

RESOLUTION 2022-C

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT
WITH SETH BOETTCHER AS PUBLIC WORKS DIRECTOR**

WHEREAS, the Town has the need for a Public Works Director; and

WHEREAS, the Town believes that Seth Boettcher has the required skills and experience to serve the Town as the Public Works Director; and

WHEREAS, the employment agreement, attached hereto as Exhibit A, outlines the terms and conditions of Mr. Boettcher's employment with the Town; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute, the attached employment agreement with Seth Boettcher.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 7th day of February 2022.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

**EMPLOYMENT AGREEMENT
BETWEEN TOWN OF EATONVILLE AND SETH BOETTCHER
REGARDING PUBLIC WORKS DIRECTOR POSITION**

1. Date and Parties. This Employment Agreement (“Agreement”), for reference purposes only, is dated this ____ day of February 2022, by and between the Town of Eatonville, a Washington municipal corporation (“the Town”), and Seth Boettcher (“Mr. Boettcher”).

2. Recitals.

a. The Town believes that it is in its best interests to offer Mr. Boettcher employment as its Public Works Director pursuant to the terms of this Agreement.

b. Mr. Boettcher accepts the Town’s offer of employment pursuant to the terms of this Agreement.

c. The purpose of this Agreement is to define the terms and conditions of Mr. Boettcher’s employment with the Town.

d. In consideration of the foregoing and the mutual covenants hereinafter exchanged, the parties agree to the terms and conditions set forth in this Agreement.

3. Appointment to the Public Works Director Position. The Town hereby appoints Mr. Boettcher, effective January 24, 2022, to the position of Public Works Director. Mr. Boettcher’s employment with the Town shall be “at-will”, meaning that the Town or Mr. Boettcher can terminate their employment relationship at any time, with or without cause, for any reason or for no reason at all. Mr. Boettcher hereby accepts this appointment and the terms and conditions of this Agreement.

4. Term. As stated in Section 3 of this Agreement, Mr. Boettcher shall be an at-will employee and either party may terminate this Agreement at any time, without or without cause, for any reason or for no reason at all.

5. Duties. Mr. Boettcher shall perform all duties and obligations of the Public Works Director as required by law, and such other duties as are assigned to him by the Mayor (or his designee) as determined appropriate in the Mayor’s sole discretion. The job duties of the Public Works Director position shall include, but are not limited to, those set forth in the Job Description attached hereto, and incorporated herein by this reference, as Exhibit 1 and as said Job Description may be amended in the future in the Town’s sole discretion. In addition, Mr. Boettcher shall attend all special and regular meetings of the Town Council, unless excused, and such other meetings as required by Mayor. Mr. Boettcher shall report to the Mayor (or his designee), who shall be his supervisor. Mr. Boettcher further agrees to read, consult and follow all Town policies, procedures, ordinances, resolutions, regulations, rules, and the like. Mr. Boettcher also agrees to comply with all applicable law and authority.

6. Salary. Mr. Boettcher shall receive a salary of \$120,000.00 per year, which shall be paid in accordance with the procedures for other employees of the Town. His annual salary shall be prorated for the calendar year 2022 based upon his start date of January 24, 2022. Mr. Boettcher's performance as the Public Works Director may be reviewed annually, or at such other times as determined appropriate by the Mayor in his sole discretion. The Mayor may, in his sole discretion, grant Mr. Boettcher a performance-based increase in his base salary, based upon his performance, market conditions, and such other factors as the Mayor deems appropriate. Mr. Boettcher, however, recognizes and agrees that he is not entitled to receive any performance-based increase. Mr. Boettcher shall receive a Cost of Living Adjustment ("COLA") as otherwise provided to Town employees. Mr. Boettcher shall be an "exempt employee" and not entitled to overtime compensation.

7. Work Schedule. Mr. Boettcher's work schedule and expected working hours shall be determined by the Mayor as he deems appropriate in his sole discretion. As an "exempt employee", Mr. Boettcher shall be required to work the necessary hours to satisfactorily perform the duties of his position. It is expected Mr. Boettcher shall be generally present and available during the Town's normal business hours and that the duties of his position will require him to work at least 40 hours or more per workweek.

8. Benefits. Mr. Boettcher will receive the benefits set forth in this Section beginning on the effective start date of his employment.

a. Sick Leave. Mr. Boettcher shall be entitled to accrue sick leave at the rate of eight (8) hours of sick leave per month. Sick leave shall be available for Mr. Boettcher's use immediately upon accrual. Mr. Boettcher's use of sick leave shall be in accordance with the Town's policies as said policies currently exist and as they may be modified in the future in the Town's sole discretion. The current Town policy in this regard is attached hereto as Exhibit 2 and incorporated by this reference.

b. Compensatory Time. Mr. Boettcher shall start his employment with 120 hours of compensatory time, which will have no cash value in the event the hours have not been used in full at the time Mr. Boettcher ceases to be employed by the Town.

c. Vacation Leave. Mr. Boettcher shall accrue vacation leave at 5.67 hours per pay period which equates to seventeen (17) days per year. Vacation leave shall be available for Mr. Boettcher's use immediately upon accrual. Mr. Boettcher's use of vacation leave shall be in accordance with the Town's policies as said policies currently exist and as they may be modified in the future in the Town's sole discretion. The current Town policy regarding vacation leave is attached hereto, and incorporated herein by this reference, as Exhibit 2.

d. Holidays. Mr. Boettcher shall be paid for observed Town holidays pursuant to the Town's holiday schedule in its current form and as it may be modified in the future in the Town's sole discretion. The Town's current holiday schedule is attached hereto as Exhibit 2 and incorporated herein by this reference.

e. Retirement Benefits. Mr. Boettcher shall receive such retirement benefits as are mandated by state law or any other applicable authority for his position with the Town and consistent with the Town's retirement benefits policies as said policies currently exist and as they may be modified in the future in the Town's sole discretion. The current Town policy regarding retirement benefits is attached hereto as Exhibit 2 and incorporated herein by this reference.

9. Termination of Employment.

a. By the Town. As set forth in Sections 3 and 4 above, the parties recognize and acknowledge that Mr. Boettcher is an at-will employee and agree that the Mayor may terminate Mr. Boettcher and this Agreement at any time, without or without cause, for any reason or for no reason at all, with or without prior notice.

b. Resignation by Mr. Boettcher. In the event Mr. Boettcher elects to terminate employment with the Town for any reason, Mr. Boettcher agrees to provide the Town with not less than fourteen (14) days' notice prior to the effective date of said termination of employment. Notwithstanding the foregoing notice requirement, and recognizing Mr. Boettcher's at-will employment status, nothing shall prevent Mayor upon receiving Mr. Boettcher's notice of intent to terminate his employment from releasing Mr. Boettcher prior to the expiration of said notice. Nothing in this Section shall be construed as altering the at-will nature of Mr. Boettcher's employment with the Town.

10. Best Efforts. During the term of this Agreement, Mr. Boettcher agrees and covenants to devote his best efforts to his employment with the Town under the terms of this Agreement. Mr. Boettcher further agrees to conduct himself in a lawful, professional, ethical, and appropriate manner that reflects well upon himself and the Town at all times.

11. Notices. All notices and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given at the time the same is delivered in person or mailed by certified mail addressed as follows:

To the Town: Mayor
Town of Eatonville
P.O. Box 309
201 Center Street W
Eatonville, WA 98328

To Mr. Boettcher: Seth Boettcher
13320 Alder Mashell Road E
Eatonville, WA 98328

Either party wishing to change the address to which notices and other communications under this Agreement shall be sent shall give written notice of such change to the other party.

12. Personnel Policies. Mr. Boettcher shall abide by and his employment with the Town shall be subject to the Town of Eatonville's Personnel Policies, a copy of which is attached hereto as Exhibit 2 and incorporated by this reference.

13. Bonding. The Town shall bear the full costs of any fidelity or other bonds required of Mr. Boettcher under any law or ordinance associated with performing his duties as the Public Works Director.

14. Waiver of Breach. The waiver or failure of either party to insist in any one or more instances upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligations of either party with respect to such term, covenant or condition shall continue in full force and effect. No course of dealing shall be implied or arise from any waiver or series of waivers of any right or remedy hereunder.

15. Severability. Each provision of this Agreement shall be interpreted where possible in a manner necessary to sustain its legality and enforceability. If any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be limited to the minimum extent necessary to render the same enforceable or valid. The unenforceability of any provision of this Agreement in a specific situation, or the unenforceability of any portion of any provision of this Agreement in a specific situation, shall not affect the enforceability of (i) that provision or portion of provision in another situation or (ii) the other provisions or portions of provisions of this Agreement if such other provisions or the remaining portions could then continue to conform with the purposes of this Agreement and the terms and requirements of applicable law.

16. Assignment. Mr. Boettcher may not assign any of his rights or obligations under this Agreement without the Town's prior written consent, which the Town may withhold in its sole discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington without regard to conflict of laws principles. The venue of any controversy or claim arising out of, or relating to, this Agreement or the breach thereof shall be Pierce County, Washington.

18. Opportunity for Independent Review by an Attorney. Mr. Boettcher represents that: (a) he has had a reasonable time to consider this Agreement, (b) he has had the opportunity to have this Agreement reviewed by his attorney if he so desired, (c) he fully understands the significance and consequences of this Agreement, and (d) he has voluntarily signed this Agreement after full reflection and analysis.

19. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements and understandings between the Town and Mr. Boettcher.

20. Representations. Mr. Boettcher represents and warrants that he is eligible to work for the Town and that he is under no contractual obligation which would prevent him from accepting employment with the Town and/or executing this Agreement.

21. Amendments. This Agreement shall not be amended or modified orally, but only by a written instrument executed by each party to this Agreement.

IN WITNESS WHEREOF, the parties hereto shall be deemed to have executed this Agreement on the date written in above.

Town of Eatonville:

By: _____
David Baublits, Mayor Date

Attest:

By: _____
Miranda Doll, Town Clerk Date

Employee:

Seth Boettcher represents and acknowledges that he has read this Agreement in its entirety and has had an opportunity to fully review the Agreement. He further represents and acknowledges that it is his understanding that this Agreement has been reviewed and approved by the Town of Eatonville Attorney on behalf of the Town only, and not on behalf of Mr. Boettcher. Mr. Boettcher further acknowledges that he has been advised that he has the right to consult independent legal counsel concerning this Agreement, and that by signing this Agreement he acknowledges that he has afforded himself the opportunity to do so, or hereby expressly waives his right to have the Agreement reviewed by independent legal counsel, and agrees to the terms hereof by signing the same. This Agreement may result in relinquishing significant and substantial rights in the case of termination of employment or otherwise and thus should be read carefully. By signing this Agreement, Mr. Boettcher acknowledges that he has made an intentional and knowing waiver of those rights.

By: _____
Steven Boettcher Date

TOWN OF EATONVILLE
Position Description

Job Title: Public Works Director Department: Public Works
Reports to: Mayor FLSA: Exempt
Compensation: See current employment contract Date: February 2022

SUMMARY:

The Public Works Director administers public works functions for the Town of Eatonville, which includes oversight, directing and providing the administration of parks, cemetery, Town property and buildings, engineering and development review, public water system, public sewer system, stormwater system, solid wastes and streets / public right of way.

SCOPE:

The Public Works Director will direct and manage the operations of the Public Works Department. The Director shall supervise the public works lead positions in the operation and maintenance of the water, wastewater, stormwater, power, streetlights and solid waste utilities. Additionally, the Director shall oversee and provide for the administration of the buildings and grounds, parks, public works equipment maintenance, public streets and right of way. The Director shall oversee and review all development permits with respect to infrastructure issues and stormwater compliance, licenses for drainage, paving, site improvements, wastewater and water service and public improvements for land subdivisions in cooperation with the Planning Department and Public Works Operations & Maintenance. Additional duties may be assigned by the Mayor such as emergency management issues, policy drafting or review, grant applications, Town planning documents or projects, representing the Town in projects or issues that affect the Town, council retreats and other duties as assigned.

WORK ENVIRONMENT:

Work is primarily performed in an indoor office setting with extended periods at the computer, sitting or standing. Includes some outdoor visits to project sites and exploring more remote areas of the Town. Physical effort is needed to move, lift and carry equipment, supplies and materials. Basic communication skills such as talking, seeing and hearing are needed for frequent person-to-person contact and telephone usage. The nature of the work has frequent interruptions and contact with the public and staff and requires strong communications skills.

ESSENTIAL FUNCTIONS:

- Manage and direct Public Works personnel, consultants, programs, and budgeted resources to achieve established goals.
- Provide Town Engineer and engineering functions.
- Provide for the review of and updates to the wastewater, water, storm drainage and street system maps, public works standards, comprehensive plans, Town ordinances and other data.
- Assist in ensuring utilities are operated in conformance with all applicable rules and regulations at the federal, state and local level.
- Oversee, direct and supervise Public Works Superintendents and crew to (below list is not all inclusive):

- Operate, manage, improve, maintain, repair and plan for the public water system, public sewer system, streetlights, power distribution system, stormwater system, the streets / public right of way
 - Maintenance and operation of Town parks, Town buildings, solid waste.
- Manage the Town's capital projects to (below list is not all inclusive):
 - Coordinate with Town staff and consultants in the development and implementation of the Town's Capital Improvement Program and six-year transportation program.
 - Seek funding for Town projects
 - Manage consultants in the design and permitting of Town projects
 - Coordinate with inspector to ensure high quality public infrastructure construction
 - Ensure thorough and timely review of private development permit applications
 - Design and engineering standards are kept current
 - Coordinate public works activities with development projects, maintenance activities, and franchise utilities work.
 - Manage right-of-way permits and other related permitting functions.
 - Compile information for grant applications, prepare the grant application, submit the application, and represent the application for the Town.
 - Oversee the negotiation, drafting and administration of public works bid proposals and contractual agreements.
- Develop recommendations regarding rates and fees for Town services provided by the department.
- Direct the management of the maintenance of office records, maps, development and construction project documents, plat files, as-built records, right-of-way documents and related records.
- Manage the preparation of the department's annual budget and justify budget requests and amendments.
- Represent the department and provide staff assistance to other Town departments as directed.
- Serve as staff liaison to elected officials, commissions, boards, other government jurisdictions, and the public.
- Interface with local Public Works Directors, attend relevant County committees, Town service providers and applicable public agencies.
- Other duties as assigned

QUALIFICATIONS:

Education and Training:

Bachelor's degree with major course work in public administration, engineering, or construction management or a related field; and a minimum of three (3) years of increasingly responsible experience in public works engineering and/or operations and maintenance programs, including related supervisory or managerial experience; or an equivalent combination of education, training and experience.

Licensing and Certification:

Valid Washington State Driver's license free of serious or frequent violations required.

Professional Civil Engineer License in the State of Washington.

Knowledge, Skills, and Abilities:

Considerable knowledge of:

- Operations, services, and activities of a comprehensive municipal public works program.
- Principles and practices of civil engineering as applied to municipal infrastructure.
- Current construction practices and techniques.
- Related federal, state and local law, codes and regulations including land use and traffic/transportation regulations
- Program development and administration.
- Contract administration and negotiation.
- Municipal budget preparation and administration.
- Capital improvement program management, including transportation planning and park planning and management.
- Intergovernmental relations.
- Effective safety precautions and safety standards related to departmental activities.
- Effective principles and practices of management, work organization and coordination.

Ability to:

- Select, supervise, train and retain a highly qualified work force.
- Plan, organize, coordinate, direct and evaluate the work of staff and consultants.
- Effectively develop, implement and administer departmental goals, objectives and procedures.
- Make analytical and reasoned judgments on issues of public sensitivity.
- Analyze problems, identify alternative solutions, set forth possible consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply civil engineering standards, requirements, and specifications.
- Research, analyze, evaluate, and recommend new service delivery methods and techniques.
- Prepare and analyze comprehensive reports.
- Apply, interpret and explain, both orally and in writing, complex legal and administrative information to employees, officials and citizens lacking technical knowledge.
- Read, interpret and apply federal, state, and local policies, laws, and regulations.
- Establish and maintain cooperative and effective business relationships with Town officials, employees, contractors, developers, vendors, representatives of other agencies and the general public.
- Use a variety of computer software, including word processing and spreadsheet software.

The statements contained herein reflect general details as necessary to describe the principle functions of this classification, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements.

TOWN OF EATONVILLE PERSONNEL POLICIES

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CHAPTER 1 PURPOSE AND SCOPE

1. PURPOSE

IMPORTANT: PLEASE READ

These personnel policies serve as policy and procedure for the Town of Eatonville known hereafter as “Town,” current employment practices and procedures. As a result, these policies are not promises of specific treatment in specific situations. These personnel policies are not intended to be nor should they be construed as a contract, express or implied, or as a guarantee of employment for any specific duration. No supervisor, department head or representative of the Town, has the authority to enter into any agreement with an individual employee for employment for any specified period or to make any written or verbal commitments contrary to the foregoing, unless such agreement is in a written employment contract signed by the Mayor, with appropriate authorization of the Council.

1.2 SCOPE OF POLICIES

These personnel policies apply to all Town employees. However, with regard to employees covered by a collective bargaining agreement, the provisions of such an agreement will apply where they are in conflict with provisions of these policies.

1.3 CHANGING THE POLICIES

The Town Council reserves the right to revise, supplement, clarify or rescind any policy or provision of this manual, as the Town deems necessary and appropriate, without advance notice. This does not apply to provisions concerning hours, wages and working conditions covered by a collective bargaining agreement.

CHAPTER 2. GENERAL POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Town is an equal employment opportunity employer. The Town employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, military status, disability or sexual orientation.

2.2 DISABILITY DISCRIMINATION PROHIBITED

The Town will not discriminate against qualified applicants or employees with a sensory, physical or mental disability. The Town will take reasonable steps to accommodate qualified individuals with disabilities, including providing accommodations, if appropriate, during any application and testing process. If the disability cannot be reasonably accommodated and prevents proper performance of an essential requirement of the job, the Town is not required by law to retain that employee, create a new position, or transfer an employee to a position he or she does not qualify for. In addition, employees needing accommodation are asked to seek the assistance of the Town to allow for an open discussion of the employee's and Town's needs.

2.3 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 or their co-workers. The Town will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow employees or the customers or associates of the Town exists and cannot be remedied short of the action taken.

2.4 ANTI-DISCRIMINATION POLICY

It is the policy of the Town that all employees are responsible for assuring that the workplace is free from discrimination. Employees are expected to show respect for each other and toward those with whom the Town does business at all times, despite individual differences.

- (A) It is the Town's intent to provide a work environment free from discrimination prohibited by law.
- (B) Discrimination prohibited by law generally includes offensive comments or actions which are based on an individual's race, ethnic background, sex, religion, age, military status, disability or sexual preference.
- (C) The Town prohibits all forms of such discrimination, whether on the basis of sex, race, religion, disability, age, military status, sexual preference or any other lawfully protected status.

See Discrimination Complaint Procedure, Section 2.6, for guidance on what to do if you experience harassment.

2.5 SEXUAL OR UNLAWFUL HARASSMENT

Unlawful harassment is a form of discrimination based on the protected categories listed in 2.4(C), and if the conduct is based on an individual's membership in a protected class, or their participation in a protected activity (such as filing of a safety complaint) such conduct is prohibited in the workplace and is illegal. In some cases, conduct which constitutes unlawful harassment may lead to personal claims or liability against the harasser.

Sexual harassment, or any form of harassment directed at someone's protected status, or protected activity, will not be tolerated by the Town. Intentional conduct of an employee engaging in prohibited harassment may result in employment termination, and is considered gross misconduct.

Sexual harassment is conduct which is sexual in nature and be known to be offensive and unwelcome to the recipient. Examples of sexual harassment can include: verbal conduct such as sexual comments or suggestions, offensive sexual jokes, or pressure for sexual favors; and physical behavior such as unwanted kisses, hugs, or sexual touching. Other conduct also may constitute sexual harassment depending upon given facts and circumstances.

Unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct may constitute sexual harassment when:

- The conduct creates an intimidating, hostile, or offensive work environment; or
- Submission to or rejection of such conduct is used as a basis for making employment decisions affecting the recipient; or
- The conduct interferes with the recipient's work performance.

2.6 HARASSMENT/DISCRIMINATION COMPLAINT PROCEDURE

The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job.

If at any time you believe you are being subject to discrimination or unlawful harassment, you are encouraged to identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective or difficult, you should discuss your concerns immediately with your immediate supervisor, Department Head, the Town Clerk, Town Administrator, or Mayor.

Employees are strongly urged to report all instances of perceived harassment or discrimination as soon as possible to one of the individuals listed above. It is the Town's goal to provide its employees with a professional and productive working environment. However, the Town cannot address employees' concerns if they are not brought forward.

No employee will suffer retaliation for reporting such a concern or participating in the investigation of a complaint made under this policy. Any employee concerned about potential retaliation should report those concerns to one of the individuals listed above so that corrective action can be taken.

To the extent possible, all employee complaints will be handled confidentially, however, employees and witnesses may be called on to testify in any claim, appeal, arbitration or action initiated by the disciplined employee.

If an investigation shows the accused employee(s) did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. The complaining party may not always know of the specific action taken, since employee discipline is to be kept confidential. Disciplinary actions may include warnings, verbal and/or written reprimands, a permanent letter to the employee's file, or an employee transfer, demotion, suspension or termination.

2.7 EMPLOYEE PERSONNEL RECORDS

The Town maintains a personnel file for each employee. 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 or wages, changes in employment status, any training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.

Employees have the right to review their file. An employee wishing to review their personnel file should contact the Town to schedule a time to do so. An employee may request that their Department Head or the Mayor remove irrelevant or erroneous information in his/her personnel file. If the employee's request to remove the information is denied, the employee may file a written rebuttal statement to be placed in their file.

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

2.8 EMPLOYMENT REFERENCES

Only the Mayor and his designated managers may provide employment references on current or former employees. Employees who receive a request for a reference from or pertaining to a former employee should refer the request to the Town Clerk. Without a signed release from the employee, the information released will be limited to job title, verification of dates of employment and salary and eligibility for re-employment. Release forms are available from the Town Clerk.

CHAPTER 3. RECRUITING AND HIRING

3.1 TEMPORARY EMPLOYEES

The Town may use temporary employees to meet peak work load needs, provide summer help or to temporarily replace regular employees who are on vacation or other leave, or to temporarily fill a vacancy until a regular employee is hired.

Compensation/Benefits: Temporary employees are eligible for overtime pay as required by law. Temporary employees do not receive retirement, vacation, sick leave, health insurance, holidays or any other benefits during their employment. If applicable, also consult the Collective Bargaining Agreement (CBA.)

3.2 PROBATIONARY PERIOD

Upon hire, all employees enter a probationary period. The probationary period is designed to give the employee time to learn the job and to give the Town time to evaluate whether the match between the employee and the job is appropriate. If an employee is reclassified the probation period will be instituted.

The normal probationary period is six (6) months from the employee's date of hire or rehire. At the discretion of the Town Mayor or his or her designee, this probationary period may be extended for an additional three (3) months.

Once the probationary period is successfully completed, the employee will be eligible to use paid vacation and may be eligible to receive a pay increase. Sick leave may be taken after six months. Satisfactory completion of the probationary period does not create an employment contract or guarantee employment with the Town for any specified duration, nor does completion of the probationary period render the employee a "permanent" employee. If applicable, also consult the CBA.

3.3 EMPLOYMENT OF FAMILY MEMBERS

Individuals who are immediate family, or reside in the same household as current Town employees are eligible for employment at the Town, provided no direct reporting or supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, discipline, benefits or other terms and conditions of employment could be influenced by the other relative.

- Related employees shall have no influence over the wages, hours, benefits, career progress, performance evaluations and other terms and conditions of employment affecting the other related employee.
- Related employees shall have no audit functions over one another's work product.

Change in Circumstances: If two employees marry, become related or begin sharing living quarters with one another and, in the Town's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the Town, unless reasonable accommodations, as determined by the Town, can be made to eliminate the potential problem. If no accommodation can be made, the decision as to which employee will remain with the Town must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the Town reserves the right to terminate either employee.

For purposes of this policy, "immediate family" is defined as a parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, first cousin and corresponding "in-law" and "step" relations or any member of the employee's household. The Town will use sound judgment in the placement of related employees in accordance with the guidelines outlined above.

CHAPTER 4. HOURS AND ATTENDANCE

4.1 WORKING HOURS

Normal working hours for most Town employees are 8 a.m. to 5 p.m., Monday through Friday, with a one hour break for lunch and one fifteen minute break every four hours.

A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules may be established by the Town to meet job assignments and to accomplish the necessary business of the Town. Each employee's supervisor will advise the employee of his or her specific working hours. If applicable, also consult the CBA.

4.2 ATTENDANCE

Punctual and consistent attendance is a condition of employment. Each employee is

responsible for maintaining an accurate record of his/her attendance.

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 thirty (30) minutes of the employee's usual starting time. If the supervisor is unavailable, the employee may leave a message with the Town Clerk, stating the reason for being late or unable to report for work. An employee should not ask other employees to handle this responsibility for them. If an absence continues beyond one day, the employee is responsible for reporting in each day, unless other arrangements are approved by the employee's immediate supervisor. A doctor's statement will be required for any illness lasting 3 consecutive days or more.

An employee who is absent without authorization or notification for 3 consecutive days is considered to have abandoned their job and their employment will be terminated.

4.3 REPORTING WORK HOURS

Employees are responsible for recording their work hours. This includes recording the time taken off and each request that time off be charged to the employee's leave bank that is vacation, sick leave, comp time or leave without pay. Any leave without pay must be approved by the Mayor or his designee.

An employee's signature on his/her time sheet will be his/her verification that the time reported as worked or paid leave taken away from work was in accordance with the policies of the Town and all time has been recorded accurately. Employees are required to report all of their time worked. Employees must obtain prior approval from their immediate supervisor for all overtime hours worked. Failure to obtain approval of overtime hours may result in employee discipline.

4.4 UNUSUAL WEATHER CONDITIONS

The Town will normally continue to operate even during times of inclement weather or natural disaster, unless the Town notifies employees otherwise. An hourly employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to: vacation, compensatory time, or leave without pay. As in any other case of late arrival or absence, the employee shall advise the supervisor and may be required to fill out a report.

4.5 BREAKS AND MEAL PERIODS

Employees may take one (1) fifteen-minute break for every four hours worked. All breaks shall be arranged to minimize disruption to Town business.

Employees may take a meal period for every five hours worked. Employees who work more than three hours longer than their normal work day may take an additional meal period before or during their overtime period. Meal periods will usually be scheduled by the

employee's supervisor. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid, unless you are required by your supervisor to remain on the job site during that time. Meal breaks are usually one hour in length. If applicable, also consult the CBA.

4.6 PAYROLL RECORDS

The official payroll records are kept by the Town Clerk. Each employee shall turn in to their supervisor on a bi-weekly basis a signed work record noting hours worked, leave taken and overtime worked. All employee time records must be reviewed and approved by the Department head or his or her designee. Requests for use of overtime must be approved by immediate supervisor prior to their submission to payroll. All hours worked by the employee, whether authorized or not, must be recorded and submitted.

4.7 WORKING REMOTELY

Upon approval of the Mayor or Administrator, employees may be allowed to work at remote locations.

CHAPTER 5. COMPENSATION

5.1 EMPLOYEE PAY RATES

Employee compensation is based on a variety of factors including, but not limited to, job performance, experience, training or proven capability, initiative, and Town profitability. Pay increases are at the discretion of the Mayor. If applicable, also consult the CBA.

5.2 PAYDAYS

Employees are paid bi-weekly every other Friday. The checks cover the previous two weeks. If a regularly scheduled payday falls on a holiday, paychecks will be distributed on the last regularly scheduled working day prior to the holiday.

5.3 DESIGNATED WORK WEEK

For hourly employees covered by federal and state overtime laws, unless otherwise set, the designated work week for all non-emergency personnel begins Saturday at midnight and ends the following Saturday at 11:59 PM.

5.4 DEDUCTIONS

Some regular deductions from the employee's earnings are required by law; other

deductions are specifically authorized by the employee. The Town will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee. Town employees who incur personal expenses that can be billed to the Town, such as through municipal/governmental employee cell phone programs, are required to sign a written agreement authorizing deductions from employee pay, for any amounts the employee fails to pay on a timely basis, including any payments due prior to or coming due after issuance of the employee's final paycheck.

5.5 OVERTIME

For all hourly employees, in accordance with state and federal laws, the Town will pay one and one-half times the employee's rate of pay for hours worked over forty (40) hours per week. Employees may accrue comp time at 1 ½ the rate of pay for hours worked over 40. The employee may choose overtime or compensatory time. Certain employees, however, are exempt from the overtime requirements under both State and Federal law. All exempt employees will be notified of their status at the time of hire, or at the time their status changes.

Exempt Employees:

An exempt employee is one whose duties are primarily executive or professional, or one who is an administrative employee in a supervisory position. Salaried employees are expected to work during regular business hours, but also participate in after-hour meetings or programs or put in extra hours as needed to complete work assignments. As a result, such positions cannot be restricted to a specific number of hours in a workday or workweek. Exempt employees are 'paid to do the job.' They are paid a salary and do not receive overtime pay for hours worked in excess of (40) hours per week. In addition, exempt employees will not be subject to pay deductions for partial day absences, (e.g. personal time off for errands or appointments), but will be required to deduct for any full day absences from sick leave, vacation or appropriate leave banks. While this classification allows flexible work hours, exempt positions typically require more than forty (40) hours per week and may require exempt employees to work on evenings and weekends. It is the responsibility of exempt staff to notify the Mayor of all absences, other than their hour lunch break, in advance. Also, exempt employees must maintain good work habits, be accountable and available to their staff and supervisor, and show demonstrated accomplishments, as well as make themselves regularly available during working hours to allow Town business to be accomplished. If applicable, also consult the CBA.

5.6 COMPENSATORY TIME

Public employers are not required to, but may allow compensatory time off in lieu of overtime pay for hourly employees. Nonexempt employees may request compensatory time off in lieu of overtime payment. Compensatory time off must be requested by the employee and authorized by the appropriate supervisor. Compensatory time will be given at the rate of one and one half the employee's hours worked in excess of 40 hours in a work week. Employees may accrue up to 40 hours of compensatory time. If not taken in that time frame, compensatory time will be converted back to hourly pay at a ratio of 1 hour of compensation time (since already increased to 1.5 hours when granted) to 1 hour of compensation. Exempt or salaried employees are allowed to carry compensatory time paid out or taken at straight time.

5.7 EXPENSE REIMBURSEMENT

Employees will be reimbursed for reasonable and customary expenses actually incurred in connection with conducting Town business. This includes meals, reasonable tips, lodging and transportation for business related travel but excludes expenses for alcoholic beverages. If private automobiles are used, employees will be reimbursed at the mileage reimbursement rate prescribed by the Internal Revenue Service. Requests for reimbursement, including receipts, shall be submitted on an expense report form signed by the employee and approved by the employee's supervisor.

5.8 COMPENSATION UPON TERMINATION

When an employee's status as an employee with the Town is terminated, the employee will receive the following compensation on the next regularly scheduled payday:

- a) Regular wages for all hours worked up to the time of termination which have not already been paid,
- b) Any overtime or holiday pay due,
- c) Any accrued but unused compensatory time,
- d) Any accrued but unused vacation time,
- e) 20% of any accrued but unused sick leave,
- f) Unused floating holiday,
- g) Minus any deductions for unpaid personal expenses or expenses due to the failure to return Town property as required prior to the date of termination.

CHAPTER 6. PERFORMANCE EVALUATIONS AND TRAINING

6.1 PERFORMANCE EVALUATIONS

To achieve the Town's goal to train, promote and retain the best qualified employees for every job, the Town conducts periodic performance evaluations, at least annually, for all positions. Employees are evaluated by their supervisor prior to completion of their probationary period.

Performance evaluations are part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, or whether the employee receives a wage increase, is to be promoted, transferred, demoted, laid off, or terminated.

Performance evaluations are designed to provide a tool for regular communication between the employee and his or her supervisor. All performance evaluations will be prepared then discussed with the employee by an appropriate supervisory employee. In the event an employee is not performing up to the Town's and the supervisor's standards, the supervisory employee will generally establish a time frame for improvement, along with identifying the tools needed for improvement. If the employee fails to improve in the time frame specified, the employee may be subject to demotion, or termination.

6.2 TRAINING POLICY

The Town seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly relating to the employee's job description, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations. Employees are encouraged to work with their supervisor to identify appropriate or needed training programs to assist employees in improving job performance or expanding on their job duties.

For many departments, employees shall be cross trained to perform a variety of tasks, to allow the Town to provide uninterrupted services in the event of an employee's absence, whether such absence is long or short term. Cross training helps all employees to assist each other in times of high work load as well. Each Department head is responsible for identifying needed cross training functions, and demonstrating their department is capable of functioning, even while they are away from work.

CHAPTER 7. BENEFITS

7.1 RETIREMENT BENEFITS

The Town makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

All regular full-time and part-time employees may also be eligible for coverage under PERS and LEOFF. For coverage information relating to these benefits, please contact the payroll administrator.

Employees intending to retire should notify the Town Clerk in writing of their intent to retire at least three months prior to the date of retirement. If applicable, also consult the CBA.

7.2 WORKERS' COMPENSATION

All employees are covered by the State Workers' Compensation Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost and medical costs due to job-related injuries or illnesses. All job-related accidents should be reported immediately to the employee's supervisor.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the Town will continue to pay the employee by using the employee's unused sick leave until such benefits are exhausted. Once benefits are approved, however, and the employee is reimbursed in whole or in part for any period of time where sick leave or other leave benefits were provided to the employee for the same period as worker's compensation benefits, the employee is required to refund the Town for any duplication of benefits. A commensurate (equivalent hourly rate) amount of sick leave or similar benefits will be reinstated to the employee once reimbursement occurs. Failure to re-pay the Town for any duplication of benefits as required by this policy will be considered fraudulent and will subject the employee to discipline, up to and including termination.

The Town may require an examination at its expense, performed by a physician of its choice to determine when the employee can return to work and if he/she will be capable of performing the duties of the position. Such medical return to work evaluations are to ensure the safety of the returning employee, the Town and the public.

7.3 HEALTH INSURANCE BENEFITS

Regular full-time and part-time employees of the Town are eligible to participate in the Town's various insurance programs. The programs and criteria for eligibility will be explained upon hire. The Town reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

Temporary employees are not normally eligible for health insurance coverage. If applicable, also consult the CBA.

7.4 UNEMPLOYMENT COMPENSATION

Employees may qualify for state unemployment benefits after termination from the Town depending on the reason for the termination and if certain qualifications are met.

CHAPTER 8. LEAVES

8.1 VACATION LEAVE

Each regular full-time employee earns vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Days Earned</u>
0-5	12 days
6-10	15 days
11-15	17 days
16-20	20 days
21 or more	21 days

Vacation accrues on a bi-weekly basis, based on actual hours worked. All employees must satisfactorily complete their probationary period in order to be entitled to the use of vacation leave. Part-time employees earn a pro-rated amount, based on actual hours worked. Temporary employees are not eligible for any vacation benefits. Employees do not accrue benefits during a non-paid status.

Vacations should be scheduled for minimum disruption of Town operations. The employee shall schedule his/her vacation thirty days ahead however a shorter timeline may be mutually agreed on by the employee and the employer. Employees need to schedule vacations so that accruals do not exceed 240 hours at the end of the year. If the employer cancels vacation then the employee will be paid for excess leave over 240 hours in January of the next year.

The maximum vacation time which may be accrued is 240 hours. If applicable, also

consult the CBA.

8.2 SICK LEAVE

All full-time employees accrue sick leave benefits at the rate of eight hours of sick leave per month. A maximum of 800 hours may be accrued. Part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked. All sick leave days are based upon the employee's scheduled hours per week and upon the hourly rate in effect when the sick leave is taken.

Temporary employees do not earn sick leave benefits. Employees do not accrue sick leave benefits during leave without pay.

Sick leave is a conditional benefit for which an employee must qualify. Each employee is expected to manage his/her sick leave balances in order to adequately cover his/her leave needs for personal illness/injury, or the illness/injury of dependents as discussed in the following provisions relating to the injury or illness of a family member. There is no entitlement to sick leave outside of the allowable uses given below. If available sick leave balances are exhausted, the employee has the option of requesting the remaining time off to be compensated as vacation time, but if vacation benefits are exhausted, the remaining leave will be unpaid. Unpaid leave benefits will generally be limited to the time frames set forth in the following provisions relating to personal and family leave.

Allowable Uses of Sick Leave: Sick leave may be used by the employee to cover those situations in which an employee is absent from work due to:

- (A) Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
- (B) The need to care for the employee's dependent children under the age of 18 (or 18 or over and incapable of self-care due to a disability) with a health condition that requires treatment or supervision;
- (C) To care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious or emergency health condition;
- (D) Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
- (E) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;

(F) Use of a prescription drug which impairs job performance or safety

(G) Bereavement/funeral leave for the death of an immediate family member as defined in 3.3 above, for a length of time approved by the Department head, but typically three business days.

Employees requiring leave for the situations described in (B) and (C) may also choose to use vacation or floating holidays, instead of, or in addition to paid sick leave, provided that all terms for use of those forms of leave are complied with. Leave may not be taken until it is earned.

Employees requesting use of sick or vacation leave should notify their supervisor as soon as possible about the need for leave and the circumstances that would permit leave, to allow for scheduling and work load issues arising from the need for leave. In addition, employees will be asked for an estimate of the time needed for such leave, again, to assist with work schedules and resource planning.

A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The Town may also request the opinion of a second doctor at the Town's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. 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 running of the Town's business, if consistent with Federal and state law.

Abuse of sick leave privileges shall be cause for discipline up to and including discharge.

Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their Department head's prior approval, request a leave without pay. See leave without pay policy.

8.3 SICK LEAVE SHARING

Employees who have accrued over 160 hours of sick leave may voluntarily donate some of their excess accrued sick leave to another employee who is in an emergency medical situation and has exhausted his or her paid leaves. Donation of sick leave cannot reduce the donating employee's accrued sick leave balance below 160 hours. The maximum annual donation from any one employee is 320 hours. The maximum annual donation to any one employee cannot exceed the equivalent of eight work weeks of leave.

Recipients of donated leave must have satisfactorily completed their probationary period. Temporary employees are not eligible for sick leave sharing. The recipient must have exhausted

his or her paid leave options and must not be eligible for Worker's Compensation benefits or disability coverage. Donated leave may only be used for the recipient employee's own health condition. Medical verification of the need for extended leave is required.

Employees should submit requests for sick leave sharing to their Department Head or the Town Clerk. Requests for donated leave will be considered on a first come, first serve basis. Employees wishing to donate their leave should notify the Town Clerk. If no leave is available due to lack of donations, paid leave will not be provided but the employee may be eligible for unpaid leave.

8.4 MATERNITY/PATERNITY LEAVE

Maternity or paternity leave may be taken by utilizing sick leave, vacation, or leave without pay, consistent with federal and state law. The time frame available for maternity/paternity leave will be limited to 12 weeks, unless specifically extended by agreement with the Town, which is subject to the approval of the employee's supervisor and the Department Head, Town Administrator or Mayor. This same period of leave time is available to employees who adopt a child or infant.

Pregnant women may continue to work in their assigned positions; however, when or if the pregnancy limits someone's ability to work, continuation in the same position may be conditioned upon physician approval. If the pregnant employee requests a temporary job re-assignment due to a pregnancy related disability, the Town will take this request under consideration. Placement of an employee in a temporary position, as with any temporary disability, will be dependent upon whether the employee is otherwise qualified to perform the job functions in question without significant training, the position in question is available, and no other employee will be displaced, and if the services provided to the Town by this temporary assignment will benefit the Town.

8.5 LEAVE WITHOUT PAY

The Town may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted, provided that the leave can be scheduled without adversely affecting the operations of the Town. All such leave requests must be in writing and must contain reasonable justification for approval, and the inclusive dates of such leave. Each employee request will be reviewed on a case by case basis. Each request requires a separate approval. The Town may cancel a leave of absence at anytime if the employee is using the leave for purposes other than those specified in the approved leave request. Any abuse of this nature shall be cause for disciplinary action up to and including discharge.

During any unpaid leaves, the employee shall not accrue employment benefits such as vacation pay or sick pay. However, employment benefits accrued by the employee prior to the commencement of leave will not be lost. For any unpaid leave which extends beyond one month, the employee is responsible for paying the full amount of any continuing insurance premiums unless otherwise required by law.

8.6 JURY AND WITNESS LEAVE

Jury Duty: Jury duty is unpaid. Employees must provide a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, they are required to provide proof of jury service. If an employee is summoned during a critical work period, the Town may ask the employee to request a waiver from duty.

Witness Duty: All regular full- and part-time employees summoned to testify in court for work related cases are allowed time off for the period they serve as witnesses. The employee must provide a copy of the subpoena as soon as possible after receiving it. In general, witness duty leave is unpaid unless it is part of the employee's job duties with the Town.

Employees eligible to use accrued vacation leave may use any accrued vacation leave to cover unpaid jury or witness duty.

On any day that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's scheduled work day remain, the employee is to immediately inform an appropriate supervisor and report to work if requested to do so.

8.7 ADMINISTRATIVE LEAVE

On a case-by-case basis, the Town may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the Town as determined by the Town Mayor during the pendency of an investigation or other administrative proceeding.

8.8 MILITARY LEAVE

The Town provides all employees leave while performing military service in accordance with federal and state law. Military service includes active military duty and Reserve or National Guard training. Regular full- and part-time employees receive paid leave for the first fifteen working days of their military service each year from October 1 to September 30. Military leave beyond these fifteen working days is unpaid. Employees are required to provide the Town Clerk with copies of their military orders as soon as possible after they are received. Employees may use accrued vacation and sick leave to cover their unpaid military leave except for the 1st 15 days. Vacation and sick leave does not accrue during periods of military leave. Continuation of benefits and reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

8.9 HOLIDAYS

The following are recognized as paid holidays for salaried and regular full- and part-time employees.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
One Floating Holiday

Any holiday falling on a Saturday will be celebrated on the preceding Friday and any holiday falling on Sunday will be celebrated on the following Monday.

In addition employees may select one paid floating (personal) holiday during each calendar year. The selected date must be approved by the employee's supervisor or Department head. An employee must request the floating holiday a minimum of 24 hours in advance of the selected date. All floating holidays must be taken during the calendar year and may not be carried forward from one year to the next.

Regular hourly employees required to work during a holiday will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the appropriate Department head.

Temporary employees will be paid at their regular straight-time rate for hours worked on a holiday.

8.10 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her supervisor's approval, take the day off using the floating holiday, vacation or leave without pay.

CHAPTER 9. EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.1 GENERAL CODE OF CONDUCT

All employees are expected to represent The Town 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 supervisor.

Since the proper working relationship between employees and the Town depends on each employee's ongoing job performance, professional conduct and behavior, the Town has established certain minimum standards of personal conduct. Among the Town's expectations are: basic tact and courtesy towards customers, potential customers and fellow employees; adherence to Town policies, procedures, safety rules and safe work practices; compliance with directions from supervisors and management; preserving and protecting the Town's equipment, grounds, facilities and resources; and providing orderly and cost-efficient services to its customers.

The Town is a relatively small organization. To make the most efficient use of personnel, the Town reserves the right to change an employee's work conditions and duties as originally assigned. If these arrangements become necessary, the Town expects the employee's best cooperation. If applicable, also consult the CBA.

9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

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

- (A) 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;
- (B) outside employment which is conducted during the employee's work hours;
- (C) outside employment which uses Town telephones, computers, supplies, or any other resources, facilities or equipment;
- (D) employment with a firm which is in competition with the Town or which has contracts with or does business with the Town or its competition;

- (E) unauthorized distribution or use of Town personnel, product, marketing, manufacturing or financial information or customer lists; or
- (F) activities which may reasonably be perceived as a conflict of interest or otherwise discredit the Town.

9.3 CONFIDENTIALITY

The Town considers all information about its tax payers, rate payers and employees to be confidential. Employees are obligated to keep this information confidential. Examples of confidential information include, but are not limited to, tax payer information, criminal history records, juvenile records, medical records, applicant information, preliminary drafts, recommendations or opinions of policies, and records relating to lawsuits or legal disputes. In the event an employee is asked for confidential Town records or information, the employee must relay this request to the Department head, Town Clerk, or Mayor. Referral of such requests will make certain the confidential information requested will be subject to the non-disclosure provisions in place to protect tax payers, rate payers and employees. Employees must keep the information confidential and use it only to benefit the Town. Employees are prohibited from copying or distributing confidential information. This obligation exists during and after employment and continues indefinitely after the employee has left.

9.4 NO SMOKING POLICY

For health and safety considerations, the Town prohibits smoking by employees in all Town facilities, including Town-owned buildings, vehicles, and offices or other facilities rented or leased by the Town, including individual employee offices. Smoking is only permitted in designated areas outside of the Town's buildings.

9.5 PERSONAL POSSESSIONS, ELECTRONIC COMMUNICATIONS AND USE OF TOWN VEHICLES AND EQUIPMENT

The Town does not assume responsibility for any theft or damage to the personal belongings of employees, and it reserves the right to search employee desks, lockers, and storage areas when necessary.

The Town furnishes computers for use in conducting Town business. Because the computers are for business, the Town reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. Incidental and occasional personal use of electronic mail, Internet access and network resources must be conducted on the employee's own time and is only permitted to the extent such use does not conflict with the performance of the employee's regular duties. All electronic messages, Internet and network activity must be appropriate to the Town's professional environment and consistent with the Town's policies prohibiting discrimination and harassment

Employees are prohibited from modifying or altering system software or hardware and from installing or downloading any software of any kind without the System Administrator's authorization. Employees are expected to exercise reasonable computer security precautions, including the use of anti-virus software and passwords. Employees are prohibited from sharing their computer account and password with other people.

Use of Town phones for personal phone calls should be kept to a minimum; employees are responsible for any charges incurred due to long distance phone calls. Other Town equipment, including vehicles, should be used by employees for Town business only. An employee's misuse of Town services, telephones, computers, vehicles, equipment or supplies can result in disciplinary action including termination. All Town vehicles shall remain on Town property while not in service, unless otherwise allowed.

9.6 CONTACT WITH THE NEWS MEDIA

The Town's Mayor shall be responsible for all official contacts with the news media, including answering of questions from the media. The Mayor may designate specific employees to give out procedural, factual or historical information on particular subjects. Should members of the news media contact you regarding the Town or Town business, please refer them to the Mayor.

9.7 SEAT BELT POLICY

Per Washington law, anyone operating or riding in Town vehicles must wear seat belts at all times.

9.8 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific Town positions, an employee may be required to hold a valid Washington State Driver's license. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her supervisor or the department head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her supervisor or department head. Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, up to and including termination.

9.9 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and may present a risk to employee safety or to the security of the Town or employer property.

Employees and persons not employed by the Town may not solicit survey, petition or distribute literature on Town premises at any time. Salespersons and potential customers should

be referred to the Town Clerk. [Exceptions to this rule may be made in special circumstances where the Town determines that an exception would serve the best interests of the business and our employees.]

9.10 SAFETY

Every employee is responsible for maintaining a safe work environment and following the Town's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to their supervisor. The Town will make every effort to remedy problems as quickly as possible.

In case of an accident involving a personal injury, regardless of how minor, or damage to Town property, employees shall immediately notify their supervisor or Town Clerk.

Employee safety depends on the safety consciousness of everyone. In order to facilitate a safe work environment, employees may not bring dangerous weapons to the workplace. This includes, but is not limited to, weapons for which employees have a valid permit. Violations of this policy may result in termination, or other forms of discipline as appropriate.

9.11 SUBSTANCE ABUSE

The Town intends to provide a workplace free from alcohol and illegally used drugs. Employees are prohibited from possessing, selling, buying or using, or being under the influence of alcohol while on the job or on Town property. Employees are also prohibited from possessing, using, or trafficking in illegally-used drugs while on the job or on the Town's property.

Employees who are under the influence of alcohol or illegally-used drugs while on the Town's premises or while representing the Town will be subject to disciplinary action, up to and including termination. The use, sale, or possession of alcohol or illegally-used drugs while on Town time or property will also subject an employee to disciplinary action, up to and including termination.

To safeguard our employees, our customers, and our business, and to prevent the possession, sale and illegal use of drugs, the Town reserves the right to question employees and other persons entering and leaving its premises, The Town reserves the right to search any employee's office, desk, files, locker or any other area on our premises. All offices, desks, files, lockers, vehicles are subject to search. Inspections may be conducted at any time at the discretion of Town management.

CHAPTER 10. WHISTLE BLOWER PROTECTIONS

10.1 REPORTING IMPROPER GOVERNMENTAL ACTION

In compliance with the Local Government Employee Whistle Blower Protection Act, RCW § 42.41.050, the Town's policy is created to encourage employees to disclose any improper governmental action taken by Town employees or elected officials without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the Employer, with a process provided for speedy dispute resolution.

Key Definitions:

Improper Governmental Action: any action by a Town employee or elected official that is:

- (A) Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
- (B) Is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.
- (C) 'Improper governmental action' does not include personnel actions (appointments, hiring, dismissals, suspensions, alleged violations of a collective bargaining agreement, reprimands, disciplinary notices, alleged labor agreement violations, promotions, and reassignment, reinstatements, performance evaluations, suspensions, reductions in pay, or internal grievance procedures, for example). In addition, employees are not free to disclose matters that are protected from disclosure by state law, such as communications protected by the attorney client privilege and/or the rules governing executive sessions.

Retaliatory Action: any material adverse change in the terms and conditions of an employee's employment that is substantially motivated by the employee's decision to prepare or participate in a whistle blower complaint.

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

Procedure for Reporting Improper Governmental Action:

Employees who become aware of improper governmental action should follow this procedure:

- (A) In writing, bring the matter to the attention of his/her supervisor, if not involved, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action but

no later than 30 days from the date of the action in question.

(B) Where the employee believes the improper action involves his/her supervisor, the employee may raise the issue directly with the Mayor or Town Attorney.

(C) The Mayor, Town Attorney or his/her designee shall promptly investigate the report of improper governmental action. After the investigation is completed (within thirty (30) days of the employee's report), the employee shall be advised of the results of the investigation, except those personnel actions taken as a result of the investigation which may be kept confidential.

Good Faith Reporting:

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW § 42.41.030. An employee is also charged with the responsibility to ascertain the correctness of the information furnished and may be subject to disciplinary action, up to and including termination, for knowingly furnishing false information as determined by the appointing authority.

Emergency Situations:

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the issue. Such agencies include the State Auditor and the County's Prosecuting Attorney.

Direct Reporting to a State or County Agency:

Employees may report information about improper governmental action directly to an outside agency, if the employee reasonably believes that an adequate investigation was not or will not be undertaken by the Town to determine whether an improper governmental action occurred. If information is reported to the State Auditor, it must be reported within one year of the occurrence. However, emergency situations require prompt reporting of any occurrence that would harm persons or property.

Protection Against Retaliation:

It is unlawful for a government agency to take retaliatory action because an employee, in good faith, complained about an incident of improper government action. Employees who believe they have been retaliated against for reporting an improper government action should follow the following procedure:

Procedure for Seeking Relief Against Retaliation:

(A) Employees must provide a written complaint to the supervisor within thirty (30) days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor. If the Mayor is involved, the written complaint should be delivered to the Town Attorney. The written charge shall specify the alleged retaliatory action and the relief requested.

(B) The Mayor, or designee, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge. The identity of the complaining party shall be kept confidential, to the extent possible under the law, unless the employee authorizes disclosure in writing.

(C) After receiving the Town's response, if the employee determines the Town's response did not adequately address the problem, the employee may request a hearing before a state administrative law judge, to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the Town's response to the charge of retaliatory action or within forty-five (45) days of receipt of the charge of retaliation by the Mayor or Town Attorney.

(D) Within five (5) working days of receipt of a request for hearing the Town shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence. The administrative law judge will issue a final decision not later than forty-five (45) days after the date of the request for hearing, unless an extension is granted.

Policy Implementation:

The Mayor, or designee, is responsible for implementing these policies and procedures. This includes posting the policy in an area open to employees, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Department heads and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal. If applicable, also consult the CBA.

CHAPTER 11.1 DISCIPLINE AND TERMINATIONS

11.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

1. Discipline for cause: Employees may be disciplined or discharged for just cause
2. Representation: The Employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.
3. Notice to Union: When a documented verbal warning is to be placed in the employees personnel file, the Union will be notified verbally. The Union will be sent a copy, within 2 working days, of any further progressive disciplinary action toward the Employee.
4. Pre-disciplinary Hearing: At the request of the Employee, the Employer will hold a pre-disciplinary hearing within 10 working days from the time the Employee was notified in writing of the intent to suspend or terminate. At this hearing, the Employee will be given an opportunity to present his/her side of the issue.
5. Documentation: No later than 5 working days prior to the pre-disciplinary hearing, the Employer shall make available to the Employee and the Employee's Union representative, with the Employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in his/her possession.
6. Suspension Prior to Final Disciplinary Action: The employer may suspend an Employee with pay or without pay pending the decision as to the appropriate discipline resulting from the pre-disciplinary hearing.
7. File inspection: The Employee and the Employee's Union representative, with the Employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.
8. Employee Comments on written Discipline: No disciplinary documents may be placed in the personnel file without the Employee having been notified of said document and given a copy. The Employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An Employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a response statement in the personnel file; however, letters of reprimand shall not be subject to the grievance procedure. The Employer may file a response to the Employee's statement.
9. Grievance Procedure: A suspension of more than two days, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of this Agreement.

11.2 POSSIBLE DISCIPLINARY ACTIONS

In the event that discipline is necessary the following types of progressive disciplinary actions may be utilized: Oral Warning Written Reprimand Suspension Demotion Termination

The choice of discipline applicable to any particular case is at the Town's discretion. If applicable also consult the CBA.

11.3 LAYOFF

The Town may lay off employees for lack of work, budgetary restrictions, reorganization or other changes.

Temporary employees or employees who have not completed their probationary period will usually 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 may be considered when performance and qualifications are equal, as determined by the Town. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs within a year from the date of layoff in a position for which they are qualified. If applicable, also consult the CBA.

11.4 RESIGNATION

An employee should provide two weeks notice of resignation. This time limit may be waived by the Mayor or his designee.

RECEIPT OF PERSONNEL POLICY AND PROCEDURE MANUAL

I, _____, hereby acknowledge receipt of a copy of the Eatonville Personnel Policy and Procedure Manual and acknowledge my responsibility to review, be familiar with and abide by the contents thereof.

I understand that none of the statements contained in the Town of Eatonville Personnel Policy and Procedure Manual and no statements made or written elsewhere can be construed as a contract, implied contract, promise of permanent employment, of employment for any particular duration, of discharge only for cause, or as a guarantee of any particular disciplinary or discharge procedures, unless the promise is in a written employment agreement signed by the Mayor.

This manual is only a summary of the Town's policy and procedures, since not all department policies are reflected in this document. Employees must comply with applicable department policies and procedures as those relate to their job duties. In event of any discrepancies between the Town's policy and department policy, Town policy will govern. The Town expressly reserves the right to change any of its policies or procedures, including those covered in these policies, at any time in its sole discretion.

If the Town mistakenly overpays me, I hereby consent to the deduction of the overage from my later paychecks. I also hereby consent to deduction from my final paycheck: (1) any amounts advanced to me that remain unearned when my employment with the Town ends, or (2) any amount necessary to reimburse the Town for my own actions, such as failure to return Town equipment or unauthorized telephone charges.

I have read and understand the statements above.

Employee Signature

Date

Employee Printed Name

Witness