued compensatory time within the calendar year, the employee will be paid his/her original overtime

wage. Should the accrual of compensatory time, along with vacation, holiday leave, and sick leave create a retirement liability to the City, such compensatory time shall be taken by the employee prior to retirement.

Exempt employees are compensated through an assigned salary. This salary is determined on the basis of market value, the special attributes the individual brings to the City, the level of responsibility associated with the position, and the value of the position to the City.

If an employee's paycheck is lost or stolen, please notify a Supervisor immediately. Notify Human Resources, in writing, of any changes in the employee's name, telephone number, home address, marital status, number of dependents, beneficiary designations, individuals to notify in case of an emergency, and so forth. Change of address forms may be obtained from Human Resources.

Work Week

The City of Milton's workweek is forty hours within a seven-day work week. The City's standard work week is Monday through Friday from 8:00AM to 5:00PM, with a one-hour unpaid lunch period. The FLSA work period for City employees who are not subject to the 7k exemption to the FLSA is a week in length and commences at 12:01AM Monday morning and concludes on Sunday night at 12 midnight. For Police Department employees, the work week shall consist of either four consecutive ten-hour days or five consecutive eight-hour days. The work period for police officers subject to the 7k exemption will be set forth in departmental policy or the applicable collective bargaining agreement. Police Department shall receive a one-hour meal period which shall be considered on duty time. For the purposes of calculating overtime compensation, hours paid for benefits such as holiday and/or vacation or sick leave within any given work week are not included in the definition of "hours worked." Supervisors should avoid consistently working their employees beyond their regularly scheduled workweek hours. Mayor and Department Directors are able to change work week and days in emergency situations.

Attendance

Punctual and consistent, in-person attendance on the job site is a condition of employment. Each Department Director is responsible for maintaining an accurate attendance record of his/her employees. Employees unable to work or unable to report to work on time must notify their Supervisor as soon as possible, ordinarily before the workday begins or within 30 minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day unless other prior arrangements have been made with the Supervisor. If the Supervisor is unable to be reached via phone, the employee may leave them a voice or text message stating the reason for being late or unable to report for work.

Employees are expected to be at work even during inclement weather. Department Directors may allow employees to be late or leave early during severe weather conditions; however, non-attendance will be counted as absence from work and will be charged to accrued vacation time. An Employee who is absent without authorization or notification is subject to disciplinary action, up to and including termination.

Time Reporting

All employees must complete a time record, recording all hours worked for the pay period including holiday, sick, over time and comp time. This record allows the City to pay its employees properly for their time.

- Each time record covers hours worked from the first day of the pay period through the last day of the pay period.
- Employees are required to record their time accurately, reflecting the hours actually worked. Falsifying time records is subject to discipline, up to and including termination.
- For non-exempt employees, work in excess of 40 hours per week (overtime) is not permitted without prior approval. Employees who work unauthorized overtime will be subject to disciplinary action up to and including termination.
- The Fair Labor Standards Act (FLSA) requires employers to pay nonexempt employees time and one half of the employees' regular rate of pay for all hours worked over 40 in a workweek. The City of Milton will not count paid holidays, paid time off (PTO), vacation, personal or sick leave hours taken by an employee toward the calculation of the overtime requirement, because these hours are not actually "worked" and are therefore not considered as hours counted toward overtime under the FLSA.

Pay Periods and Pay Days

All staff are paid twice per month. Paychecks are issued on the 5th and 20th of each month. If the pay date falls on a holiday, then paychecks will be issued the day prior to the regular pay date. If the pay day falls on a weekend day, the paychecks will be issued on the Friday before the weekend.

Meals and Rest Periods

Employees who work five (5) or more hours in a day are provided a generally uninterrupted meal break. The length of the meal break varies depending on your department but is not less than 30, nor more than 60 minutes in length. Employees who are not able to take a break at their discretion are also provided one fifteen-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.

Employees who are authorized to work for two or more consecutive hours beyond normal working hours as determined by the employee's department head and who purchase a meal in connection with performing such unscheduled, unplanned overtime will be reimbursed in accordance with the City of Milton's travel, meals and lodging reimbursement policies.

Nursing Mother Breaks

For one year after the birth of a child, employees who are nursing are entitled to breaks of reasonable duration each time the employee has a need to express milk. If the employee utilizes the nursing mother break during a standard 15-minute rest break, she will be paid for the time. If the employee is taking an additional break for the purpose of expressing milk the time will be unpaid. The City of Milton will provide a location, free from intrusion from coworkers or members of the public, which may be used for this purpose. Employees will not be retaliated against for exercising their rights under this policy.

Employee Parking

The City provides parking for employees in identified reserve parking spaces on a first-come-first-serve basis in the City parking lots. City employees are not authorized to park their private automobiles in the central parking area located between City Hall (Building D), the Milton Activity Center/Police Station (Building B) and the Fire Station (Building A). If parking accommodations need to be made, speak with your Department Director. The City does not assume responsibility for vehicles or their contents in these parking areas.

Employee Health and Wellness Benefits

Providing a quality benefit package for our employees is important to the City of Milton. It is our way of saying “thank you” for pledging your commitment to our vision.

Eligibility for Health Benefits

If you enroll in the health plans at the City of Milton you can also enroll your eligible dependents which include your lawful spouse, your spouse’s natural or legally adopted children and children for whom you are the legal guardian. Children are eligible up to age 26. Eligibility is determined by the City’s health insurance provider and the relevant plan.

Enrolling in Benefits

New employees, who meet the eligibility requirements, are eligible to enroll in the health plans on the first day of the month following date of hire. The City offers three medical plan choices, two dental plan choices, vision and life insurance. Human Resources will go over plan details with you during the onboarding process.

To be eligible you must work at least 20 hours per week. A change of employment status may result in a change in your benefit eligibility.

Your initial date of eligibility is your time to enroll. Otherwise, you must wait until the Annual Open Enrollment period. Open Enrollment is the only time during the year that you may enroll if you previously waived coverage, changed your benefit elections or added/removed dependents from the plan.

If you sign up for benefits you may not drop or change them during the year unless you experience a qualifying event. Any change in coverage at that time must be consistent with the qualifying event.

Retirement Benefit

Employees may retire as so provided under PERS and LEOFF rules. In all instances, the retirement date and all benefits shall be in accordance with DRS rules and state law. Employees shall be required to contribute to Public Employees Retirement System or Law Enforcement Officers and Firefighters Retirement Systems of the state as provided by law and regulation. Rates of contributions may be adjusted from time to time by current state legislation.

Holidays

All full-time regular employees shall be entitled to compensation for holidays in accordance with their Collective Bargaining Agreements or Exempt Policy. (Part-time regular employees shall accrue holiday benefits in direct ratio to hours worked). Dates of the legal holidays will be so designated as celebrated and proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement by the employee and the Department Director and must be used during the calendar year in which the employee is entitled to these "floating holidays". Refer to your CBA/Exempt policy regarding floating holiday eligibility. In order to be eligible for a holiday (including "floating holidays") an employee must be in paid status on the regular workday immediately preceding and immediately following the scheduled holiday. Paid status includes being compensated for sick leave, vacation, bereavement leave, military leave, jury duty, compensatory time, and a regular workday. It also includes being paid for working. If a full-time or part-time regular City employee is required to work on any holiday, such time worked on the regular holiday shall be paid in accordance with their Collective Bargaining Agreements or Exempt Policy. Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. Employees will be eligible for Holiday pay when their scheduled workday falls on a recognized paid holiday.

Religious Holidays

Employees are entitled to two unpaid holidays per calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days he or she wishes to take the two unpaid holidays after consultation with his/her Department Director. If an employee prefers to take the two unpaid holidays on specific days, the employee will be allowed to take those days off unless the absence would cause an "undue hardship" or the employee is necessary to maintain public safety. The term "undue hardship" has the same meaning as defined in WAC 82-56-020, as currently enacted and as amended.

The City will consider the following factors, on a case by case basis, when determining whether granting the request would cause an undue hardship:

- The requesting employee's department or the City's financial resources;
- The number of other employees requesting leave on the same date(s);
- Impact on the City, the requesting employee's department, or public safety;
- Type of operations of the requesting employee's department;
- Nature of the employee's work;
- Any other impact of the City's operation or requesting employee's department due to the employee's absence.

An employee should submit a request for an unpaid holiday to the employee's Department Director a minimum of two weeks before the requested day off. The Department Director will coordinate with Mayor to evaluate requests and consider the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of "undue hardship" as set forth above. These unpaid holidays are available

only during a single calendar year, and any unused days will not be carried over to subsequent years.

Leaves and Extended Time Off

Vacation Leave

Refer to CBA/Exempt policy

Temporary and seasonal employees receive only those benefits specifically provided for by state law such as the Washington Paid Sick Leave Act.

Longevity Pay

Refer to CBA/Exempt policy

Leave Without Pay

Upon written request of the employee, the Mayor may grant a regular employee a leave of absence without pay, not to exceed one year. Approval of such leave shall be in writing and signed by the Mayor. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave of absence without pay. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position.

Administrative Leave

On a case-by-case basis, the City in its discretion may place an employee on administrative leave with pay for an indefinite period of time, interests of the City, during the course of an investigation or other administrative proceeding or when the Mayor otherwise determines it to be in the best interests of the City. The length of an administrative leave is at the Mayor or designee's discretion. The City may require the employee to be available during their regular work shift while on administrative leave.

Sick Leave

All full-time and part-time regular employees shall accrue sick leave. Refer to CBA/Exempt policy for accrual policies. Temporary employees who are not entitled to sick leave under a CBA or City policy shall accrue 1 hour of sick leave for each forty hours worked and accrue and may use the leave as provided for by the Washington Paid Sick Leave Act. A doctor's certificate shall be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a serious physical or mental condition which impairs her/his ability to perform the job. Employees who call in sick (regardless of reason) will be taken off "on call" register for 24 hours for each day they call in.

Military Leave

Refer to CBA/Exempt Policy

Jury Duty/Trial Witness Leave

Refer to CBA/Exempt Policy

Bereavement Leave

Refer to CBA/Exempt Policy

Domestic Violence, Sexual Assault, and Stalking Leave

Employees who are victims of domestic violence, sexual assault, or stalking, or who have a family member who is a victim, may take reasonable unpaid leave from work either in continuous blocks of time or intermittently, or continue employment on a reduced work schedule, to take care of related legal or law enforcement needs, to obtain or assist in obtaining medical treatment, social services assistance, or mental health counseling, 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. An employee may elect to use sick or vacation time while on leave. For purposes of this policy, family member is defined as child, spouse, parent, parent-in-law, grandparent on either side, or person the employee is dating. Employees must give as much advance notice of the need for the leave as possible. Leave requests must be supported with one or more of the following:

- A police report;
- A court order of protection;
- Documentation supporting a court appearance;
- Documentation from a healthcare provider, domestic violence advocate, attorney, or clergy; or
- An employee's written statement that the employee or employee's family member is a victim and needs assistance.

If the situation does not allow for advance notice, the employee must notify their Supervisor or Department Director no later than the end of the first day that the employee takes leave.

The City of Milton will continue to pay the City's share of health benefits as if the employee were still at work provided the employee pays his or her share of the premium.

At the end of the leave, the employee will be restored to the same position or equivalent position in pay, benefits, terms and conditions unless the employee had a temporary assignment or was hired to work on a limited term project that was completed before or during the leave.

Family Medical Leave Act (FMLA)

The City of Milton complies with the Federal Family and Medical Leave Act of 1993 (FMLA) and all

applicable State laws related to family and medical leave including but not limited to the Washington Paid Family and Medical Leave (WAPFML) and the Washington Maternity Disability Regulations (MDR).

Purpose

FMLA requires the city to provide up to 12 weeks of unpaid leave to eligible employees for reasons relating to family and medical care. The MDR provides female employees who are pregnant or have given birth additional weeks of leave for the period in which they are physically sick or temporarily disabled. Regardless of whether an employee is eligible for FMLA leave, she is entitled to MDR.

General Policy

Employees who have been employed by the City for at least 12 months and have worked at least 1,250 hours in the last 12 months are entitled to 12 workweeks of FMLA - qualified leave every 12 months for one or more of the following reasons:

1. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
2. Care for a newborn or a newly adopted child or a newly placed foster child;
3. Care of a spouse, child or parent with a serious health condition;
4. Any qualifying exigency arising when the employee's spouse, child, or parent is called to active military duty or is on active duty. Qualifying exigencies are generally activities related to the active foreign duty or call to foreign duty, including attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A serious health condition is defined as 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).

Selection of FMLA Period

The 12-month period during which an employee is entitled to 12 weeks of FMLA -qualified leave is a "rolling" 12-month period measured backwards from the date an employee uses any FMLA - qualified leave.

Intermittent or Reduced Work Schedule Leave

In certain circumstances, eligible employees may take FMLA intermittently or by reducing their work schedule. If the FMLA is due to the employee's own serious health condition or to care for a family

member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency arising from a family member's military service. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the city's permission. Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the city's operations. Where an employee needs intermittent or reduced-schedule leave based on planned medical treatment, the city may transfer the employee to an alternative position with equivalent pay and benefits that can better accommodate such recurring leave.

Additional Leave for Pregnant Employees

Under the MDR, pregnant employees are entitled to unpaid leave for the period of time that the female employee is physically disabled due to pregnancy and/or childbirth. The period of temporary disability normally lasts six weeks if the pregnancy and childbirth are without complications. With complications, such as required bed rest before childbirth, the period of temporary disability can last longer.

If eligible for FMLA, the pregnancy leave required under MDR runs concurrently (at the same time) with the FMLA and does not extend the 12 weeks of leave allowed under federal law.

Shared Leave When Both Parents Work for the City of Milton

If both parents are employed by the City, they are jointly entitled to a combined total of 12 work-weeks of FMLA -qualified leave in a 12 month period for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for the birth or for the placement for adoption or foster care must be completed within 12 months of the child's birth or placement.

Additional Leave for Caregivers of Military Personnel

Per FMLA, eligible employees may receive up to 26 weeks of unpaid leave in a 12-month period to care for an injured military service personnel

- who is the employee's spouse, parent, child, or next of kin;
- who is a current member of the armed forces, including National Guard and Reserves; and
- who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

Notice

An employee seeking to use leave must provide written notice to the Department Director at least 30 days in advance of the need to take the leave when the need is foreseeable. The City may require delay of any leave if the need was foreseeable and proper notice was not given. For leaves that are not foreseeable, the employee should give notice as soon as practical.

When leave is requested in connection with planned medical treatment, the employee must make a reasonable effort to schedule treatment in order to prevent disruptions to City operations.

In addition, employees who need leave for their own or a family member's serious health condition may be asked to provide medical certification from a healthcare provider of the serious health condition, periodic recertification of the serious health condition and when the leave is for an employee's own serious health condition, a certification that the employee is fit to return to work. A second medical certification may be performed by a different doctor at the city's expense. If the second certification differs from the first, the employee and City may mutually select a third healthcare provider paid for by the City, whose opinion will control.

Employees who need leave for qualifying exigency arising from a family member's military leave must provide certification confirming the need for leave.

Employment Protection

Upon return from an FMLA-qualified leave, the employee is entitled to his or her former position or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). If an employee takes more than 12 weeks of FMLA-qualified leave in any 12-month period, the City reserves the discretion to not return the employee to work after such leave unless otherwise required by law. If the employee chooses not to return to work for any reason, the employee should notify his/her Department Director as soon as possible.

Continuation of Health Insurance

For leave taken under the FMLA, the City must keep the employee on its health insurance coverage, including family coverage if applicable, and continue to pay the City's share of the coverage as if the employee were still at work. The employee must pay his or her share of the premium. The City may cancel coverage if the employee's premium payment is more than 30 days late and the City provides the employee with written notice at least 15 days in advance advising that coverage will be cancelled if the premium is not received.

Because neither the WAPFML nor the MDR provides for payment of health care premiums, the City is only obligated to maintain coverage at its expense for a maximum of twelve weeks. If the employee fails to return from leave, the City may recover the premiums paid for any coverage unless the failure to return is due to a serious health condition that prevents return, or other circumstances beyond the employee's control.

The taking of FMLA-qualified leave will not result in the loss of any benefits, including seniority or pension rights, accrued before the date on which the FMLA-qualified leave commenced.

Washington Paid Family and Medical Leave

The Washington State Paid Family and Medical Leave (PFML) law (Chapter 50A RCW) and supporting regulations establish a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. PFML benefits will be available starting on January 1, 2020. This policy provides a summary of the PFML program, but employees may obtain additional information at www.paidleave.wa.gov. To the extent an issue is not addressed in this policy, the Employer will

administer this benefit program consistent applicable statutes and regulations.

Payroll Deductions

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

Eligibility

Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows: Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for Northwest Center at least 12 months and have worked 1250 hours in the last year).

Leave Entitlement

Eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML leave may be taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML runs concurrently with FMLA where an absence is covered by both laws. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

PFML Application Process

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

Notification Requirements

An employee must provide written notice to the City of Milton of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the need for leave, the City will advise the employee whether the employee is eligible for job protection under PFML or FMLA or both.

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

If taking leave intermittently, an employee must notify the City each time PFML leave is taken so that leave use may be properly tracked.

PFML Monetary Benefits

If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to a maximum of \$1,000 per week. ESD's website is expected to include a benefits calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. Employees may use available accrued Paid-Time-Off (PTO) hours to cover absences during the waiting period.

Supplemental Pay While on Leave

Available vacation and sick leave may be used to supplement your pay while on leave from work during FMLA or Washington Paid Family. Please contact Human Resources to ensure you utilize your benefits in accordance with your preference. The City of Milton will not supplement pay with Paid-Time-Off without employee consent.

Note: Employees do not continue to accrue paid time off when the employee moves to an unpaid status.

Vacation and sick hours can be designated as a "supplemental benefit" under the WAPFML law. Employees may use accrued hours to make up the difference between the WAPFML benefit received from ESD and regular pay for a week in which WAPFML leave is taken. The use of supplemental hours is contingent on the employee submitting proof of application for weekly WAPFML benefit and approved for FMLA leave. The City will then coordinate payment of supplemental vacation and sick hours directly with each employee.

Important note: If an employee uses accrued leave during the initial seven (7) day waiting period before receiving payment from WAPFML, such leave is non-supplemental and must be reported to ESD when filing the weekly WAPFML benefit claim.

Leave Sharing Bank

The City has established a leave sharing plan in which eligible employees may donate excess leave for use by a named fellow employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. Employees that donate such leave must maintain a minimum of 160 hours sick leave accrual after donation and waive all rights to the donated leave. The benefactor of donated sick leave must have used up all available paid leave before receiving any donated sick leave. This leave can be donated anonymously and doesn't have to be requested by employee in need. Sick leave donations will be reviewed and approved by the Mayor.

Workplace Conduct and Behavior

Violence in the Workplace

As part of our goal to provide a safe environment for our employees and customers, the City of Milton absolutely prohibits any kind of threats or acts of violence in the workplace. We consider such behavior on the part of employees, customers, vendors, or any other individual to be a serious matter.

Threats are generally considered to be an expression of intent to inflict harm. Acts of violence include any physical force intended to harm people or damage property.

As an employee, you are also responsible for:

- Reporting to Human Resources any restraining order, temporary or permanent, which identify any city location as a protected area. You will also need to provide Human Resources with a copy of the restraining order.
- Ensuring that you do not bring any potentially dangerous items – including weapons – to work with you. Weapons of any kind are not allowed in any of the City's workplaces, buildings, or customer sites.

Failure to use good judgment in keeping our workplace free from violence may result in disciplinary action up to and including termination from employment.

Weapons in the Workplace

Weapons (including all firearms and other items capable of harming others) and explosives are prohibited on City premises, including City facility parking lots. Employees are encouraged to promptly report any weapons on City premises to any Director or Human Resources and will not be retaliated against for doing so. This policy does not apply to commissioned police officers.

Personal Appearance and Dress Code

The first impression customers and visitors receive is generally the lasting impression they maintain. Because we are often in close contact with our fellow employees, customers, and visitors, we must be conscious of our appearance and manners. The dress and grooming of City employees should always ensure their safety and well-being on the job. Standards of personal appearance will reflect the needs and expectations of our customers.

Different jobs may have different dress code requirements for the effective performance of job duties (for example, a truck driver needs to wear sturdy footwear); these, too, may be established by the Department Directors. For specific questions related to dress code or personal appearance on the job, employees should talk to their Director. If an employee leaves or is terminated before probation, any clothing/boot allowance that has been paid to them will be deducted from their final check.

The City of Milton reserves the right to determine what is appropriate dress or appearance. Employees who would like to request an accommodation regarding the City rules on dress or appearance for religious reasons should contact their Director.

Drug-Free Workplace

The use of non-prescribed, controlled substances at any time by any employee is a direct threat to the lives and property of citizens and the public health, safety, and welfare of all citizens in the City. Additionally, the use of drugs or alcohol by an employee in a manner that affects his or her job performance or causes an undesirable reflection on the reputation of the City, may lead to disciplinary action, up to and including termination.

Illegal drugs include narcotics, hallucinogens, depressants, stimulants, and other substances capable of creating or maintain adverse effects on a person's physical, emotional, or mental condition. Medication or prescribed drugs are drugs an individual may be taking under the direction of a licensed medical professional in a medical setting to address a specific physical, emotional, or mental condition.

Alcohol or illegal drugs use, or possession is prohibited on City property. Alcohol or illegal drug consumption off City property during working hours is prohibited, and reporting for work or being on duty with a breath/blood alcohol level greater than .000 or under any influence of drugs is a violation of this policy. Employees who appear to be under the influence of alcohol or illegal drugs during working hours may be required to submit to appropriate tests to confirm or deny alcohol consumption or use of illegal drugs.

Failure to submit to testing upon request shall be grounds for disciplinary action, up to and including termination.

An employee who appears at the work site affected by alcohol or illegal drugs may be placed upon administrative leave for the day, followed by disciplinary action, up to termination.

Employees are expected and required to report to work on time and in appropriate mental and physical condition necessary to perform their assigned duties.

The City recognizes drug and alcohol dependency as an illness and a major health problem. The City also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plans, as appropriate. Conscientious voluntary effort to seek such help will not jeopardize any employee's job and will not be noted in any personnel records.

Employees must, as a condition of employment, abide by terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conduction City business. A report of conviction must be made within five (5) days following conviction. (This is a requirement per the Drug-Free Workplace Act of 1988.)

Smoking

The City is committed to providing a safe and healthy workplace and to promoting the health and

well-being of its employees. Consistent with this commitment, the City recognizes the mounting scientific evidence of the adverse health effects of tobacco smoke and, in particular, the hazards of environmental tobacco smoke (ETS). Implementing a smoke-free workplace policy eliminates the possibility of exposure to ETS, thereby contributing to a healthier work environment and healthier employees.

The City prohibits smoking of tobacco or any other products by anyone in all City facilities, including City owned buildings, vehicles, and offices or other facilities rented or leased by the City, including employee offices. The City encourages all employees who smoke to enter a smoking cessation program and will support efforts undertaken by such employees. The City may identify an outdoor smoking area that meets the requirements of the Clean Air Act. Infractions of this policy will be handled as a disciplinary issue, using progressive disciplinary measures.

Ethics and Confidentiality

Code of Ethics Policy

The City of Milton upholds, promotes, and demands the highest standards of ethics from its employees for personal integrity, truthfulness, honesty, responsibility and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants and must never use their City position or powers for personal gain or in breach of the public trust.

What ethical conduct is expected under this policy?

Ethical conduct includes, but is not limited to:

- Acting at all times in the best interests of the community we serve.
- Demonstrating excellence, integrity and responsibility in our work.
- Adhering to the laws of the United States, the state of Washington and the City of Milton.
- Providing honest, accurate, timely and complete information.
- Identifying problems and helping create solutions.
- Following City and department policies, procedures and rules.
- Reporting improper conduct.
- Keeping our co-workers safe from retaliation of any kind.
- Abstaining from decisions that could result in a direct benefit to the employee, a relative or co-habitant.

What are the key expectations for employees to comply with this policy?

Employees of the City are expected to:

- Read and understand all employment policies.
- Follow appropriate ethical behaviors as specifically set forth in the employment policies.
- Seek guidance in resolving ethical issues or concerns from their Supervisor, Department Director, Human Resources or the City Attorney.
- Report to their Supervisor, Department Director or Human Resources any conduct by other City employees which may violate this Ethics Policy, any other employment policies or the City's Code.

What are a supervisor's additional responsibilities for complying with this policy?

A Supervisor's additional responsibilities for complying with this policy include:

- Monitoring and ensuring compliance with this Ethics Policy or other employment policies or the City Code.
- Setting an example of exemplary ethical conduct.
- Dealing effectively with ethics concerns that arise in their area.
- Prohibiting retribution or retaliation against any employee who reports or supplies information about, or assists an investigation into, an ethics concern.

OUTSIDE EMPLOYMENT

Employees may engage in paid outside employment, consulting work or self-employment only if the work does not compete with or create a conflict of interest with an employee's duty to the City. To the extent that this policy conflicts with an existing policy of the police department, its collective bargaining agreement or past practice, that policy, agreement or practice will control.

When does outside employment "compete with" City employment?

Outside employment competes with an employee's duty to the City when the work requires an employee's conduct to be disruptive or damaging to the City and/or the City working environment.

Examples of work that may be viewed as competing with City employment include those that:

- May adversely affect job performance at the City, or an employee's ability to fulfill all job responsibilities at the City. Adverse effects may include but are not limited to poor job performance, fatigue or excessive absenteeism or tardiness.
- Interfere with an employee's ability to work his/her normal schedule at the City or prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, and when such availability is a regular part of the employee's job.
- Interfere with responsibilities to the City as the primary employer.
- Involve performing services for customers that are normally performed by City employees. Require working for a competitor, a City grant and/or contract created by the employee, or self-employment that is in competition with the City.
- May require the use of City information, property, facilities and/or systems, such as phones, tools, equipment, etc.
- Involve assisting others in transactions with the City in which the employee has participated, or which has been under their official responsibility.

What is a "conflict of interest"?

Outside employment creates a conflict of interest with an employee's duty to the City when an employee engages in activities for personal gain that compromises the employee's ability to represent the City's best interests.

Examples of activities that may create a conflict of interest include those that:

- Require the use or disclosure of confidential City information.
- Impair objectivity or independent judgment or create an impression of conduct that violates the public trust.
- Involve activities which may appear to conflict with the City's Core Ethics policy and/or other related employment policies.
- Negatively impact the normal course of the employee's official duties.

How does an employee obtain approval to engaging in outside employment?

The employee must provide his/her Supervisor with a written request prior to beginning the employment. The notice should include the dates of employment; the potential employer or, if self-employment, the name of the business; the type of work to be performed; any potential problems the outside employment may cause with City employment; and any actual or perceived competition or conflicts of interest with City employment. The City shall have sole discretion to determine whether the request should be approved.

How will the employee know his or her request has been approved?

The City will provide approval in writing. The City may also require a written agreement with the employee which outlines the type of work that has been approved, discusses any perceived conflict of interest as well as how it may be eliminated, and addresses any other conditions of approval. Employees may not perform any outside employment during the hours they are on duty working for the City. If an employee accepts outside employment, the City may request information about the employment at any time.

Can an employee use City leave benefits for outside employment needs?

Use of sick, FMLA or Catastrophic leave concurrent with outside employment must be approved by the City.

Can a regular employee work for the City outside their regular job duties?

Yes. However, the employee must obtain approval from Human Resources prior to engaging in such work.

CONFLICTS OF INTEREST

Employees are expected to represent the City in a positive and ethical manner. Employees have an obligation to avoid conflicts of interest or any activity which would give the appearance of a conflict of interest.

What is a "conflict of interest"?

It is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest. The following list is not intended to be exhaustive, but includes some of the clearer examples:

- Employees may not accept any employment relationship which competes with or creates a conflict of interest with a duty to the City.
- Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom an employee regularly transacts City business, who has or seeks a contract with the City, or who desires other official action from the City.
- Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the City may have with that customer, potential customer, or financial institution.
- Misusing confidential City information or disclosing such information to any individual who does not have a need to know the information.
- Using the City's name, account or credit to purchase merchandise for personal use. Using City assets or labor for personal use.

What should an employee do if he or she learns of a situation that is a conflict of interest or may appear to be a conflict of interest?

Any conflict or potential conflict of interest must be disclosed to an employee's immediate Supervisor, the Department Director or Human Resources as soon as possible.

What if an employee is offered or receives a gift?

Any and all gifts received by a City employee at any time during the year should be given to the employee's immediate Supervisor or the Department Director with an explanation of the circumstances surrounding receipt of the gift. If possible, the Supervisor or Department Director will return the gift to the sender with a written expression of thanks and an explanation of the City policy concerning gifts. A copy of the letter will be sent to the Mayor or Designee.

If returning or refusing a gift would be impractical (such as food, flowers or plants), the Supervisor will take the item to a recognized relief/assistance organization or make the item available for the enjoyment of all employees or members of the public in the employee's work area. The Supervisor will also send a thank you card to the person or company that provided the gift explaining what was done with the gift.

Are there any situations when an employee may accept a gift?

Yes, under limited circumstances. Items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference, are acceptable. Employees should make every effort to use

such items in the workplace instead of taking them home. In addition, meals may be purchased or provided for City employees at business meetings as long as there is a justifiable work-related purpose for the meeting.

NEPOTISM

To avoid the reality or appearance of improper influence or favoritism, two employees who are dating or are in the same immediate family may be employed by the City *unless* such employment would create a real or potential conflict of interest.

What relationships are included in this policy?

For the purposes of this policy, relationships under this policy may include employees dating each other, the employee's spouse, domestic partner, child, domestic partner's children, mother, father, brother, sister, step family, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household, other than roommates.

Each employee must inform his/her immediate Supervisor or Department Director immediately if they enter into a relationship which may create a conflict of interest under this policy.

What is a "conflict of interest"?

A conflict of interest exists where the City has a compelling and essential need to avoid a business-related conflict of interest or the reality of appearance of improper influence or favor. A conflict of interest always exists under the following circumstances:

Where one of the individuals would have authority (or practical power) to supervise, appoint, remove or discipline the other.

Where one of the individuals would be responsible for leading, auditing, overseeing, or guiding the work of the other.

A conflict of interest may also exist in other situations such as where both employees would report to the same immediate Supervisor.

What if a reassignment, transfer or promotion would create a conflict of interest?

The City will actively seek solutions to prevent a conflict and still allow the reassignment, transfer or promotion.

What will happen if two City employees establish a relationship (as defined in this policy)?

If a conflict or potential conflict exists due to the new relationship, the City will attempt to find a suitable accommodation to eliminate the conflict. If accommodations are not feasible, the employees will be given 30 calendar days to determine which of them will resign. If no decision is made during this time, the City reserves the right to make the decision.

POLITICAL ACTIVITIES

Employees shall not use or authorize the use of City facilities, property or assets for working on campaigns for the election of any person to any office or for the promotion of, or opposition to, any ballot proposition, except as authorized by the provisions of RCW 42.17.130.

What types of activities are prohibited under this policy?

City employees are prohibited from using their official position to unlawfully influence, interfere with, or affect the results of an election. Therefore, no employee or group of employees, while representing themselves as City employees, shall campaign for or against any political candidate or ballot measure, or endorse or oppose a political advertisement, broadcast, statement or campaign literature except as allowed

by state and federal law. Nothing in this section prohibits a City employee from personally supporting or opposing any candidate for public office during off-duty hours.

Can an employee display or distribute campaign paraphernalia at work?

No. Employees shall not display or distribute partisan literature, political buttons, stickers, banners, etc., during work hours or on City property or in City vehicles.

May an employee testify as a private citizen at public hearings or meetings regarding issues affecting the City?

Yes. If the employee's testimony is given during non-work hours and the employee discloses that he or she is testifying as a private citizen and not a City employee.

SOLICITATION FOR CHARITIES AND NON-PROFIT FUND-RAISERS

Most forms of solicitation on City property or during work time are prohibited. The City may, in its sole discretion, make exceptions to this policy when it is determined to be in the best interest of the City (e.g., United Way fund drive).

"Solicitation" is the requesting of an employee's time or resources for any cause, whether by an individual or group, and regardless of whether for financial or non-financial reasons. Solicitation may involve individuals or groups engaging in direct sales, recruitment, placing of signs and posters, and other activities resulting in the anticipated benefit of the individual or group.

What types of solicitation may be allowed under this policy?

Employees may solicit contributions to charitable or non-profit community, youth or educational fundraisers so long as it does not cause undue disruption of the work environment. The use of City facilities or equipment to solicit contributions (e.g., via bulletin board postings) requires prior authorization from the employee's Department Director.

WHISTLEBLOWER PROTECTION

Public employees have an obligation to assure that government in general, and their departments in particular, perform ethically, as well as efficiently and effectively. City employees are prohibited from engaging in improper governmental action and are encouraged to report suspicious, unethical or illegal conduct or any other suspected improper governmental action taken by other employees, Supervisors or officers. Employees who make good faith reports of improper governmental action will be protected from intimidation or retaliation for making a report.

Why does the City have a whistleblower program?

The whistleblower program holds City employees accountable for their actions. The policy also protects employees who make good faith reports of improper governmental action. And, most importantly, the program stops inappropriate and illegal governmental actions.

What is "improper governmental action"?

Improper governmental action is any action taken by a City employee, Supervisor, Department Director or officer that is:

A violation of any federal, state or local law or rule;

An abuse of authority;

A gross waste of public funds (including use of public funds for private gain); or

A substantial and specific danger to public health or safety.

Improper governmental action does not include personnel actions or decisions, disciplinary actions,

violations of collective bargaining or civil service laws, or violations of labor agreements.

Who can report improper governmental action?

Any employee working for the City may report suspected improper governmental actions through this Whistleblower program. This includes regular and temporary employees as well as elected officials.

Is there any information that does not fall under the Whistleblower Protection Policy?

Yes. This policy does not authorize disclosure where prohibited by law.

How should an employee report suspected improper governmental action?

To report suspected improper governmental action, an employee should take the following steps:

- Submit a written report of the action to any Department Director, the City Attorney, Risk Manager or Human Resources. The report should describe the suspected improper governmental action, the name of the employee(s) involved, and when the action occurred. In cases of an emergency (an immediate risk of injury or damage to property), the matter should be immediately brought to the attention of one of these individuals and followed by a written report.
- If an employee reports a suspected governmental action to the appropriate person and no action is taken, or the employee is not satisfied with the action taken, a report may then be made to the governmental agency responsible for investigating the improper action (see attached list of governmental agencies).

Will the reporting employee's identity remain confidential?

Yes. The identity of a reporting employee shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his/her identity in writing.

Can an employee be prohibited from filing a report of improper governmental action with another governmental agency?

No. Direct or indirect interference or attempts to interfere with filing a report is prohibited.

What actions will the City take if an employee reports improper governmental action?

The City will conduct an investigation of the alleged suspicious, unethical or illegal conduct or other improper governmental action. If it is determined that improper governmental action did occur, the City will take appropriate action and immediately report known or suspected loss of public funds or assets, or other illegal activity to the State Auditor's Office.

What is "intimidation"?

Intimidation occurs when a City employee, Department Director, Supervisor or Officer uses his or her official authority or influence to threaten or coerce an employee for the purpose of interfering with that employee's right to report improper governmental action.

What is "retaliation"?

Retaliation is inflicting injury on an employee by making adverse changes to employment status or to the terms and conditions of employment because the employee made a report of improper governmental action or was believed to have made a report of improper governmental action. Under this definition, retaliation can take many forms. Examples of retaliatory action include, but are not limited to, unwarranted disciplinary action, unsubstantiated poor performance evaluations, reduction in pay, denial of a promotion, unwarranted termination of employment, or harassment.

What should an employee do if he or she is subjected to intimidation or retaliation?

Employees should provide a written report of any suspected intimidation or retaliation along with the relief requested to a Supervisor, Department Director or Human Resources.

If an employee complains about retaliation but is not satisfied with the City's response, is there an appeal process?

Yes. An employee is eligible to use the appeal process if the following conditions are met:

The complaint of retaliation was made within 30 days of the alleged retaliatory action;

The City did not respond within 30 days of the complaint or the employee received a response within 30 days but was not satisfied with the response.

What is the appeal process?

If the conditions outlined in this policy are met, the employee may request a hearing before a state administrative law judge. The request for hearing must be delivered to Human Resources or the Mayor's office within 15 days of receiving the response from the City or within 15 days of the last day on which the City could respond to the complaint of retaliation.

Do Supervisors and Department Directors have any additional responsibilities under this policy?

Yes. As with any policy, Supervisors and Department Directors are responsible for enforcement. Under this particular policy, Supervisors and Department Directors are required to report any knowledge of improper governmental action to Human Resources including, but not limited to, a complaint received from an employee.

PENALTIES

Any employee who violates or fails to comply with this Ethics Code shall be subject to the following penalties:

Disciplinary action

Any employee whose conduct, after an opportunity to be heard, is determined by the Mayor or designee to be in violation of the Ethics Code may be subject to disciplinary action, including termination.

Discharge

Any appointed official who violates or fails to comply with any provision of the Ethics Code may be discharged by appointing authority.

Voiding of contract or transaction

Any contract or transaction which is the subject of an official act or action of the City in which there is a prohibited interest by the Ethics Code, or which involves a violation of the Ethics Code shall be voidable at the option of the City Council.

Post Accident/Incident Drug & Alcohol Testing Decision Making Form

The form is to be completed by the supervisor who responds to the accident/incident.

Employee Name	Employee Department
Name of Investigating Supervisor	Date of Accident/Incident
Investigating Supervisor Signature	Time of Accident/Incident

Treat All Injuries First

1. Is there a fatality? Check appropriate box below.

YES NO

Test. Instructions on next page

2. Did any vehicle (bus or other) incur **disabling damage**? Check appropriate box below.

Disabling damage means: damage that precludes departure of any vehicle from the scene of the event in its usual manner in daylight after simple repairs.

YES NO

3. Did anyone suffer bodily injury and **immediately** receive medical treatment away from the scene of the accident or incident? Check appropriate box below.

Immediately means: Treatment required within the leg of the trip in which the accident or incident occurred. Transportation to medical facility can be by any means.

YES NO

4. Can the employee's performance be **completely discounted** as a contributing factor to the accident/incident?

Decision must be made using the best information available at the time of the decision. Check appropriate box below.

Completely discounted means: a determination that an employee's actions or inactions in no way contributed to the accident/incident. (Chargeability, liability or fault, the employee's state of mind, or potential motives should not be considered when making a determination).

YES NO

Test. Instructions on next page

Employee can be completely discounted. **Supervisor must document in detail the reason for the decision not to test.**

5. Are there specific contemporaneous indicators characteristic of drug and/or alcohol use in the employee's appearance, behavior, speech, or body odor? Check appropriate box below.

YES NO

Complete Reasonable Suspicion Checklist on following page

6. Could the performance of another safety-sensitive employee have contributed to the accident/incident?

Check appropriate box below.

YES NO

Contact Patrick Mendiola

Process Complete

Testing is required

If the employee is injured and has been taken for medical treatment, contact Patrick Mendiola

Business Hours	After Hours
Monday – Friday 8:00 a.m. – 4:30 p.m.	
Supervisor transports employee to Multicare Fife. Both Alcohol and Drug testing completed at this location.	Call 888-280-5513 Wait for tone, leave name and call back number.
Complete notice of testing form	Complete notice of testing form
No appointment or advance notification is necessary	

Date and Time Employee and Supervisor arrive at Multicare.-Fife.

If applicable, document in detail the reason the alcohol test was not completed within 2 hours.
If applicable, document in detail the reason the alcohol test was not completed within 8 hours.
If applicable, document in detail the reason the drug test was not completed within 8 hours.
If applicable, document in detail the reason the drug test was not completed within 32 hours.

After testing is complete:

- If appropriate, transport employee back to the City of Milton to complete post-accident related paperwork.
- If supervisor and/or employee determine that the employee is not able to safely drive home, arrange for transport.
- Employee will remain off work until HR clears them to return to work.
- Schedule an accident debrief with the Superintendent at the earliest convenient time.

**CITY OF MILTON
RESOLUTION 20-1938**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON,
WASHINGTON, ADOPTING THE UPDATED EMPLOYEE HANDBOOK.**

WHEREAS, the City of Milton has an Employee Handbook for City of Milton Employees, which was last updated and adopted on August 2016, and

WHEREAS, the Employee Handbook is not intended to be a contract, expressed or implied, or any type of promise or guarantee of specific treatment upon which employees may rely, nor a guarantee of employment of any specific duration. Due to the City's small size, some exceptions to the Employee Handbook may need to be made on a case-by-case basis as the Mayor deems appropriate; and

WHEREAS, the Employee Handbook has been recently updated to reflect changes in benefits, applicable laws and regulations, and current policies and practices;

NOW, THEREFORE, the City Council of the City of Milton, Washington, does hereby resolve as follows:

Section 1. That the updated Employee Handbook, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted as the City's personnel policies and shall be applicable to all employees, appointed and elected city officials unless preempted by state or federal law or in conflict with an existing employment contract or collective bargaining agreement.

Section 2. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Milton, Washington, at a regularly scheduled meeting thereof this 19th day of October 2020.

Shanna Styron Sherrell, Mayor

Attest/Authenticated:

Trisha Summers, City Clerk