

RESOLUTION NO. 2075

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute the revised Personnel Guidelines for Employees covered by collective bargaining.

WHEREAS, the Town of Friday Harbor is a member of the Association of Washington Cities Risk Management Service Agency, a self-insurance pool; and

WHEREAS, each member of the pool has committed itself to a comprehensive risk management program in an effort to contain insurance premium costs; and

WHEREAS, having updated personnel guidelines are an integral part of a comprehensive risk management program; and

WHEREAS, by mutual agreement with the employees covered by collective bargaining, a set of guidelines were developed and adopted by passage of Resolution No. 1749 on November 5, 2009; and

WHEREAS, approval of subsequent labor contracts have resulted in revisions to said guidelines; and

WHEREAS, changes in payroll and other policies require revisions to said guidelines; and

WHEREAS, said revisions to the personnel rules have been presented to AFSCME AFL-CIO Local 1849F; and

WHEREAS, the Union Business Agent and Shop Steward, on the behalf of Local 1849F, have reviewed said revisions to the personnel guidelines; and

WHEREAS, the Council of the Town of Friday Harbor has reviewed and accepted said revisions to the guidelines,

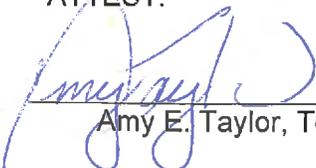
NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Friday Harbor hereby authorizes the Mayor to execute the "Town of Friday Harbor Guidelines for Employees Covered by Collective Bargaining" dated December 4, 2014.

ADOPTED this 4th day of December 2014.

TOWN OF FRIDAY HARBOR


Carrie Lacher, Mayor

SEAL of the
Town of Friday Harbor
ATTEST:


Amy E. Taylor, Town Clerk

**Town of Friday Harbor
Guidelines for Employees covered
by Collective Bargaining**

REVISIONS ADOPTED

this 4th day of December 2014 by
Resolution No. 2075



Carrie Lacher, Mayor

Receipt of Personnel Guidelines

All employees shall read the following; then sign, date and return this form to the Town Administrator or designee. The original completed form will be placed in the employee's personnel file.

Enclosed is the Town of Friday Harbor's personnel guidelines for employees who are members of a Collective Bargaining Unit. It is the employee's responsibility to read these guidelines, as they will acquaint you with your employee benefits, the Town's personnel practices and rules, and some organizational philosophy.

As the Town grows and changes, personnel guidelines may change. The Town, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Town Administrator subject to Collective Bargaining Agreement provisions.

Please also understand that no supervisor, manager or representative of the Town other than the Town Administrator has the authority to make any written or verbal statements or representations which are inconsistent with these guidelines.

If you have any questions about these guidelines, please feel free to contact the Town Administrator.

I have read and understand the statements above and acknowledge receipt of the Town's Personnel Guidelines.

Additionally, I hereby consent to the deduction from my final paycheck of any amounts advanced to me that remain unearned when my employment with the Town ends, and/or any amounts I owe to the Town, such as, but not limited to, payment for cellular telephone services or the replacement cost of any unreturned Town equipment or property.

Employee Signature

Employee Printed Name

Date

Encl. REVISIONS

DATED

___/___/14

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CHAPTER 1

Purpose and Scope

1.1. INTRODUCTION

The Town is committed to achieving excellence and providing quality services. The attainment of these goals is dependent upon maintaining a high caliber of Town employees and a supportive environment for them.

This handbook is for the benefit of Town employees and is intended to provide summaries of guidelines concerning Town standards, policies, regulations, and rules of conduct. It applies to all employees who are members of a Collective Bargaining Unit.

Please read it carefully, and keep it handy for future reference. Please ask questions if something is unclear.

In no way is it to be considered the final source of information to employees. Topics are described in summary form only. All guidelines and practices may be changed as conditions warrant subject to Collective Bargaining Agreement provisions, as the Town must be able to respond flexibly to changing circumstances. Because of this, the Town's guidelines are guidelines for management, not promises of specific treatment in specific situations.

Employees may suggest specific changes to these guidelines by submitting suggestions to the Town Administrator. Please understand that no supervisor, manager or representative of the Town other than the Town Administrator has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing.

The Town of Friday Harbor places the highest value on our employees and on their well-being. We want to see that you are a satisfied worker, with the support necessary to achieve the objectives of your position. Only in this manner can your contribution to the Town of Friday Harbor be the most productive.

It is our belief that when consistent personnel policies are known and communicated to all, the choices for greater job satisfaction increase. We encourage you to read these policies. If you have any questions, please ask your supervisor or department head.

1.2. INTENT OF POLICIES

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration.

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1.3. SCOPE OF POLICIES

These personnel policies apply to all Town employees who are represented by a Collective Bargaining Unit. In the event of conflict between any provision of this manual and any provision of a current Collective Bargaining Agreement, the provisions of the Collective Bargaining Agreement shall govern. In all other cases, these policies shall govern, but only as a policy and not part of the Collective Bargaining Agreement. In the case of a conflict between these rules and the rules contained within a separate policy or procedure manual, these policies shall govern unless the separate policy or procedure specifically states that it shall govern.

1.4. CHANGING THE POLICIES

As the need arises, the Mayor or Town Administrator may modify these policies, except that the Town Council, by ordinance, shall enact any changes in compensation or in benefit levels. The Mayor may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the Town's citizens. Employees may request specific changes to these policies by submitting suggestions through the Town-Union Labor Management Committee.

1.5. DEFINITIONS

Definitions as used in this policy include the following terms which shall have the meanings indicated. Please refer to the current Collective Bargaining Agreement for other applicable definitions:

- (a) Calendar year. A calendar year is January 1st to December 31st.
- (b) Collective Bargaining Agreement. The current agreement adopted between the Town and AFSCME AFL-CIO Local 1849F, which is supplemented by these personnel rules.
- (c) Department Head. An employee in a union-exempt supervisory position who is the head of his or her department and is responsible for the management and supervision of the department.
- (d) Disciplinary Action. An action that is meant to notify an employee of improper conduct or action. Disciplinary action may consist of oral warnings, up to and including dismissal wherever warranted. Disciplinary action is not primarily intended to be punitive, but rather to maintain the efficiency of day to day operations in keeping with sound principles of human relations in the Town service.

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- (e) Domestic partner. Pursuant to RCW 26.60.030, a relationship that meets the criteria set forth in that statute as a domestic partner, as the statute may be amended from time to time, for a state registered domestic partnership.
- (f) Exempt employee. An employee who is exempt from the requirements of the federal Fair Labor Standards Act (FLSA) and state Washington Minimum Wage Act (WMWA), including exemption from the payment of overtime wages. An employee may be exempt regardless of whether or not he or she receives a salary or hourly wage. Exempt employees are typically classified as exempt under state law if they are employed in a bona fide executive, administrative, or professional capacity, as defined by the state Department of Labor and Industries.
- (g) Flex-time. The concept of allowing flexible employee work schedules on a departmental, divisional, or individual basis.
- (h) Immediate Family. Includes the employee's parents, spouse, registered domestic partner, child, step-child, brother or sister, mother or father-in-law, son or daughter in-law, grandparent, grandchild, or other relative who lives in the employee's home.
- (i) Nepotism. The practice of employing an immediate family member, as prohibited in Section 3.4 of these policies.
- (j) Non-exempt employee. A non-exempt employee is any employee not designated exempt under the FLSA and WMWA. Non-exempt employees are subject to the overtime and wage provisions of the FLSA and WMWA.
- (k) Town Administrator. The Town Administrator or his/her designee.
- (l) Regular Full-time Employee. An employee who has successfully completed a trial period as defined in the Collective Bargaining Agreement and who regularly works a minimum of forty (40) hours a week.
- (m) Regular Part-Time Employee. An employee who has successfully completed a trial period as defined in the Collective Bargaining Agreement and who regularly works a minimum of twenty (20) hours a week.
- (n) Standby. Standby pay is a lump sum payment for call back duty as provided in the Collective Bargaining Agreement, and is paid even if no actual call-out results.
- (o) Supervisor. An employee who is responsible for the day-to-day supervision of his or her department, normally the lead person for the department.

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- (p) Temporary/Seasonal Employee. An employee who is employed not more than five (5) months in any calendar year [hours in the fifth (5th) month must be kept under seventy (70) hours total]. The purpose of such positions might include special projects, seasonal demands, abnormal workloads or emergencies. Temporary/Seasonal employees are not eligible for Town benefits except as specified. Temporary employees who have been hired specifically to supplant temporarily injured or otherwise unavailable employees, may work for up to 12 months provided, however, that after working 1040 hours the Temporary Employee shall be required to pay Union Dues.
- (q) Trial Employee. Employees who have not yet completed their trial period in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these guidelines, they shall include trial employees.
- (r) Year of employment. A year of employment equals two thousand eighty (2080) hours.

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CHAPTER 2

General Guidelines 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 guidelines and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national or ethnic origin, pregnancy, age, marital status, sexual orientation, disability, or honorably discharged veteran or military status.

2.2. DISABILITY DISCRIMINATION PROHIBITED

The Town does not discriminate against qualified applicants or employees with a sensory, physical or mental disability, unless the disability cannot be reasonably accommodated and prevents proper performance of an essential element of the job. The Town will reasonably accommodate qualified individuals with disabilities as defined by the Americans with Disabilities Act and Washington's laws against discrimination.

2.3. HARASSMENT AND DISCRIMINATION PROHIBITED

It is the Town's policy to foster and to maintain a work environment that is free from discrimination and intimidation. Toward this end, the Town will not tolerate harassment of any kind that is made by employees toward co-workers or members of the public. Employees are expected to show respect, at all times, for each other and the public despite individual differences.

Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public based on that individual's race, ethnic background, gender, sexual orientation, religion, age, disability or other status protected by law. Examples of prohibited conduct include slurs or demeaning comments to employees or to members of the public relating to race, ethnic background, gender, religion, sexual orientation, age, or disability. Harassment also constitutes knowing and willful conduct directed at a specific person which seriously alarms, annoys, harasses, or is detrimental to such person, and which serves no legitimate or lawful purpose. (*See* RCW 10.14.020). The conduct shall be such as would cause a reasonable person to suffer substantial emotional distress, and shall actually cause substantial emotional distress to the employee being harassed.

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For the purpose of this section, conduct means a pattern of conduct that is repetitive or a series of acts over a period time, however short, evidencing continuity of purpose. Course of conduct includes, in addition to any other form of communication, contact or sending of electronic communication.

See Discrimination Complaint Procedure, Section 2.5, for guidance on what to do if you believe that you have experienced harassment.

2.4. SEXUAL HARASSMENT PROHIBITED

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

Sexual harassment includes verbal or physical workplace conduct of a sexual nature that is unwelcome, gender-motivated and pervasive enough that a reasonable person would find that it affects the terms or conditions of employment. Examples of sexual harassment include but are not limited to verbal behavior such as unwanted sexual comments, suggestions, jokes, or pressure for sexual favors; non-verbal behavior such as suggestive looks and leering or communication through electronic means, such as posting, messaging or otherwise transmitting sexually suggestive photographs, jokes or comments; and physical behavior such as pats or squeezes, or repeatedly brushing against someone's body. Other conduct may also constitute sexual harassment depending upon given facts and circumstances.

Employees engaging in harassment are subject to formal disciplinary action, up to and including termination. *See* Discrimination Complaint Procedure, Section 2.5, for guidance on what to do if you believe that you have experienced sexual harassment.

Sexual harassment toward an employee by a non-employee such as Town customers, Council members, board members, volunteers or vendors should be immediately reported to the Supervisor or Department Head.

2.5. DISCRIMINATION COMPLAINT PROCEDURE

Each member of management is responsible for creating an atmosphere free of discrimination and harassment. Employees are responsible for respecting the rights of their co-workers and of others, including the citizens they serve. The following procedures outline the steps to follow if you believe you have experienced on-the-job harassment or discrimination.

Should you believe you have been harassed or are the victim of discrimination as set forth in these Guidelines, you should try, if possible, to identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective, unsafe or impossible, you should discuss your

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concern immediately with your Supervisor and/or with the Department Head. If the complaint involves your supervisor or a Department Head, you may bring the complaint to the Town Administrator. If the complaint involves the Town Administrator, you may bring the complaint to the Mayor. Any complaint may alternatively be brought to the Mayor or Town Administrator or their designee. An employee should report the matter regardless of whether the employee has confronted the harasser or not.

No employee will suffer retaliation for reporting such concern. All complaints will be investigated promptly, impartially, and as discreetly as possible. Upon completion of the investigation, the appropriate parties will be notified immediately of the findings.

If an investigation shows the accused employee did engage in improper harassment or discrimination pursuant to these Guidelines and/or applicable laws, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal and/or written reprimands, a letter to the employee's file or, transfer of employee, demotion, suspension, or termination. If the allegation of harassment is not substantiated, then such information shall be placed in the reporting employee's and the alleged harasser's files.

2.6. EMPLOYEE PERSONNEL RECORDS

A personnel file for each employee is kept in the document vault, and access is limited to the Town Administrator and the Finance Officer or designee. The file will be kept for the duration of the employee's employment, plus six years after the employee's termination of employment and as set forth in the Washington State Archives *Local Government Common Records Retention Schedule*, and WAC 296-126-050. Only supervisory and management employees who have an employment-related need-to-know for information about another employee may inspect the personnel file of that employee. The inspection must be approved by the Town Administrator.

In general an employee's personnel file contains employment application, resume, offer letter, the employee's name, address, telephone number, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, and personnel actions affecting the employee, including recognition, discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file and access is restricted by the federal Health Insurance Portability & Accountability Act (HIPAA).

The Town shall make the employee's personnel record available to the employee, upon request, at any reasonable time. Employees or a designated representative with written authorization from the employee shall have the right to review their files while in the presence of the Town Administrator or the Payroll Officer. An employee may request removal of irrelevant or erroneous information in their personnel file. If the Town denies an employee's request to remove the information, the employee may file a

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written rebuttal statement to be placed in their file.

Personnel files, including medical records subject to HIPAA, are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request from the employee for specific information, by court order, or as otherwise required by applicable law, including Washington's Public Records Act.

It is the responsibility of the employee, including those on leave of absence, to notify the Town Administrator or Finance Officer if any of the following information changes:

- (a) Name;
- (b) Address;
- (c) Phone Numbers;
- (d) Marital Status (for benefits and withholding tax only);
- (e) Number of Dependents;
- (f) Address/telephone number of dependents, spouse or former spouse (for insurance purposes only);
- (g) Beneficiary designation for any Town insurance and for State Department of Retirement Systems; and
- (h) Persons to be notified in case of emergency.

2.7. EMPLOYMENT REFERENCES

The Town Administrator may provide employment references to prospective employers of current or former employees, or to current or former employees, for employment-related purposes. Together with verification of employment and salary, the Administrator may give an employment reference regarding:

- (1) An employee's ability to perform his or her job;
- (2) The diligence, skill, or reliability with which an employee performs or performed his or her job; or
- (3) Any illegal or wrongful act an employee committed in relation to his or her job duties.

As authorized by the Town Administrator, a Department Head may provide an employment reference if the Department Head has direct knowledge of the above employee information. No other employee may represent the Town in providing a work reference, and no employee may give out work reference information that may be false, misleading, or made with reckless disregard for the truth. (*See RCW 4.24.730.*)

References will be provided at the Town Administrator's discretion. If a reference is provided, the Town will maintain a written record of the identity of the person or entity

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to which the information was disclosed for a minimum of two years. The affected employee may inspect that record.

Upon written request from a former employee the Town will furnish a signed written statement stating the reasons for and effective date of discharge, within ten business days, as set forth in WAC 296-126-050.

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CHAPTER 3

Recruiting and Hiring

3.1. RECRUITING

Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, sex, sexual orientation, marital status, pregnancy, disability, military status or age. Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the Town's official application. If hired, any applicant supplying false or misleading information is subject to immediate termination.

3.2 TEMPORARY/SEASONAL EMPLOYEES

Department Heads may use temporary/seasonal employees to meet peak workload needs or to fill positions of limited duration due to special projects, seasonal demands, abnormal workloads, temporary vacancies to be filled by hiring regular employees, or emergencies. Temporary/seasonal employees may be hired without examination, although all hiring processes must comply with state and federal laws. Temporary or seasonal employees who meet the definition set forth in the Collective Bargaining Agreement are excluded from the Collective Bargaining Agreement.

3.2.1. Compensation/Benefits. Temporary/seasonal employees are eligible for overtime pay as required by law. Temporary/seasonal employees do not receive vacation, sick leave, health insurance, holidays or any other regular employee benefits during their employment.

3.2.2. Social Security/Retirement. Temporary/seasonal employees pay contributions to the social security system, as does the Town on their behalf. Temporary employees will normally not be enrolled in the State Retirement System, although there are a few exceptions depending on State Retirement System eligibility criteria.

3.3 HIRING EMPLOYEES

When a position becomes vacant, and prior to any posting or advertising of the vacancy, the Department Head shall review the position, its job description, and the need for such a position. The Department Head will prepare and submit a written request to fill the position to the Town Administrator. The position will be posted and/or advertised only after the Mayor or Town Administrator has approved the request.

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The Town may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the Town Administrator. The Town may contract with any agency or individual to prepare and/or administer examinations.

The Town reserves the right to conduct thorough background investigations in the manner permitted by law for all prospective employees, including those involved in duties regarding public safety, health, and/or public welfare. Examples of such procedures include but are not limited to requiring applicants/employees to show proof they are authorized to work in the United States and criminal background checks.

Residency within the Town shall not be a condition of initial appointment or of continued employment; provided, however, that an employee's selection of residences shall not interfere with the daily performance of his or her duties and responsibilities (e.g., standby or emergency response requirements).

Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years of age and will be required to present a valid Washington State driver's license with any necessary endorsements. Driving abstracts of applicants may be reviewed. Applicants with poor driving records, as determined by the Town Administrator or Department Head, may be disqualified for employment in positions requiring driving.

After an offer of employment has been made and prior to commencement of employment, the Town may require persons selected for employment to successfully pass a medical examination. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure their 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 the examination.

A candidate may be disqualified from consideration if he or she is: 1) Found physically unable to perform the duties of the position and the individual's condition cannot reasonably be accommodated in the workplace; 2) The candidate refuses to submit to a medical examination or complete medical history forms; or 3) The exam reveals use of a non-prescribed or an illegal controlled substance.

3.4 EMPLOYMENT OF RELATIVES (NEPOTISM)

The immediate family of current Town employees or elected officials will not be employed by the Town where:

- (1) One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;

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- (2) One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- (3) One party would be responsible for auditing the work of the other; or
- (4) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the Town.

3.4.1. 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 remain employed with the Town, unless reasonable accommodations, as determined by the Town Administrator can be made to eliminate the potential problem. 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.

3.5 TRIAL SERVICE PERIOD - *Refer to Collective Bargaining Agreement*

Trial employees shall accrue vacation and sick leave from the beginning of employment, but may not use their accrued sick, vacation leave, or personal leave day without written authorization, and until they have successfully completed their trial period. Upon termination of a trial service employee, accrued sick and vacation leave and the personal leave day shall be forfeited.

3.6 PROMOTIONS

The Town encourages promotion from within the organization whenever possible. Job openings may be posted so that employees may become aware of opportunities and apply for positions in which they are interested and qualified.

Before advertising a position to the general public, the Mayor may choose to circulate a promotional opportunity within the Town.

At its sole discretion, the Town reserves the right to seek qualified applicants outside of the organization.

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Job openings will be posted on the Town's bulletin board(s). To be considered for promotion, an employee must be employed in his or her position for at least six (6) months, and must meet the qualifications for the vacant position.

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CHAPTER 4 Hours and Attendance

4.1. WORKING HOURS - *Refer to Collective Bargaining Agreement*

4.2. BREAKS AND MEAL PERIODS - *Refer to Collective Bargaining Agreement*

The employee's supervisor shall schedule meal periods. The scheduling of meal periods may vary depending on department workload.

4.3. HOURS OF WORK AND OVERTIME - *Refer to Collective Bargaining Agreement*

All Town positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA) and Washington Minimum Wage Act. The Town will inform the employee of his or her status.

All personnel are responsible for accurately reporting all hours worked on forms supplied by the Town. Employees failing to accurately record time worked are subject to disciplinary action.

Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than forty (40) hours per week. All overtime must be authorized in advance by the employee's supervisor as set forth in the Collective Bargaining Agreement. Exempt employees are not covered by the FLSA or Washington Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay.

4.4. COMPENSATORY TIME - *Refer to Collective Bargaining Agreement*

4.5. CALL BACK - *Refer to Collective Bargaining Agreement*

4.6. STANDBY DUTY

[Reserved]

4.7. ALTERNATIVE/FLEXIBLE WORK SCHEDULES

Flextime is defined as the concept of allowing flexible employee work schedules on a departmental, divisional, or individual basis. Flextime schedules are based around an established period of work hours, excluding lunch and break periods. Examples include, but are not limited to, four (4) ten-hour work days a week, and four (4) nine-hour days with one (1) four-hour day in a week.

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Flexible work schedules may be implemented provided there is no appreciable disruption to department operations or service to the public during established hours when Town facilities are to be open to the public as determined by the Town Administrator.

An employee who wishes to participate in flextime must submit a written request for approval to the Town Administrator. Individual participation in flextime will be determined on a case-by-case basis subject to Supervisor and Town Administrator approval. Employees who are responsible for first contact with the public are not allowed the alternative/flextime option due to the nature of their work.

The Town Administrator may terminate the overall flextime program by department, by division, or by an individual basis at any time.

Benefits will continue to be based on an eight (8) hour workday. For example, an employee scheduled to work a ten (10) hour day would use ten (10) hours of sick leave when absent for an illness. When a paid holiday falls on an employee's regularly scheduled workday, the employee will be paid eight (8) hours of holiday pay. If the regularly scheduled work day is greater than eight (8) hours, the employee may use either vacation or compensatory time earned to make up for the additional time the employee was scheduled to work in excess of the eight (8) hours holiday pay. In lieu of using other accrued leave, the employee may have the option of working additional hours during the same work week as the scheduled holiday. When a paid holiday falls on an employee's regularly scheduled day off, the employee will be credited with eight (8) hours of holiday leave, which must be used within thirty (30) days and within the same calendar year.

An employee may, by notifying his or her Department Head, voluntarily withdraw from participation in the flextime program at any time, provided that immediate withdrawal does not create an undue hardship in the department; result in overtime compensation; or cause a disservice to the public. If so, the employee shall notify his or her Department Head and mutually negotiate an agreeable withdrawal date.

Employees with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

Because the Town does not want to incur additional costs by allowing employees to choose alternative work schedules, non-exempt employees must select an alternative schedule which does not require more than forty (40) hours per week. This may require employees to also request a different work week designation.

4.8. ATTENDANCE

Employees are expected to report for work on time and to maintain good attendance. If an employee is unable to report for work on time, he or she should notify the

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supervisor before the work day begins or within thirty (30) minutes of the employee's scheduled start time. If an absence continues beyond one day, the employee *must* call in to his or her supervisor each day. If the supervisor is unavailable, the employee should leave a message on the supervisor's voice mail and also with the main receptionist.

An employee who is absent without notification for three (3) consecutive days or shifts shall be considered as having abandoned the employee's job and will be terminated unless good cause is shown.

Employees may be disciplined up to and including termination for failing to report to work without notice or insufficient notice, excessive or unusual pattern of absenteeism (for example absence every Friday and/or Monday), excessive tardiness or for other attendance or tardiness problems.

4.9. UNUSUAL WEATHER CONDITIONS

During times of inclement weather or natural disaster, it is essential that the Town continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

An employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to: vacation, personal leave day (if entire day missed), compensatory time, or leave without pay. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

During periods of inclement weather or natural disaster, employees may be assigned work schedules other than their normal work assignments in order to provide emergency services.

If the Mayor or Town Administrator determine to send employees home before the conclusion of their work day or determines not to have employees report for work due to inclement weather or natural disaster, the employees will be paid their normal rate of pay for their regular work hours for that day.

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CHAPTER 5 Compensation

5.1. SALARY CLASSIFICATION AND RANGE – *Refer to Collective Bargaining Agreement*

Each job title within the Town is classified into one of the Town's classifications for salary purposes. Each classification is designated a particular salary or wage range per the Collective Bargaining Agreement.

5.2. EMPLOYEE PAY RATES - *Refer to Collective Bargaining Agreement*

Employees shall be paid within the limits of the wage range to which their positions are assigned. Usually, new employees will start their employment at the minimum wage rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum. For further information, *see* Collective Bargaining Agreement.

5.3. PAY INCREASES

Pay increases are contingent on satisfactory performance, except for longevity pay, as set forth in the Collective Bargaining Agreement. If an employee's performance is consistently unsatisfactory, the Mayor may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

A Supervisor may recommend a merit pay increase to the Town Administrator, contingent on exceptional employee performance at any time. A Supervisor may recommend pay increases to those employees whose annual performance evaluation is above satisfactory. Granting of pay increases are contingent on approval of the Town Administrator and the Mayor.

5.4. PAYDAYS

Town employees are paid monthly on the first day of each month. If a regularly scheduled payday falls on Saturday, paychecks will be distributed on Friday; if payday falls on Sunday, paychecks will be distributed on Monday, if payday falls on a holiday, paychecks will be distributed on the next regularly scheduled working day. Payment draws are not offered and will not be allowed. Effective January 2015, paydays shall occur on the 5th day of the month, however, if the 5th of the month falls on a Saturday, Sunday or holiday Monday, payday shall be on the prior Friday. Paydays shall continue to be compensation for the previous calendar month.

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5.5. DEDUCTIONS

The law requires some regular deductions from employee earnings; the employee shall specifically authorize other deductions. The Town will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized in writing by the employee and submitted to the Town's payroll officer.

5.6. GARNISHMENTS

The Town will enforce garnishments and wage attachments as required by Federal or State laws, and the Town will not enter into modifying agreements of any kind unless specifically instructed to do so by the court. A court ordered writ of garnishment shall not be cause for corrective action or discharge.

If an employee has signed an official volunteer agreement for cellular phone services through the Town of Friday Harbor and is negligent in the payment of such services, the employee understands that the full payment for such services will be taken from their paycheck at the next scheduled payday.

5.7. COMPENSATION UPON TERMINATION

When an employee's employment with the Town comes to an end, the employee will receive the following compensation on the next regularly scheduled payday:

- (1) Regular wages for all hours worked up to the time of termination that have not already been paid;
- (2) Any overtime or compensatory pay due;
- (3) Lump sum payment of any accrued but unused vacation within the limitations of accrual set forth in the Collective Bargaining Agreement; and
- (4) Accrued unused sick leave as set forth in the Collective Bargaining Agreement.

An employee terminating employment with the Town shall be paid in accordance with the provisions in effect at the time of termination and no subsequent wage or benefit adjustments negotiated by the Union shall apply.

5.8. TRAVEL AWAY FROM THE TOWN

All travel away from the Town and the authority to incur expenses must be approved in advance by the employee's Department Head.

Town employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the Town, including food, lodging and travel expenses while away; provided, however, there shall be no reimbursement for food

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unless the trip includes an approved overnight stay or takes the employee more than 60 miles from the Anacortes Ferry Terminal. Tips, not to exceed fifteen percent (15%), for meals, taxis, or baggage handling are reimbursable.

Town business includes normal Town, governmental and proprietary functions, seminars, and association meetings.

Requests for reimbursement, including receipts, shall be submitted on an expense report form signed by the employee and the Town Administrator. Reimbursement requests should be submitted within ten (10) days of return to work.

To qualify for reimbursement, such expenses must be reasonable and prudent under the circumstances. Unnecessary or excessive expenditures shall not be approved or reimbursed.

It shall be the responsibility of the Town Administrator to ensure that these policies are adhered to. Exceptions to the rules set forth herein may be made only for unusual or extenuating circumstances upon the written directive of the Town Administrator.

It will be the responsibility of the Finance Department to provide the forms and a copy of the instructions necessary for their implementation.

If private automobiles are used, employees will be reimbursed for reasonable and customary mileage expenses at the rate specified by the Town's current "Mileage Allowance" resolution. Mileage between points shall be determined on the basis of the distances shown on a current Internet mileage calculator or highway map. Expenses shall be reimbursed for travel within a three hundred (300) mile radius of the Town. Trips beyond this limit may be reimbursed in an amount equal to the appropriate round trip coach airfare to the destination if air service is available. Whenever it is feasible for two (2) or more employees to travel on official business in one car, they shall do so.

Miscellaneous travel costs such as bus, tax, bridge or other tolls, parking, ferry, and the like will be reimbursed based upon the actual expense incurred.

Incidental educational materials that are required for specific authorized schools will be reimbursed. These supplies are and will remain the property of the Town.

One brief personal telephone call to advise the employee's family of arrival and one brief personal telephone call to advise the employee's family of a change in returning travel plans will be reimbursed. A listing of the call must be made on the official lodging receipt.

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Copies of conference/training session brochures must be attached to submitted expense reports.

Certain travel expenses are considered personal and not essential to the transaction of official Town business. Such non-reimbursable expenses include but are not limited to:

- Alcoholic beverages
- Personal entertainment and transportation
- Theft, loss or damage to personal property
- Expenses of spouse, family or other persons not authorized to receive reimbursement
- Barber or beauty parlor expenses
- Airline and other trip insurance
- Medical or hospital expenses
- Personal toilet articles
- Postage
- Reading material
- Personal telephone calls.

No expense report for reimbursement shall be paid unless it is accompanied by the required bona fide vendor's receipt. Such receipts must be itemized indicating all items purchased. Such receipts should show the date, a description of the purchase, vendor identification and amount paid. Receipts are required for all expenses. An exception may be allowed for expenditures under \$2.00.

No direct billing is allowed unless approved by the Finance Officer. Invoices to the Town for unauthorized travel expenses will be turned over to the offending employee to be paid personally.

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CHAPTER 6

Performance Evaluations & Training

6.1. PERFORMANCE EVALUATIONS

To ensure all employees perform their jobs to the best of their ability, it is important the employee and his or her supervisor communicate openly and frequently about the job and any concerns or problems the employee may be experiencing. To accomplish this, the Town has established a performance review process.

6.1.1. Trial Service Period. During the trial service period, the supervisor and the employee will meet to discuss the employee's progress. All employees who have successfully completed their working trial period will receive a written evaluation at the end of the six-month trial period, as set forth in the Collective Bargaining Agreement.

6.1.2. Scheduled evaluations. Employees receive performance evaluations each year on their performance review date. Normally this occurs twelve (12) months from the last review date; however, the formal performance evaluation date may be delayed or be accelerated by the Town Administrator based on the employee's performance. Supervisors and employees are expected throughout the year to discuss performance issues and progress.

The primary purpose of the annual performance evaluation is to ensure that employees understand what is required of them for successful performance of their job duties and requirements. Additionally, evaluations may be used as a factor in pay increase decisions, performance improvement efforts, career growth and determination of training needs, as well as whether the employee may be promoted, transferred, demoted or discharged. Written performance evaluations are part of the employee's personnel file.

6.2. TRAINING POLICY - *Refer to Collective Bargaining Agreement*

The Town will pay for certain classes and courses taken by regular employees. Written request should be made to the supervisor for education assistance. The request should include specifics of the course and how the employee's completion of the course will benefit the Town.

Items that may be paid for are tuition, travel expenses, and required course materials. Payment will be conditioned on attending classes, completing the course work, and receiving a passing grade. Employees who do not satisfactorily complete the course will be required to reimburse the Town. For the Town's tuition reimbursement policy, *see* the Collective Bargaining Agreement.

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If education is required for continued employment, such as for a mandatory certification, then the time spent in class shall be treated the same as work hours.

Classes that may be paid for by the Town are:

- (1) Classes to maintain required certifications;
- (2) Classes specifically required by an employee's supervisor to expand skills or keep up with changes in the demands of the job; and
- (3) Education to improve an employee's general abilities related to job skills and requirements, including professional conferences.

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CHAPTER 7 Benefits

7.1. RETIREMENT BENEFITS - *Refer to Collective Bargaining Agreement*

7.2. DISABILITY BENEFITS (WORKERS COMPENSATION)

All employees are covered by the State Workers' Compensation (Industrial Insurance) 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 supervisor. Activities undertaken by employees outside their normal scope of work and/or workday may not be covered by the State Workers' Compensation Program.

When an employee is absent for one or more days due to an on-the-job accident, he or she is required to file a claim for Workers' Compensation. If the employee files a claim, the Town will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Workers' Compensation benefits.

7.2.1. Coordination of Benefits. When the employee receives Workers' Compensation benefits, he or she is required to repay the Town the amount covered by Workers' Compensation and previously advanced by the Town. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than they would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate prorated amount of sick leave shall be restored to the employee's account. Employees may supplement Workers' Compensation salary benefits by using accrued sick or other forms of leave to increase their Workers' Compensation disability payments up to an amount not to exceed their net pay if they were working their regular schedule.

7.2.2. Examination. 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 or she will be capable of performing the duties of the position.

7.3. HEALTH INSURANCE BENEFITS - *Refer to Collective Bargaining Agreement*

7.4. CONTINUATION OF INSURANCE COVERAGE

7.4.1 Leave of absence. Upon mutual agreement between employee and the Town, *This document is a policy only, is not a contract, and is not a promise of specific treatment in specific circumstances.*

and in accordance with the terms and the conditions of the Town's medical insurance policy, the Town may at its discretion continue health insurance coverage at the employee's expense during an approved unpaid leave of absence. The Consolidated Omnibus Budget Relocation Act of 1986 (COBRA) continuation rights may apply in the event coverage is not extended through the Town.

7.4.2 Workers' Compensation Leave. An employee receiving Workers' Compensation benefits continues to accrue vacation leave and sick leave, but not holidays or personal leave day credit, for up to three (3) months. The Town also continues to pay for the employer's portion of health insurance premiums, provided that the employee continues to pay their share of premiums, if any. After six (6) months, the employee's benefits shall cease unless the Town Administrator makes an exception. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time they receive Workers' Compensation benefits.

7.4.3 COBRA Rights. Upon an employee's termination from Town employment or upon an unpaid leave of absence, the employee may be eligible to continue Town health insurance benefits to the extent provided under the federal COBRA regulations. A small administrative handling fee over and above the cost of the insurance premium may be charged the employee or their dependents that elect to exercise their COBRA continuation rights.

7.4.4 Separation, Retirement, Leave of Absence. For eligible employees who separate from employment, retire or are on an approved leave of absence, the Town will pay the medical insurance premium for the first month the employee is leaving, provided the employee is on paid status for the first five (5) days of the month.

7.5. UNEMPLOYMENT COMPENSATION

Town employees may qualify for State Unemployment Compensation upon termination from employment, depending on the reason for termination and if certain qualifications are met.

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CHAPTER 8

Leaves

8.1. VACATION LEAVE - *Refer to Collective Bargaining Agreement*

8.2. SICK LEAVE - *Refer to Collective Bargaining Agreement*

When sick leave is exhausted, employees who use all of their accumulated sick leave and require more time off due to illness or injury may, with their Department Head's prior approval, use vacation, compensatory time, floating holiday, or leave without pay.

8.3. FAMILY CARE LEAVE

Due to its small size, the Town is not covered by the Washington Family Care Act or the federal Family and Medical Leave Act. Employees may use their choice of any accrued leave that they have available for their own use in order to care for a member of their Immediate Family, as described below. Leave such as vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave. An employee may be required to use any accrued paid leave before a leave without pay commences.

8.3.1. An employee may use available paid time off to care for his/her child where the child has a health condition requiring treatment or supervision, or where the child needs preventive care such as medical, dental, optical or immunization services.

8.3.2. An employee may use available paid time off when a spouse, sibling, domestic partner, parent, parent-in-law, grandchild or grandparent has a "serious" or emergency health condition; which are conditions:

- (a) Requiring an overnight stay in a hospital or other medical-care facility;
- (b) Resulting in a period of incapacity or treatment or recovery following inpatient care;
- (c) Involving continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or
- (d) Involving an emergency (i.e., demanding immediate action).

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8.3.3. Notification and return to work. A leave of absence shall be requested in writing and submitted to the Department Head thirty (30) days prior to the date on which the employee wishes to begin the leave; or as soon as the need for such leave is known, whichever occurs first. Authorization for and determination of applicability of accrued leave time or leave without pay to be used during a leave of absence will be made by the employee's Department Head and the Town Administrator, and communicated to the employee as soon as possible following receipt of the leave request. The employee shall also provide his/her supervisor with his/her intended date of return.

8.3.4. Confirmation requirement. The Town Administrator may require an employee requesting a leave of absence to provide confirmation from a health care provider of the need and probable duration of the leave requested. The confirmation must be provided to the Town Administrator within fifteen (15) days of the date that confirmation is requested by the Town. The Town reserves the right to obtain, at its expense, an opinion from a second health care provider of the Town's choosing.

8.3.5. Status reports while using leave of absence. The Town may require an employee using an approved leave to periodically report their status and intention to return to work. The Town may also require an employee to obtain additional, written medical certification for the need to continue the leave.

8.4. LEAVE OF ABSENCE WITHOUT PAY

8.4.1. The Town Administrator 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. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as a prolonged illness, parenting, caring for an ill relative, or pursuing an education.

8.4.2. Upon written request of the employee, and recommendation of the Department Head, the Town may grant a regular employee a leave of absence without pay. The request and the Department Head's written recommendation of such leave shall be entered in the employee's personnel file. No vacation, retirement or sick leave benefits shall accrue while an employee is on leave of absence without pay; moreover, the employee's employment anniversary date will be adjusted by the length of that portion of granted leave which is in excess of thirty (30) days. Such leaves shall not be granted for periods in excess of six (6) months, provided, however, an additional six (6) months may be granted if the purpose of the leave is for education or training which the Town believes will be beneficial to the Town as well as to the employee.

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8.4.3. During an approved leave of absence without pay, the employee shall continue membership in the health insurance program by paying each month's full premium costs in advance, subject to Section 7.4.2.

8.4.4. Upon returning from leave for a prolonged illness, an employee shall resume the same job or a similar job with at least the same pay if the employee can perform the full scope of duties.

8.5. JURY AND WITNESS LEAVE

8.5.1. Jury Duty. The Town provides all employees leave for jury duty service. The employee must provide his/her supervisor with a copy of the jury duty summons as soon as possible after receiving it. Regular full-time and part-time employees who have completed their trial period receive paid jury duty leave of up to two (2) weeks each time they are called for jury service. In general, if jury duty extends beyond two (2) weeks in any one instance, the additional leave will be unpaid. Exempt salaried employees who are asked to serve longer than two (2) weeks should contact the Town Administrator to discuss whether further paid leave will be provided. Upon completion of jury duty, the employee is required to provide their supervisor with proof of jury service.

8.5.2. Witness Duty: All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless the employee is a witness in a case involving the Town. For exempt salaried employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit.

8.6. ADMINISTRATIVE LEAVE

On a case-by-case basis, the Town may place an employee on administrative leave with pay for an indefinite period of time. Administrative leave may be used in the best interests of the Town (as determined by the Town Administrator) during the pendency of an investigation or other administrative proceeding.

8.7. MILITARY LEAVE

8.7.1. Military training leave. Employees who are members of the National Guard or Federal Reserve military units are entitled to paid leave for a period of up to twenty-one (21) working days per year, or any greater period required by law, for performing ordered active duty training. If the active duty training exceeds twenty-one (21) working days, the employee will take accrued compensatory time, available vacation, and leave without pay, in that order.

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8.7.2. Leave for active duty military service. Regular employees who are called to, or volunteer for, active duty military service in excess of their twenty-one (21) days will be placed on an indefinite unpaid leave of absence during the time the employee is on an active duty status with any branch of the United States Armed Forces or State militia. The employee may, at his or her option, use any or all of accrued vacation leave prior to moving to the unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the Town. The employee will not earn additional vacation or sick leave during the time of the unpaid leave, nor will he or she be entitled to health insurance benefits except as may be provided for under COBRA. Reinstatement following active duty will be in compliance with State and Federal laws at the time of the return to work.

8.8. LEAVE FOR SPOUSES OF MILITARY PERSONNEL

During a period of military conflict, an employee who is the spouse of a member of the Armed Forces, National Guard or Reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to up to fifteen (15) days of unpaid leave while his or her spouse is on leave from deployment, or before and up to deployment. The purpose of this leave is to comply with RCW Chapter 49.77 and to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave.

8.8.1. An employee who seeks to take family military leave must provide the Town with notice of his or her intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

8.8.2. An employee who takes leave under this section may elect to substitute eligible vacation or sick leave to which the employee may be entitled for any part of the leave under this section.

8.8.3. Upon return from leave, an employee is entitled to be restored to his or her position of employment or an equivalent position as if such leave had been taken pursuant to RCW 42.78.220. While on unpaid leave, employee shall continue, at the employee's expense, medical or dental insurance coverage, including any spouse and dependent coverage, in accordance with state or federal law. The premium to be paid by the employee shall not exceed one hundred two percent (102%) of the applicable premium for the leave period, as amended from time to time by RCW 49.77.030 and RCW 49.78.290.

8.9. DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE

8.9.1. This leave is available to employees who are victims of domestic violence, sexual assault, or stalking, as provided in RCW chapter 49.76. Employees who are victims of domestic violence, sexual assault, or stalking may take reasonable or intermittent leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. Employees who are family members of a victim may also take reasonable leave to help the victim obtain treatment or seek help. For definitions and further guidance regarding this type of leave, see RCW chapter 49.76. This section does not apply to temporary or seasonal employees.

An employee who is absent from work pursuant to this policy may elect to use his or her sick leave, vacation, compensatory time or unpaid leave time.

8.9.2. Notice requirements. As a requirement of taking leave under this section, an employee shall give the Town advance notice of the intention to take the leave. When advance notice cannot be given due to an emergency or unforeseen circumstance, the employee or his or her designee must give notice to the Town no later than the end of the first day that the employee takes such leave.

8.9.3. Verification. The Town may require that the request for leave be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking and that the leave taken was for one of the purposes described in this section. An employee may provide one or more of the following:

- A police report indicating the employee or employee's family member was a victim;
- A court order providing protection to the victim;
- Documentation from a healthcare provider, advocate, clergy, or attorney; or
- An employee's written statement that the employee or employee's family member is a victim and needs assistance. Family relationship may be determined by birth certificate, court document, or other similar record or a statement from the employee.

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The need for the leave is confidential and will only be released with the employee's consent, by court or administrative agency order, or as otherwise required by law.

8.9.4. Continuation of position; benefits. To the extent required by law, RCW 49.76.050, the Town will maintain the employee in the position of employment held prior to taking leave, or restore the employee to an equivalent position. The Town will maintain coverage under its health insurance plan for an employee who takes leave under this policy.

8.10. BEREAVEMENT LEAVE - *Refer to Collective Bargaining Agreement*

8.11. SHARED LEAVE PROGRAM

The Town Administrator may authorize employees to donate their accrued vacation leave to another Town employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate their employment. Shared leave will be used only after the recipient has exhausted all forms of his or her paid leave. The following conditions apply:

8.11.1. Qualified Recipients. An employee may apply for shared leave if he or she has: 1) completed his or her initial trial period and is a regular status employee; 2) exhausted all his or her accumulated vacation leave, sick leave, personal leave day, and compensatory time; and 3) is not eligible for worker's compensation benefits.

8.11.2. Qualified Donors. To be eligible to donate vacation leave, the employee who donates leave must have at least ten (10) days of accrued vacation leave. In no event shall a leave transfer result in the donor employee reducing their vacation leave balance to less than ten (10) days. Transfer of leave will be in increments of one (1) day of leave. All donations of leave are strictly voluntary.

8.11.3. Parameters. Total shared leave is available for a maximum of six (6) weeks (240 hours) per twelve (12) month period. An appropriate pro-rata for part-time employees is available.

Once leave has been donated and forwarded to the Payroll Clerk, it cannot be returned to the donor. Donated vacation leave is credited as sick leave to the recipient employee. Shared leave will be donated on an hour for hour basis. For example: an employee donates eight (8) hours of vacation leave, the recipient employee receives eight (8) hours of sick leave.

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Donated leave to a qualified recipient may be terminated under any of the following conditions/circumstances:

- After use of 240, or pro-rata, hours of leave;
- Upon the physician's release to work whether regular or light duty; or
- Upon eligibility for disability insurance benefits or retirement.

Requests for contributions of leave shall be submitted in writing to the Town Administrator or designee with a copy provided to the Department Head. The request for approval must be accompanied by acceptable medical verification from a licensed physician, submitted by the employee or designee. This must include the diagnosis by the physician(s), a description of the reasons the employee is unable to perform the duties of their position, and the physician's prognosis and expectation of return to work. Employees who are on approved shared leave and whose medical condition improves sufficiently to return to work, whether regular or light duty, shall immediately notify their supervisor.

If an employee has abused the opportunity or falsified information, or was otherwise not eligible for the leave, the employee shall be subject to disciplinary action. Employees who fail to advise the department of the physician's release to return to work in a timely manner shall be not be credited monthly sick leave accrual until excess leave is reimbursed and shall be subject to disciplinary action.

The Town Administrator or Payroll Officers will post the request for Shared Leave. Employees should not solicit other employees for such leave.

The Town Administrator, whose decision shall be final, will review any dispute arising over the Shared Leave Program.

8.12. HOLIDAYS - *Refer to Collective Bargaining Agreement*

8.13. PERSONAL LEAVE DAY - *Refer to Collective Bargaining Agreement*

8.14. UNPAID LEAVE FOR REASONS OF FAITH OR CONSCIENCE

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. *See RCW 1.16.050.*

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her Department Head. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to

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maintain public safety. The term "undue hardship" is set forth by the state Office of Financial Management in WAC 82-56-010.

An employee should submit a written request for an unpaid holiday to his or her Department Head at least ten (10) days prior to the requested day. Approval of the unpaid holiday shall not be approved until the Department Head or the Town Administrator authorizes it in writing. The Department Head or Town Administrator will evaluate requests by considering 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."

The two (2) unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

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CHAPTER 9

Employee Responsibilities and Conduct

9.1. GENERAL CODE OF CONDUCT

All Town employees are expected to represent the Town to the public in a professional manner that is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position.

Since the proper working relationship between employees and the Town depends on each employee's on-going 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 the public and fellow employees; adherence to Town guidelines, procedures, safety rules and safe work practices; compliance with directions from supervisors; preservation and protection of the Town's equipment, grounds, facilities and resources; and the provision of orderly and cost efficient services to its citizens.

The Town is a relatively small organization. To function as efficiently as possible employees may be asked to perform seemingly "menial" duties outside their regular assignments. It is no reflection on one's worth to the Town, but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the Town also reserves the right to change work conditions and the duties originally assigned. If these arrangements become necessary, the Town expects the employee's best cooperation.

Disciplinary action is not primarily intended to be punitive, but rather to maintain the efficiency of day to day operations in keeping with sound principles of human relations in the Town's service.

9.2. OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

The position all regular employees hold with the Town is viewed by the Town as the employee's primary job. Due to the high standards and the emergency service expectations of the public for all Town employees, all outside employment shall be approved in advance by the Town Administrator or the Mayor.

9.2.1. Outside employment. Employees may engage in another job outside their Town employment as long as it does not conflict with the best interests of the Town or interfere with the employee's ability to perform his/her Town job. Specifically, outside activities may not:

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- (a) Interfere with Town job responsibilities as described in the employee's job description and as assigned by the employee's supervisor(s);
- (b) Be conducted during the employee's work hours;
- (c) Utilize Town telephones, computers, supplies, or any other Town resources, facilities or equipment;
- (d) Include employment with a firm which has contracts with or does business with the Town, unless the employee's work is not related to and does not influence the Town's contracts or business with the employer;
- (e) Involve service in a decision making or recommending capacity with a public, private, or non-profit agency that solicits funds from the Town and where the employee has a role in the Town to influence such actions; or
- (f) Be reasonably perceived by members of the public as a conflict of interest or otherwise be a discredit to public service.

9.2.2. Conflicts of Interest. No employee, elected official, board or commission member, or authorized volunteer of the Town shall use his/her position for personal gain. They shall avoid conflicts of interest or the appearance of conflicts of interest.

9.3. GIFTS AND GRATUITIES

No Town employee shall solicit or receive a gift, loan, favor, entertainment, or other thing of monetary value if it is or it appears to be solicited, received, or given with the intent to give or to obtain special consideration or influence to any job-related action by the employee. However, this policy shall not prohibit:

- (1) Attendance at a hosted meal provided in conjunction with a seminar, conference, or banquet that relates directly to the Town's business or is attended as a staff representative;
- (2) An award publicly presented in recognition of public service;
- (3) An occasional non-monetary gift (such as fruit and candy given to the Town) having a monetary value of \$50.00 or less when the gift is offered without obligation or the appearance of obligation. Such a gift may be accepted if made available to employees and to the public alike; or

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- (4) Any gift which would have been offered or given to the employee, regardless of employee's employment with the Town.

9.4. CHILDREN / ANIMALS AT WORK

Childcare is the responsibility of each individual employee. The Town of Friday Harbor does not provide for childcare, and outside of the normal daily contact, employees are not allowed to conduct childcare while on Town business.

Animals, including pets, are prohibited at work inclusive of Town facilities, vehicles, and equipment.

9.5. PERSONAL PHONE CALLS

Employees are not permitted to make extended personal calls or personal long distance phone calls while working on Town time or equipment. However, if Town business creates an unforeseeable need for the employee to work late, a brief long distance personal call is permitted for the purpose of notifying family members. Town phones, including cell phones may be used for emergency situations.

Employees driving and using cell phones while on Town business must pull over and reply to calls or make calls, or use a hands free device while driving. Washington State has a hands free law which prohibits the use of wireless devices, such as cell phones, being held to the ear while driving. Text messaging and other forms of messaging, such as e-mail, are also strictly prohibited while driving. Violations of this Section may be grounds for discipline up to and including termination.

9.6. SOLICITATIONS

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

- 9.6.1. Persons not employed by the Town may not solicit, survey, petition, or distribute literature on Town premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor. Exceptions to this rule may be made in special circumstances where the Town determines that an exception would serve the best interests of the organization and our employees. An example of an exception might be the United Way campaign or a similar, community-based fund raising effort.

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9.6.2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas. Employee lunchroom areas are considered a non-work area under this policy.

9.7. REPORTING IMPROPER GOVERNMENTAL ACTION

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

9.7.2. Improper Governmental Action. Any action by a Town officer or employee is considered an improper government action when it is:

- (1) Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
- (2) In violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.

9.7.3 Definitions.

(1) "Improper governmental action" does not include personnel actions (hiring, firing, complaints, promotions, and reassignment, for example). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

(2) "Retaliatory Action" means: (a) any adverse change in an employee's employment status, or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action; or (b) hostile actions by another employee towards an employee that were encouraged by a supervisor or senior manager or official.

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- (3) "Employee," for the purpose of this section only, means any person appointed to a position with the Town under any provision of the personnel ordinance of the Town whether part-time or full-time, temporary or contract hire.

9.7.4 Procedure for Reporting Improper Governmental Action. Town employees who become aware of improper governmental action should follow this procedure:

- (1) Bring the matter to the attention of his/her supervisor, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as the employee becomes aware of the improper action.
- (2) Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the Mayor or the Town Administrator.
- (3) The Mayor or Town Administrator or their designee, as the case may be, shall promptly investigate the report of improper governmental action. After the investigation is complete, the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

An employee may report information about improper governmental action directly to the appropriate government agency responsible for investigating the improper action if: (1) in the case of an emergency where the employee reasonably believes that damage to persons or property may result if action is not taken immediately; or (2) the employee reasonably believes that an adequate investigation was not undertaken by the Town to determine whether an improper governmental action occurred, or that insufficient action has been taken by the Town to address the improper governmental action, or that for other reasons the improper governmental action is likely to recur.

Employees who fail to make a good-faith attempt to follow the Town's procedures in reporting improper governmental action shall not receive the retaliation protections provided by the Town in these procedures and pursuant to RCW 42.41.030.

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9.7.5 Protection Against Retaliation. It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper government action should report their concerns to the Mayor or, if the Mayor is the basis of the complaint, to the Mayor Pro Tem.

9.8. POLITICAL ACTIVITIES

Town employees may participate in political or partisan activities of their choosing provided that Town resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions.

Employees may not campaign on Town time or in a Town uniform or while representing the Town in any way. Employees may not allow others to use Town facilities or funds for political activities.

Any Town employee who meets with or may be observed by the public or otherwise represents the Town to the public while performing their regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit on Town property or Town time for a contribution for a partisan political cause.

An employee shall not hold an appointed or an elected public office of the Town when the holding of such office is incompatible with or substantially interferes with the official duties of the employee's job.

Except as noted in this policy and as authorized by law, Town employees may fully exercise their constitutional First Amendment rights.

9.9. 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. Pursuant to state law, smoking is only allowed outside at least twenty-five (25) feet from building entrances and exits, windows that open, and ventilation intakes. Smokers have a special obligation to keep smoking areas litter-free and to not abuse break and work rules.

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9.10. PERSONAL POSSESSIONS

In some cases, the Town has furnished desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. The Town does not, however, assume responsibility for any theft or damage to the personal belongings of employees.

9.11. ELECTRONIC COMMUNICATION AND TECHNOLOGY

The Town provides a communications network capable of electronic mail (E-mail) and Internet access, telephone and voicemail, facsimile machines, cellular telephones and personal digital assistants, and other electronic communications devices (collectively referred as the Town's Technology Resources) to employees to assist in and facilitate legitimate business and communications. The primary purpose of the Town's network and systems is to provide service to the public and is to be used primarily for the Town's business. It is the policy of the Town to maximize cost effective use of computer systems as a means of improving productivity. Incidental de minimus personal use of the Town's Technology Resources by employees is permitted if accomplished in compliance with the provisions of the policy set forth here below.

9.11.1. No expectation of privacy. By using the Town's Technology Resources, employees acknowledge and agree that they have no expectation of privacy or confidentiality in their use of these systems or in any data that they create, store, or transmit on or over the systems, including any data created, stored, or transmitted during an employee's incidental personal use of the Technology Resources as permitted under this policy. Employees further agree that they are aware of, understand and will comply with the provisions of this policy, and that their use of Technology Resources can and will be monitored and any data that they create, store, or transmit on or over the Town's systems may be inspected by persons duly authorized by the Mayor or the Town Administrator, including the employee's Department Head and the Town's Systems Administrator, at any time.

Employees should understand that certain email messages, other electronic communications, and documents created on the Town's computer systems may be considered a public record subject to disclosure and/or subject to discovery in the event of litigation. Even if such communications or documents are not considered a public record they are subject to search and review by the Town to ensure that they are not public records and/or to confirm that employee is appropriately using the Town's resources.

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- 9.11.2. Standardized software and hardware. The Town has established standard software and hardware for commonly used applications. The use of unauthorized, non-standard software and hardware, including personally owned software and hardware, on Town computer systems without approval of the Town Administrator is prohibited.
- 9.11.3. Installation of software and hardware. Improper installation of software or hardware can damage a computer system, cause malfunction, or conflict with IT configuration. All standardized software and hardware is to be installed by the IT Department. Specialized software and hardware technologies exclusive to individual departments may be managed within the appropriate department, in coordination with the IT Department. Any moving, relocation, or rearranging of computer software or hardware should also be coordinated with the IT Department.
- 9.11.4. Ownership and confidentiality. All software programs, applications, templates, data, data files, and web pages residing on the Town's computer systems or storage media, or developed on Town computer systems, are property of the Town. The Town retains the right to access, copy, modify, destroy or delete this property. Data files containing confidential or sensitive data should be treated accordingly and should not be removed from the workplace without proper authorization from the Town Administrator or designee.
- 9.11.5. Acceptable use of the Town's technology resources. The Town's Technology Resources are to be used by employees or authorized volunteers for Town business. Incidental de minimus personal use may be permitted where, in the judgment of the employee's supervisor or department head, such use does not interfere with employee or department productivity, nor distract/take time away from the worker or co-worker assigned work. Generally , incidental de minimus personal use means:
- (1) It is occasional and of short duration;
 - (2) It is done on an employee's personal time, such as on a lunch break;
 - (3) It does not interfere with job responsibilities;
 - (4) It does not result in any expense to the Town;
 - (5) It does not solicit for or promote commercial ventures;
 - (6) It does not utilize excessive network resources; and
 - (7) It does not constitute any prohibited use, as discussed below.

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- 9.11.6. Prohibited uses of the Town's technology resources. Use of the Town's Technology Resources to engage in any communication that violates federal, state, or local laws or regulations, or any Town policy, is strictly prohibited at all times. In addition, the following uses of the Town's Technology Resources are inappropriate and are prohibited at all times, unless specifically exempted below:
- (a) Personal commercial use (benefitting an employee's outside employment or commercial business);
 - (b) Accessing, receiving, or sending pornographic, sexually explicit or indecent materials, including materials of an unreasonably offensive nature;
 - (c) Usage for any type of unlawful harassment or discrimination, including the transmission of obscene or harassing messages to any individual or group because of their sex, race, religion, or sexual orientation, national origin, age, disability, or other protected status;
 - (d) Gambling;
 - (e) Usage for recreational purposes including the loading of computer games or playing online games;
 - (f) Usage that precludes or hampers the Town's network performance; such as viewing or listening to streaming audio and/or video (unless for Town business, such as for online training);
 - (g) Unauthorized copying or downloading of copyrighted material;
 - (h) Usage that violates software license agreements;
 - (i) Downloading of software programs (unless specifically approved by the Town Systems Administrator);
 - (j) Usage for political purposes, including but not limited to partisan campaigning;
 - (k) Sending anonymous messages and/or misrepresenting an employee's name, position or job description;
 - (l) Deliberately propagating any virus, worm, Trojan horse, malware, spyware, or other code or file designed to disrupts, disable, impair or harm either the Town's network systems or those of any other individual or entity;
 - (m) Use of abusive, profane, threatening, racist, sexist or otherwise objectionable language in either public or private messages;
 - (n) Use of Technology Resources in an excessive manner so as to deprive others of system use or resources, including the sending of bulk email other than official Town's business or forwarding "chain letter" emails of any kind;
 - (o) Connecting to the Town network, or any specific software package utilizing somebody else's security identification login information to gain alternate security permissions;
 - (p) Any personal use, even if incidental, that results in expense to the Town.

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Any employee who violates these policies may be subject to disciplinary action up to and including termination. In addition, employees may be held personally liable for damages incurred as a result of copyright and licensing requirements.

9.11.7. Records retention. Employees and the Town have the obligation to maintain all electronic files and records in the same manner in which paper records are to be maintained in accordance with the State archivist records retention schedule. Employees may inquire with the Town's Payroll Officer regarding the length of time for retention of any Town record.

Additionally, in compliance with the state Public Records Act, copies of electronic files must be maintained in their original electronic format, in a manner that preserves the data inside the file, including the metadata. If an employee has questions about this, the employee should contact the Systems Administrator.

9.12. WIRELESS COMMUNICATION DEVICES

In addition to the above policy regarding electronic communications and technology, the Town benefits from cellular phone and other wireless communication device technologies and service plans, excluding Wi-Fi routers and local area network devices ("wireless devices"), which allow the Town to contact employees in remote locations for emergency and other work-related purposes, and allow employees efficient use of Town resources. The purpose of this Policy is to outline criteria for the purchase and use of wireless devices by Town employees, and to establish guidelines for reimbursement by employees for limited personal use of wireless devices provided by the Town.

It is the policy of the Town of Friday Harbor to provide employees with efficient, cost effective wireless devices. The purchase and use of wireless devices shall be limited to the requirements and specifications contained in this guideline. The policies and procedures of this guideline apply to all Town departments.

The acquisition of wireless devices shall be limited to those instances in which there is a need for such devices to perform essential Town business or to improve safety, increase productivity, or increase service to the public, or where necessary communications cannot be provided by any other means. The purchase of wireless devices shall be subject to approval by the Town Administrator and will be processed through the Communications Coordinator.

9.12.1. Communications Coordinator. The Town Administrator shall designate a Communications Coordinator for oversight of all Town wireless devices and related service plans.

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The Communications Coordinator shall assign each wireless device to one specific individual employee or officer of the Town, the "Assigned User," and shall ensure appropriate controls are in place for checkout, return, security, and maintenance of the equipment.

The Communications Coordinator will insure that all Assigned Users have read and signed the Assignment of Wireless Device form.

It is the responsibility of the Communications Coordinator to provide for a routine audit or examination of the wireless service provider's billing detail to ensure appropriate use of such equipment.

The Communications Coordinator will work with the Department Heads, the Administrator and/or the Town Finance Officer to review or audit Assigned Users' use of wireless devices, as appropriate, to ensure that: (1) as technology and work functions evolve, the service plans to which the Town subscribes are appropriate for the Town's business needs; (2) Town monies and resources are being appropriately spent or used on wireless devices and service plans, in compliance with applicable laws and regulations; and (3) Assigned Users are appropriately using wireless devices and service plans in accordance with this policy.

9.12.2. Assigned User. Only Town officials and/or employees shall be authorized to use Town-owned wireless devices.

The cell phone or wireless device is the responsibility of the Assigned User. Only the Assigned User may use the device that has been assigned to him or her. The wireless device is to be used for calls and communication, including voice and text, which pertain only to Town business.

Wireless devices cannot be transferred between Town employees. All wireless device assignments must be authorized by the Communications Coordinator.

In the event the Assigned User fails to comply with any part of this policy, the Communications Coordinator may remove the Assigned User's wireless device for any period of time, and the Assigned User may be subject to disciplinary action up to and including termination.

9.12.3. Use of Town Cell Phones or Electronic Devices. Use of wireless devices shall be authorized only when there is a demonstrated need for use of the device for the purposes stated above in this policy. Assigned Users shall use a wireless device for the conduct of Town business only. The Town does not currently have a service plan that includes text messaging, and so Assigned Users shall not use text messaging as an authorized way to communicate on a wireless device.

All Town-provided wireless devices are a public resource and therefore shall be used only for conducting Town related business, when no other immediate means of communication is available, or for de minimus personal use. Tracking personal use on a wireless device uses precious Town time and resources; therefore even de minimus personal use is discouraged. The Assigned User understands that in order for the Town to determine appropriate use by the Assigned User the Town must periodically audit the Assigned User's records of use by reviewing information and records on the wireless device or from the service provider.

Wireless devices should not be used when a less costly alternative is safe, convenient, and readily available.

The wireless device and all of its parts, and the service plan assigned to the device, are public property owned or operated by the Town. The Assigned User may not use the wireless device, or use or remove any of its parts (including the SIM card or memory card), or its service plan, for a use other than its authorized, work-related purpose.

Reasonable precautions should be made to prevent loss, theft or vandalism of any wireless device. In the event that a wireless device is lost, stolen, or vandalized, the Assigned User should notify the Communications Coordinator immediately. If the wireless device is lost due to an employee's failure to use reasonable precautions, the Town may require the Assigned User to reimburse the Town for the reasonable cost to replace the device.

9.12.4. No right to privacy. The wireless device is a public resource. As with Town computers and other Town telephones, the Assigned User does not have a right to privacy in any information stored on the device or stored by the third party service provider. The Town will periodically review or audit information used or stored on the wireless device, or stored by the service provider. The Town considers all information, including voice and text messages, as "public records" under the State of Washington's public records laws. The Assigned User's records may be disclosed to the public if so requested unless a specific exemption applies.

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The Assigned User must exercise discretion as to who has access to the cellular telephone or other contact numbers or addresses. Cellular and wireless transmissions are not secure. Employees should use discretion in relaying confidential information.

- 9.12.5. Reimbursement for Personal Use. Employees shall reimburse the Town for personal use of a wireless device, including incoming or outgoing voice or text use, when such use causes the Town to be charged any amount over the Town's service plan for the Assigned User's wireless device ("overage charges"). In the event the Town incurs overage charges due to the Assigned User's personal use, the Assigned User shall reimburse the Town the actual or reasonably estimated overage charges that were caused by such personal use. The Assigned User understands that in order for the Town to assess appropriate use of the wireless device, the Town must audit the records of such use.

Personal cellular telephone charges will be reimbursed at the per minute rate the Town pays for minutes billable to the telephone in excess of the "free time." This reimbursement shall apply to all personal calls within or outside the "free time" range. Long distance and roaming charges will be reimbursed at the rate identified on the billing detail.

The Communications Coordinator or designee will notify the Assigned User of the amount due and payable directly to the service provider or will invoice the employee for such personal use. Failure of the employee to reimburse the Town within twenty (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.

9.13. USE OF TOWN VEHICLES AND EQUIPMENT - *Refer to Collective Bargaining Agreement*

Town equipment, including vehicles, should be used by employees for Town business only. An employee's misuse of Town services, telephones, vehicles, equipment or supplies can result in disciplinary action.

9.14. CONTACT WITH THE NEWS MEDIA

The Town Administrator or designated Department Heads shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Town Administrator or Department Head may designate specific employees to give out procedural, factual or historical information on particular subjects.

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9.15. SEAT BELT POLICY

Pursuant to Washington law, anyone operating or riding in Town owned vehicles must wear a seat belt at all times.

9.16. DRIVER'S LICENSE REQUIREMENTS

As part of the requirement 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 their supervisor and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to their supervisor. In addition, the Town may require employees and volunteers in certain positions to undergo a Department of Licensing driving record check once per year, typically on their annual performance review date. Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including discharge.

9.17. SAFETY/SECURITY

The safety of each employee, co-worker, volunteer and the public is the primary responsibility of each employee. Every employee is responsible for maintaining a safe work environment and following the Town's safety policies. 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.

Endangerment of other employees or the public may result in immediate non-disciplinary suspension or disciplinary action up to and including discharge.

Employees assigned or provided safety clothing or equipment are required to wear or utilize that clothing or equipment. Failure to do so may result in disciplinary action up to and including termination.

In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their supervisor, Department Head or the Town Administrator.

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. The only exception to this rule involves law enforcement positions for which the job requires possession of dangerous weapons. The Town retains the right to inspect employees' lockers, work areas, desks, persons, packages, computers and other work equipment and tools when it has concern regarding the safety and/or security of its employees and citizens and of the information for which it is responsible.

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An employee who, in the course of Town business, is operating machinery with exposed moving parts or motor vehicle(s) and who must use a prescription drug that causes adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their supervisor that they are taking such medication according to the advice of a physician. Such employees are responsible for informing their supervisor of the possible effects of the drug on their performance and the expected duration of its use. If the prescription drug could cause production of safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee to different duties, if available.

The Safety Committee of the Town will function in accordance with state and federal laws and will maintain direct communication with management in all areas of safety and, in particular, with employee and supervisory safety training programs and establishment and maintenance of an anonymous safety suggestion program.

Since being exposed to a bloodborne pathogen may lead to sicknesses such as hepatitis, AIDS, or malaria, and since the Town wants to assure its employees of a safe and healthy work environment, it is the policy of the Town to comply with all statutory obligations for the prevention of exposure to bloodborne pathogens.

9.18. ALCOHOL AND DRUG FREE WORKPLACE

The Town is committed to providing and maintaining a safe and productive work environment free from the effects of drugs, alcohol and other job impairing substances. It is primarily concerned with the well-being of employees and the public they serve. The Town is committed to a drug-free workplace, and we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation. All represented Town employees are subject to the policies stated in this section.

Although the decision to seek diagnosis and accept treatment may be voluntary, the Town is fully committed to helping employees overcome substance abuse through its available resources. In most cases the expense of treatment may be fully or partially covered by the Town's benefit program, or may be paid by the employee. The Town Administrator or designee can provide more information on available benefits. In recognition of the sensitive nature of these matters, all discussions will be kept confidential, to the extent allowed by law. Employees who seek advice or treatment will not be subject to retaliation or discrimination. Employees who refuse to seek treatment when requested by the proper Town authority are subject to disciplinary action for their actions or inactions.

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9.18.1. Use of medication. An individual taking prescription or non-prescription medication that may affect the employee's ability to work or may affect the safety of the employee, co-workers or the public is required to notify his or her supervisor prior to the commencement of work. The supervisor will make a determination whether it is in the best interests of the individual and the Town for the individual to work, not work, or be reassigned during the period of medication.

9.18.2. Use of marijuana.

- (a) Medical marijuana. The Town recognizes that the State of Washington has authorized the use of Medical Marijuana, but that federal authorities still consider the use of marijuana illegal. An employee who has been prescribed or uses marijuana in accordance with a prescription in compliance with the laws of Washington State shall notify the Town within twenty-four (24) hours of receipt of the prescription. The Town will determine if the individual's job functions will be impaired by the use of marijuana pursuant to the employee's prescription. If necessary and at the Town Administrator's discretion, the Town may ask for an assessment from the employee's physician or an independent medical examiner.

If the Town determines that the individual's particular job cannot safely be accomplished or that in the Town's opinion the individual cannot accomplish his or her job functions under the influence of marijuana, then the Town may remove, preclude the employee from work or reassign the individual for the period of medication.

As with the use and possession of alcohol, the Town does not allow the recreational use of marijuana while performing any job duties or allow any amount of marijuana to be stored on Town premises or carried by an individual while on the job or on Town premises.

- (b) Recreational marijuana. The use of marijuana for recreational purposes, while performing Town functions or on Town property is prohibited in the same manner as alcohol use. Recreational marijuana falls under the category of prohibited "drugs, alcohol or controlled substances" while on the job.

9.18.3. When Job Performance is Affected. Although the Town is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he or she is under the influence of drugs and/or alcohol on the job. The Town may discipline or terminate an employee possessing, consuming, selling or using alcohol, or

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controlled substances during work hours. The Town may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or controlled substances. An employee may be required to submit to alcohol or controlled substance testing when the Town has reasonable suspicion that the employee is under the influence of controlled substances or alcohol. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination. Employees must notify the Town Administrator within five (5) days of any conviction for a drug violation in the workplace.

9.18.4. Operators of Commercial Motor Vehicles. Town employees who hold commercial driver's licenses (CDLs) and who operate commercial motor vehicles while employed by the Town are subject to additional rules and regulations imposed by the federal government. These regulations require urine drug testing and alcohol breath testing in the following circumstances:

- (1) Reasonable suspicion;
- (2) Post-accident;
- (3) Return to duty testing; and
- (4) Random testing.

CDL holders who test positive must be removed from service and are subject to disciplinary action.

9.18.5. Drug Free Workplace. To comply with the requirements of the federal Drug-Free Workplace Act, the Town adopts the following policies:

- The manufacturing, distribution, dispensation, possession and use of illegal drugs or alcohol, except as prescribed by a physician, on Town premises or during work hours by Town employees or volunteers is strictly prohibited. This prohibition includes the recreational use and possession of alcohol and marijuana while on Town premises and/or performing work duties for the Town.
- Employees/volunteers must notify the Town within five (5) days of any conviction for a drug violation.
- Violation of this policy can result in disciplinary action, up to and including discharge. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.
- Illegal drug use, e.g., use of any drug that is prohibited by state or federal law, at any time may be subject to discipline or termination.

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9.18.6. Drug or Alcohol Testing. The Town may require an employee to undergo testing for drugs or alcohol when it has reasonable cause or suspicion to believe an employee may be in violation of its drug-free workplace policy, and for CDL holders, as provided for in this policy.

A determination shall be made as to whether or not the employee's behavior is impaired to the point of being unable to perform his/her duties effectively and safely. The employee may be relieved of his or her duties and placed on a leave of absence with pay until a clear determination can be made as to the abuse or non-abuse of drugs or alcohol.

(a) Reasonable suspicion. When the Administrator has reasonable suspicion to believe an employee may be in violation of this policy, the Administrator may require the employee to undergo drug or alcohol testing, and/or take action up to and including termination. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his or her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- (1) Accident(s) involving Town vehicles or property and/or damage to private property during an employee's work;
- (2) Slurred speech;
- (3) Alcohol odor on breath;
- (4) Unsteady walking and movement;
- (5) Physical altercation(s);
- (6) Verbal altercation(s);
- (7) Unusual behavior;
- (8) Possession of alcohol or drugs; and/or
- (9) Information obtained from a reliable person with personal knowledge.

The Town Administrator or designee should document in writing the facts constituting reasonable suspicion. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the Town Administrator or designee should arrange for the employee to be safely transported home.

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The Town Administrator or designee should not physically search the person of employees, or the personal possessions of employees without the freely given written consent of, and in the presence of, the employee. The Town Administrator or designee should notify law enforcement where, in the Town Administrator's discretion, this policy may require action by law enforcement, including search of the employee's person or property.

- (b) Drug or alcohol testing. If it is concluded that there is reasonable cause to believe that drug or alcohol consumption is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered in compliance with applicable standards. For CDL holders, such tests shall be administered in compliance with applicable state and federal standards.

A preliminary statement as to the reasons for the suspicion shall be given to the employee immediately upon notification of any drug or alcohol testing and written correspondence shall be provided within two (2) business days outlining the circumstances and conditions of such determination.

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees. The results of the tests shall be kept confidential, to the extent allowed by law.

Failure of an employee to take the test(s) may be cause for disciplinary action. The test(s) must be conducted within a reasonable time period after the observation of the problem behavior.

CHAPTER 10

Discipline and Terminations

10.1. GUIDELINES FOR APPROPRIATE CONDUCT

As public employees we are responsible to the public and held to a high standard of performance in order to maintain the public trust. In pursuing the Town's goal of excellence in Town service, we expect excellence from each of our employees while striving to make this an enjoyable and a rewarding place to work.

The following are examples of inappropriate work behavior that may result in discipline up to and including termination:

- (1) Being on the job in possession of, or involved in the distribution, sale, transfer or use of, alcohol, narcotics, other controlled substances; or non-prescribed use of otherwise lawful prescription drugs;
- (2) Violation of a lawful duty, falsification of records, or making a false claim on the Town's funds;
- (3) Insubordination or other disrespectful conduct; failure to carry out lawful work-related instructions given by a supervisor;
- (4) Sexual harassment or other unlawful harassment of another employee, member of the public, volunteer, vendor or contractor;
- (5) Excessive or unexcused absences or tardiness for any reason, including habitual lateness for work, and/or failure to report absences or tardiness to supervisor;
- (6) Fighting or threatening violence in the workplace or causing disharmony in the workplace;
- (7) Acceptance of fees, gratuities or other valuable items from a third party in the performance of the employee's official duties for the Town;
- (8) Violation of duties or rules in these personnel guidelines, or any other Town rule or administrative order;
- (9) Theft of Town property or inappropriate or unauthorized removal of Town property;

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- (10) Dishonesty including lying or not telling the truth to a supervisor or Town management about a work-related matter;
- (11) Boisterous or disruptive activity in the workplace;
- (12) Negligence or improper conduct leading to damage of Town property;
- (13) Violation of safety rules or endangerment of the safety of the individual, co-workers or the public while in the performance of Town duties;
- (14) Possession of dangerous or unauthorized materials in the workplace;
- (15) Unauthorized disclosure of confidential information;
- (16) Failure to report immediately to supervisor any accident or injury which occurs on the job;
- (17) Misuse the Town's communication systems including email, computers, internet access, cellphones or other Town equipment or vehicles;
- (18) Use of Town property, position, or time for personal gain;
- (19) Intentional falsification of any application for employment to the Town, any report, timesheets, medical reports, expense accounts, and other Town records; or
- (20) Loafing or wasting time during regular work hours; sleeping on the job.

This list contains examples only and is not exhaustive. While the Town management generally believes in progressive discipline, which calls for appropriate discipline in appropriate circumstances, the Town reserves the right to review each situation independently and to make a decision on what it deems to be appropriate discipline in all cases, up to and including termination.

10.2. DISCIPLINE PROCEDURES

The Town's discipline procedure is intended to give employees advance notice, whenever possible, of problems with their conduct or performance so they have an opportunity to improve. Based on the seriousness or other circumstances of the situation, however, discipline may begin at any level, may skip steps, and/or may repeat any steps as appropriate. The Town may determine immediate termination is the appropriate, first-and-only step to be taken.

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- 10.2.1. Verbal Warning. With the exception of offenses requiring more stringent action, the supervisor will discuss behavior and performance problems with the employee on an informal basis. This gives the employee the opportunity to make changes and to avoid proceeding to the formal discipline steps below. Such discussions may be temporarily documented in the supervisor's file, but not in the employee's personnel file. Repeated verbal warnings will result in a written warning.
- 10.2.2. Written warning. A formal written disciplinary action is for misconduct, inadequate performance, or repeated lesser infractions. Written warnings are placed in the employee's personnel file. The written warning shall include the nature of the infraction and what the employee needs to do to correct the conduct or to improve performance, and shall make clear what further disciplinary action would follow if the incident happens again or improvement does not occur within a specified time period.
- 10.2.3. Investigative or non-disciplinary suspension. The Town Administrator may place an employee on paid suspension pending the outcome of a workplace investigation undertaken by the Director or designee due to an employee's conduct or when, at the Administrator's or Mayor's discretion, such suspension is necessary for safety or other reasons. Based on the outcome of the investigation, further action may or may not be taken.
- 10.2.4. Unpaid Suspension. A temporary, unpaid absence from duty may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action that is made part of the employee's permanent record, and is different from a suspension pending an investigation.
- 10.2.5. Discharge/Termination. An employee may be terminated from Town employment for a serious offense when the progressive steps above do not result in corrected behavior or improved work performance, or when the offense is such that the Town determines immediate termination is appropriate, for example:
- (1) During or at the end of the employee's trial period;
 - (2) As a result of disciplinary action; or
 - (3) Unsatisfactory job performance, including but not limited to inappropriate conduct in violation of the Town's personnel rules; documented loss of skills, certifications, or other conditions which would make the employee unable to satisfactorily perform the job or unfit for service; or other matters within the Town's discretion; or

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- (4) Other reasons as set forth in these personnel policies or the Collective Bargaining Agreement.

10.3. RESIGNATION

For continuity of service and planning purposes, employees are requested to provide at least two weeks' notice prior to resigning. The Town expects the Town Administrator, Finance Officer, and Department Heads to provide four weeks' notice of resignation. Failure to provide appropriate notice may result in ineligibility for re-hire and a resignation not in good standing.

10.4. LAYOFF - *Refer to Collective Bargaining Agreement*

10.5. MEDICAL REASONS

If the employee has a physical or mental impairment that prevents him or her from performing the required duties of the employee's position and the employee cannot be reasonably accommodated, as provided by applicable laws, the employee or the Town may institute termination for medical reasons. The Town shall comply with applicable laws regarding reasonable accommodation, including the Americans with Disabilities Act and Washington's laws against discrimination.

The Town may require a medical examination, at its expense, performed by a physician of its choice prior to a medical termination. Failure by the employee to submit to such an exam may result in discharge.

10.6. PRE-DETERMINATION DISCIPLINARY PROCEDURES

In the event the Town Administrator or Mayor proposes to suspend without pay or discharge the employee, or proposes another disciplinary action that may deprive the employee of a "property interest" (i.e., salary or work), then the following procedures shall be followed.

A. Pre-determination meeting. Prior to a decision regarding such disciplinary action, the Town Administrator shall provide the employee written notice of the Administrator's recommendation regarding such action. The meeting notice will include the time of the meeting and an explanation of the reason(s) for the proposed discipline.

B. Pre-determination suspension. If the Administrator is recommending that the employee be discharged, then the Administrator may place an employee on unpaid pre-termination suspension, if such suspension is reasonable under the circumstances. As determined by the outcome of the pre-determination meeting, the unpaid suspension may be upheld, reversed, or amended by the Mayor.

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The meeting will be presided over by the Town Administrator, and the Mayor may be present. The employee may bring one person to the meeting as an observer, including a union representative, who may not interfere with the orderly process of the meeting.

The purpose of the meeting is to allow the employee an opportunity to respond, either orally or in writing, to the reasons for the proposed discharge, and/or explain why the Town should not discharge the employee.

C. Final decision. Within ten (10) working days of the meeting, the Town Administrator will issue a written decision determining whether the discipline will proceed, or some alternate action. A longer review period may be required in more complex situations, in which case the employee will be notified of the extended review period. The Mayor shall approve all final decisions regarding such disciplinary action.

10.7. DURING TRIAL PERIOD

Employees working during their 6-month trial period may be terminated with or without cause at any time without following the discipline steps above. Likewise, the employee may resign in good standing during the working trial period without discredit to their work record.

10.8. BENEFITS AT TERMINATION

Employee and dependent benefits normally cease the day following the date of termination. However, based on contracts with benefit providers, some benefits may continue until the end of the month following the date the employee is terminated. Employees may be able to convert some group benefits to individual policies following termination. During the exit interview the Payroll Officer or designee will explain benefits.

10.9. SEPARATION PROCEDURES

Prior to termination of employment, the employee will participate in an exit interview normally conducted by the Town Administrator or designee, during which the employee's benefits, rights and responsibilities following termination are explained. At the exit interview employees are expected to return all Town property.

The Town Administrator will notify the Payroll Officer of the employee's separation date for payroll purposes. A final paycheck will be issued to the employee on the next regular payday after completion of the following: exit interview; return of Town keys, Town car, ID card, Town tools or equipment, printed material belonging to the Town, etc.; and resolution of status as to retirement contributions, insurance conversions, and deferred compensation. Regular employees shall receive full pay as set forth in the Collective Bargaining Agreement. The value of Town property that is not returned or

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lost may be deducted from the employee's final pay check and/or appropriate legal action may be taken to reclaim the property.

10.10. GRIEVANCES - *Refer to Collective Bargaining Agreement*

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