



City of La Center

Personnel Policy and Employee Manual

TABLE OF CONTENTS

CHAPTER 1: PURPOSE AND SCOPE.....	3
CHAPTER 2: GENERAL POLICIES AND PRACTICES.....	4
CHAPTER 3: RECRUITING AND HIRING	9
CHAPTER 4: HOURS AND ATTENDANCE	11
CHAPTER 5: COMPENSATION.....	12
CHAPTER 6: PERFORMANCE EVALUATIONS AND TRAINING	15
CHAPTER 7: BENEFITS.....	16
CHAPTER 8: LEAVES.....	17
CHAPTER 9: EMPLOYEE RESPONSIBILITIES AND CONDUCT.....	25
CHAPTER 10: WHISTLE BLOWER PROTECTIONS.....	29
CHAPTER 11: DISCIPLINE AND TERMINATIONS.....	32
CHAPTER 12: DRUG AND ALCOHOL POLICY AND PROGRAM	35

APPENDICES

App A. Certificate of Receipt – Drug and Alcohol Policy and Program.....	48
App B. Sample Last Chance Agreement	49
App C. Internet, E-mail and Electronic Communication Policy	51
App D. Statement of Confidentiality	54
App E. Receipt of Personnel Policy Manual and Acknowledgement of at-will status.....	55

CHAPTER 1 ~ PURPOSE AND SCOPE

1.1 Purpose - *Important – Please Read*

These personnel policies serve as a general informational guide to La Center's current employment practices and procedures. As a result, these policies are guidelines only, not promises of specific treatment in specific situations. These personnel policies are not intended to be, nor should they be construed as, an express or implied contract 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. With the exception of employees working under an employment contract or union contract, all City employees are considered at-will employees and may be terminated from City employment at any time, with or without cause and with or without notice. No supervisor, department head, agent, or representative of La Center, has the authority to enter into any agreement with an individual employee for employment for any specified period or to make any written or verbal commitments contrary to the foregoing, unless such agreement is in a written employment contract signed by the Mayor, with the authorization of the Council where required. All employees are required to obtain, retain, read, understand and comply with the policies set forth in this Policy Manual. All employees shall acknowledge in writing that they have received a copy of this Policy Manual. *See Appendix E.*

1.2 Scope of the Policies

These personnel policies apply to all City employees. In cases where these policies conflict with any City ordinance, Civil Service rules or regulations, the provisions of a collective bargaining agreement, state or federal law, the terms of that law or agreement shall prevail. In all other cases, these policies apply. While these policies primarily explain personnel matters affecting City employees, the rules set forth in these policies regarding conduct, professionalism, confidentiality, and prohibitions against discrimination in the workplace shall also apply to all City volunteers and elected officials.

These policies shall also apply in addition to any other policies the City Council has adopted by resolution or ordinance, and from time to time may amend or adopt, such as the confidentiality policy adopted by Resolution 2002-231, policies governing the use of City credit cards in Resolution 2004-248, and policies governing reimbursement of city officials and employees for City business related expenses in Resolution 08-296.

1.3 Changing or Amending the Policies

La Center reserves the right to revise, supplement, clarify or rescind any policy or provision of this manual, as La Center deems necessary and appropriate, without advance notice. The Mayor may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the City's citizens. Employees may request specific changes to these policies by submitting suggestions to their supervisor or department head.

1.4 Definitions

- **Department Head:** An employee who is responsible for directing one or more departments.
- **Regular Full-Time Employee:** An employee who has successfully completed a probationary period as defined in these policies and who regularly works a minimum of 40 hours a week.
- **Regular Part-Time Employee:** An employee who has successfully completed a probationary period as defined in these policies and who regularly works less than 40 hours a week.
- **Temporary Employee:** A person who fills a temporary need for staff due to special projects, abnormal work loads, substitution for regular employees while on vacation or sick leave and for emergencies. A temporary employee is not eligible for City benefits. Three categories of temporary employees include:
 - (a) **Casual Laborer/Seasonal Employee:** An employee hired for a job associated with a certain season of the year, not to exceed six months of any calendar year.
 - (b) **Casual Laborer/Special Project:** An employee hired to work on a specific project.
 - (c) **Casual Laborer/Substitute:** An employee hired to substitute during the absence of a regular employee due to scheduled leave.
- **Probationary Employee:** An employee who has not yet completed his/her probationary period in a regular position and who has not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include probationary employees.

CHAPTER 2 ~ GENERAL POLICIES AND PRACTICES

2.1 Equal Employment Opportunity Policy

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

2.2 Disability Discrimination Prohibited

La Center will not discriminate against qualified applicants or employees with a sensory, physical or mental disability. La Center will provide reasonable accommodations for qualified individuals with disabilities, including providing job related accommodations, if appropriate, during any application and testing process. If the disability cannot be accommodated reasonably and prevents proper performance of one or more essential element of the job, the City is not required to retain that employee, create a new position, or transfer that employee to a position for which he or she is not qualified. In addition, employees needing accommodation are asked to seek the assistance of the City to allow for an open discussion of the employee's and City's needs.

A reasonable job related accommodation is one that facilitates the employee's performance of various job tasks without creating an undue burden on the City. The City will take reasonable steps to accommodate those applicants and/or employees with a sensory, physical, or mental disability. However, all applicants and/or employees must be able to perform the essential functions of the job with or without a reasonable accommodation. In some instances, depending on the employee's job assignment, an essential function of the job will require that the employee maintain a consistent attendance record with minimal absences or tardiness.

2.3 Life-Threatening and Communicable Diseases

Employees with life-threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to perform the essential functions of their job, maintain an acceptable level of performance, and medical evidence shows they are not a threat to themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including discharge, when there is a substantial and unusual safety risk to fellow employees, the City's customers, associates or the public.

2.4 Anti-Discrimination Policy

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

- A It is the City's intent to provide a work environment free from sexual and other unlawful harassment.
- B Unlawful harassment generally includes offensive comments or actions that are based on an individual's race, ethnic background, gender, religion, age, military status, disability sexual preference or gender identity.

C The City prohibits all forms of unlawful harassment, whether on the basis of sex, race, religion, disability, age, military status, sexual preference or any other lawfully protected status.

See Discrimination Complaint Procedure, Section 2.7, for guidance on what to do if you experience harassment.

2.5 Sexual or Unlawful Harassment

Sexual or unlawful harassment is a form of discrimination based on the protected categories listed above (age, disability, gender, national origin, etc.) and if the conduct is based on an individual's membership in a protected class, or their participation in a protected activity (such as filing a safety complaint) such conduct is prohibited in the workplace and is illegal. In some cases, conduct that constitutes unlawful harassment may lead to personal claims or liability against the harasser.

Sexual harassment, or any form of harassment directed at someone's protected status, or protected activity, will not be tolerated by the City. Intentional conduct by an employee engaging in prohibited harassment will generally result in employment termination and is considered gross misconduct, which may disqualify employees from unemployment benefits post employment.

Sexual harassment is conduct that is based upon the gender of the recipient and is unwelcome to the recipient. Examples of sexual harassment can include: verbal conduct such as sexual comments or suggestions, offensive sexual jokes, or pressure for sexual favors; some forms of non-verbal behavior such as suggestive looks and leering; and physical behavior such as unwanted kisses, hugs, pats or squeezes or unwanted sexually suggestive contact or touching, where the recipient has made the actor aware that such conduct is unwelcome. Other conduct also may constitute sexual harassment depending upon given facts and circumstances.

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

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

A similar rule applies to other forms of harassment based on one of the protected categories listed above. If conduct is directed at an employee designed to demean the

employee because that employee is a member of a protected class, or has engaged in some form of protected conduct, and the harassing behavior interferes with the employee's job duties, or creates an abusive work environment, then the anti-harassment laws and this policy prohibit such conduct.

While the City does not prohibit consensual relationships that occur outside the workplace, between City employees, when a potential conflict of interest arises due to that personal relationship, the City will address the workplace concerns in an effort to eliminate the potential conflict of interest. The City will refer to the nepotism policy as a guide. If such relationships become disruptive to the workplace, interfere with normal supervisory duties, or have a serious potential or actual impact on morale, the City reserves the right to address these concerns and make appropriate management decisions to eliminate the potential problems that may arise.

2.6 Anti-Disruption Policy

Any conduct in the workplace or while on City time that is disruptive to the normal operations of City business or invades the rights of others will not be tolerated. While on City time, employees are expected to maintain their focus on professional and work-related matters and to treat each other and the public with respect. The City also respects individuals' privacy interests, their right to a belief system that may differ from that of other employees, and political freedoms. Thus, all employees are expected to maintain work relationships that respect and adhere to the City's expectations. This includes refraining from spreading harmful rumors, gossiping or discussing non-business related information about others. Other disruptive conduct includes but is not limited to discrimination, harassment, threats, insults, intimidation, ridicule, profanity, vulgarity, stereotyping, physical or verbal abuse, ignoring the rights of others, and displaying insensitivity to the beliefs and customs of others. If conduct occurring outside the workplace violates these principals, but impacts the working relationship between employees or otherwise disrupts City business, the City may take such non-work related conduct into account in taking corrective action against the responsible employee(s).

Conduct Towards Co-Workers and the Public: All employees are expected to treat their co-workers and the public with courtesy and respect. While employees may disagree with one another, or even with aspects of the City policies, management directives, or other practices, they are expected to resolve their concerns in a way that is not disruptive of the City's business, and does not undermine the quality of the workplace for others. If you have concerns, you are expected to address those concerns with an appropriate member of the management team to see if your concerns can be resolved. Employees are not to act in a way that is considered combative or threatening to other co-workers or the public.

Also, gossip in the workplace, particularly if it is unfounded or humiliating, destroys co-worker morale. All employees are charged with the responsibility of avoiding or

stopping harmful gossip in the workplace. Any information unrelated to an employee's job performance or dealing with non-City business, that you may find hurtful or demoralizing if the statements were made about you, should be considered prohibited gossip under this policy. If you learn of harmful gossip and are uncomfortable telling your co-workers to stop, report such conduct to the responsible employees' supervisor, who will take appropriate action.

Similarly, disagreements and animosities among employees can be detrimental to the work environment for all co-workers. The City expects such disagreements and animosities to be removed from the workplace, or resolved productively with the help of a supervisor or human resources specialist. Any unresolved disagreements of this nature that impact employee performance and morale will be dealt with as a performance problem or disciplinary matter.

Employees are also expected to conduct themselves professionally at all times. The City will not tolerate abusive or foul language, discourteous or insulting conduct, threats of any kind (even in jest), violence, intimidation or intentional destruction of property. Such conduct will result in disciplinary action, up to and including termination.

2.7 Harassment and Discrimination Complaint Procedure

The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job. All employees are encouraged to report any incident of discrimination, harassment, or retaliation that they observe occurring.

If at any time you believe you are being subject to discrimination or unlawful harassment, and are comfortable talking with the harasser engaged in the offensive behavior, you should identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective, difficult, or something you are uncomfortable with, you should discuss your concerns immediately with your supervisor, the City Clerk, Mayor or the City Attorney. Although not required by law, the employee is encouraged to put in writing a description of the behavior of the harasser, including dates and times when it occurred. If your concern is not handled to your satisfaction, you should discuss your concern with the human resources manager, Mayor or the City Attorney.

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

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

that corrective action can be taken.

To the extent possible, all employee complaints will be handled confidentially, however, employees and witnesses may be called on to testify in any claim, appeal, arbitration or action initiated by the disciplined employee. It may not be possible to keep all of the allegations confidential when the target of the complaint is given the opportunity to respond.

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

2.8 Employee Personnel Records

La Center maintains a personnel file for each employee. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary or wages, changes in employment status, any training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.

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

2.9 Employment References

Only the City's Management, including Department Heads and the Mayor may provide employment references on current or former employees. Employees who receive a request for a reference from or pertaining to a former employee should refer the request to the City Clerk.

CHAPTER 3 ~ RECRUITING AND HIRING

3.1 Temporary Employees

The City may use temporary employees to meet peak workload needs, to replace on a temporary basis regular employees who are on vacation or other leave, or to fill

temporarily a vacancy until a regular employee is hired.

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

3.2 Trial Period

Upon hire, all employees enter a trial or probationary period. The trial or probationary period is designed to give the employee time to learn the job and to give the City time to evaluate whether the match between the employee and the job is appropriate. The normal trial period is six months from the employee's date of hire or rehire. At the discretion of the Mayor or his or her designee, this trial period may be extended for an additional three months.

Once the City has confirmed that the employee has successfully completed the trial or probationary period, the employee will be eligible to accrue and use vacation. Satisfactory completion of the trial period does not create an employment contract or guarantee employment with the City for any specified duration, nor does completion of the trial period render the employee a "permanent" employee, as all employees with the City, with the exception of Civil Service and union employees, are employed "at will" as set forth in these policies.

3.3 Employment of Family Members

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

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

Change in Circumstances: If two employees marry, become related or begin sharing living quarters with one another and, in the City'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 City, unless reasonable accommodations, as determined by the City, can be made to eliminate the potential problem. If no accommodation can be made, the decision as to which employee will remain with the City must be made by the two employees within 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 City reserves the right to terminate either employee.

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

CHAPTER 4 ~ HOURS AND ATTENDANCE

4.1 Working Hours

Normal working hours for most City employees is 8:00 a.m. to 5:00 p.m., Monday through Friday, with a one-hour break for lunch. A normal working schedule for regular, full-time employees consists of 40 hours each work week. Different work schedules may be established by the City to meet job assignments and to accomplish the necessary business of the City. Each employee's supervisor will advise the employee of his or her specific working hours.

4.2 Attendance

Punctual and consistent attendance at work is a mandatory requirement of City employment. Each employee is responsible for maintaining an accurate record of his/her attendance. Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within 30 minutes of the employee's usual starting time. If the supervisor is unavailable, the employee may leave a message with the City Clerk, stating the reason for being late or unable to report for work. An employee should not ask other employees to handle this responsibility for them. If an absence continues beyond one day, the employee is responsible for reporting in each day unless other arrangements are approved by the employee's immediate supervisor. An employee who is absent without authorization or notification for 3 consecutive days is considered to have abandoned his or her job and City employment will be terminated.

4.3 Reporting Work Hours

Employees are responsible for recording their work hours. This includes recording the time taken off and each request that time off be charged to the employee's leave bank (vacation, sick leave, etc.).

An employee's signature on his/her time sheet will be his/her verification that the time reported as worked or paid leave taken away from work was in accordance with the City's policies and all time has been recorded accurately. Employees are

required to report **all** of their time worked. Employees must obtain approval for all overtime hours worked. Failure to obtain approval of overtime hours may result in employee discipline, however, all hours actually worked will be paid.

4.4 Unusual Weather Conditions

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

4.5 Breaks and Meal Periods

Employees may take one 15-minute break for every four hours worked. All breaks shall be arranged to minimize disruption to City business. Employees may take a meal period for every five hours worked. Employees who work more than three hours longer than their normal work day may take an additional meal period before or during their overtime period. Meal periods will usually be scheduled by the employee's supervisor. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid, unless you are required by your supervisor to remain on the job site during that time. Meal breaks are 30 minutes to one hour in length, depending on the employee's work schedule.

4.6 Payroll Records

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

CHAPTER 5 ~ COMPENSATION

5.1 Employee Pay Rates

Section 1 - Amendment (Resolution 10-337, 11/10/11): Section 5.1 of the Personnel Policy and Employee Manual shall be amended to delete any reference to educational degree incentive bonuses and shall provide as follows:

5.1 Employee Pay Rates

Employee compensation is based on a variety of factors including, but not limited to, job performance, experience, education, training or proven capability, initiative, and City profitability. Pay increases are at the discretion of the City Mayor and must be approved by the Council as part of the annual budget process, or at any time during any determination of salary or compensation.

Section 2 – Retroactive Effect: This amendment to the Personnel Policy and Employee Manual shall have retroactive effect, back to the date of adoption of Resolution No. 10-331.

5.2 Paydays

Employees are paid semi-monthly on the 5th and 20th of each month. Each paycheck covers a two-week period. If a regularly scheduled payday falls on a holiday, paychecks will be distributed on the next regularly scheduled working day.

5.3 Designated Work Week

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

5.4 Deductions

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

5.5 Overtime and Exempt Employees

For all hourly employees, in accordance with state and federal laws, the City will pay overtime compensation in the amount of one and one-half times the employee's rate of pay for hours worked over 40 hours per week. Certain employees, however, are exempt from the overtime requirements under both State and Federal law. All exempt employees will be notified of their status at the time of hire, or at the time their status changes.

Exempt Employees: An exempt employee is one whose duties are primarily executive or professional, or one who is an administrative employee in a supervisory position. Salaried employees are expected to work during regular business hours, but also

participate in after-hour meetings or programs or put in extra hours as needed to complete work assignments. As a result, such positions cannot be restricted to a specific number of hours in a workday or workweek. Exempt employees are “paid to do the job.” They are paid a salary and do not receive either overtime pay or compensatory time in lieu of overtime pay for hours worked in excess of 40 per week. In addition, exempt employees will not be subject to pay deductions for partial day absences, (e.g. personal time off for errands or appointments), but will be required to deduct from sick leave or vacation any full day absences. While this classification allows flexible work hours, exempt positions typically require more than 40 hours per week and may require work on evenings and weekends. It is the responsibility of exempt employee to notify the Mayor of all absences, other than their half hour lunch break, in advance. Also, exempt employees must maintain good work habits, be accountable and available to their staff and supervisor, and show demonstrated accomplishments, as well as make themselves regularly available during working hours to allow City business to be accomplished.

5.6 Compensatory Time

Public employers are not required to, but may allow compensatory time off in lieu of overtime pay for hourly employees. Nonexempt employees may request compensatory time off in lieu of overtime payment. Compensatory time off must be requested by the employee and authorized by the appropriate supervisor. Compensatory time will be given at the rate of one and one half the employee’s hours worked in excess of 40 hours in a work week. Employees must use compensatory time within 60 days after the month in which it is earned with the exception of 24 hours that may be carried over with written approval of the supervisor. If not taken in that time frame, compensatory time will be converted back to hourly pay at a ratio of 1 hour of compensation time (since already increased to 1.5 hours when granted) to 1 hour of compensation. Compensatory time is not available for exempt employees.

5.7 Expense Reimbursement

Employees will be reimbursed for reasonable and customary expenses actually incurred in connection with conducting City business as per the City’s Travel Policy (Resolution 2004-245). This includes meals, reasonable tips, lodging and transportation for business related travel but excludes expenses for alcoholic beverages. If private automobiles are used, employees will be reimbursed at the mileage reimbursement rate prescribed by the Internal Revenue Service. Requests for reimbursement, including receipts, shall be submitted on an expense report form signed by the employee and approved by the employee’s supervisor.

- Events or meetings that are eligible for expense reimbursement are restricted to educational or business programs that will assist the employee perform his or her job duties. Ceremonial or social events must be sponsored by the City or provide a sufficient benefit to the City or it’s citizens to warrant the expenditure of public funds. This policy shall apply to City employees, department heads and Elected officials. Elected officials

must submit a request for reimbursement to the Mayor for approval. City Officials are free to attend any functions or events they wish, at their own expense, so long as any statements made by those officials are expressly identified as their personal views and not those of the City of La Center. Where a particular event or function is not clearly addressed by this Policy and the official desires the City reimbursement for attending the event or function, the City official shall obtain advance approval from the Mayor. In evaluating whether a particular educational, political, ceremonial or social event falls within the following guidelines and is therefore reimbursable from public funds, the Mayor or department head must find that the expenditure provides an identifiable direct or indirect benefit to the citizens of La Center. All such approvals shall be consistent with this Policy and the City's Reimbursement Policy.

5.8 Compensation Upon Termination

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

- a) Regular wages for all hours worked up to the time of termination that have not already been paid.
- b) Any overtime or accrued holiday pay that is due.
- c) Any accrued but unused compensatory time.
- d) Any accrued but unused vacation time that is due.
- e) Minus any deductions for unpaid personal expenses or expenses due to the failure to return City property as required prior to the date of termination.

Accrued unused sick leave shall not be compensated in any form when an employee is terminated, resigns or retires.

CHAPTER 6 ~ PERFORMANCE EVALUATIONS AND TRAINING

6.1 Performance Evaluations

To achieve La Center's goal to train, promote and retain the best qualified employees for every job, the City conducts periodic performance evaluations for all positions. Employees are normally evaluated by their supervisor prior to completion of their trial/probationary period and usually once annually thereafter. Performance evaluations are part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, or whether the employee receives a wage increase, is to be promoted, transferred, demoted, laid off, or terminated.

Performance evaluations are designed to be an opportunity for regular 2-way communication between the employee and his or her supervisor. All performance evaluations will be prepared then discussed with the employee by an appropriate supervisory employee. In the event an employee is not performing up to the City's and the supervisor's standards, the supervisor will generally establish a time frame for improvement, along with identifying the tools needed for improvement. If the employee fails to improve in the time frame specified, the employee may be subject to demotion or termination.

6.2 Training Policy

La Center seeks, within the limits of available resources, to offer training to increase its employees' skill, knowledge and abilities directly relating to the employee's job description, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include: on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations. Employees are encouraged to work with their supervisor to identify appropriate or needed training programs to assist employees in improving job performance or expanding on their job duties.

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

CHAPTER 7 ~ BENEFITS

7.1 Retirement Benefits

The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions. All regular full-time and part-time employees may also be eligible for coverage under the Washington State Retirement System. For coverage information relating to these benefits, please contact the payroll administrator. Employees intending to retire should notify their Department Head in writing of their intent to retire at least 30 days prior to the date of retirement.

7.2 Workers' Compensation

All employees are covered by the State Workers' Compensation Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost and medical

costs due to job-related injuries or illnesses. All job-related accidents should be reported immediately to the employee's supervisor.

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

La Center may require an examination at its expense, performed by a physician of its choice to determine when the employee can return to work and if he/she will be capable of performing the duties of the position. Such medical return to work evaluations are to ensure the safety of the returning employee, the City and public and will be required in any situation where a leave occurs that indicates the employee's leave from work was due to a condition that was inconsistent with or impacted the employee's job duties.

7.3 Health Insurance Benefits

Regular full-time and part-time City employees are eligible to participate in the City's various insurance programs. The programs and criteria for eligibility will be explained upon hire. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees. Temporary employees are not normally eligible for health insurance coverage.

7.4 Unemployment compensation

Employees may qualify for state unemployment benefits after termination from City employment depending on the reason for the termination and if certain qualifications are met. Unemployment benefits are denied if an employee is terminated for misconduct. Under Washington's Employment Security Act, an employee's intentional violation of an employer's rule, or conduct that is deliberate or harmful to the employer's interest can be considered misconduct.

CHAPTER 8 ~ LEAVES

8.1 Vacation Leave

Each regular full-time employee earns vacation leave as specified in their employment agreement. Permanent/Regular Part-time employees may accrue vacation benefits on a pro-rata basis according to years of service and hours worked. Vacations should be scheduled for minimum disruption of City operations. Normally leave requests should be submitted to Department Heads at least one month prior to taking vacation leave.

Vacation accrues on a bi-weekly basis based on the employee's anniversary date of hire. Accrual of vacation leave is based on years of service. Temporary employees are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay. Employees may accrue vacation for a maximum of two years, provided that prior to the end of the second year their accrual rate does not exceed the maximum listed below:

Completed Years of Service	Hours per Pay Period	Days per Year	Hours per Year	Maximum Accrual
Start	3.67	11	88	
1	4.33	13	104	192
2	4.67	14	112	216
3	5.00	15	120	232
4	5.33	16	128	248
5	5.67	17	136	264
6	6.00	18	144	280
7	6.33	19	152	296
8	6.67	20	160	312
9	7.00	21	168	328
10	7.33	22	176	344
11	7.67	23	184	360
12	8.00	24	192	376
13	8.33	25	200	392
14	8.67	26	208	408

The maximum vacation time that may be carried over from one year to the next is the number of eligible vacation days earned the previous year, as noted in the above table. When employees reach maximum accrual, their excess vacation hours will be cashed out or paid on a monthly basis for the next six months. During that time, the employee is expected to make arrangements to use a significant portion of their accrued vacation. After six months, if the vacation accrual remains at the maximum accrual rate, 50% of their excess balance of vacation hours will be cashed out. Employees will be paid for unused vacation time upon termination of employment.

8.2 Sick Leave

All full-time employees shall accrue sick leave benefits at the rate of eight hours for each

month of continuous employment, with a maximum possible accrual of 960 hours or as otherwise specified in their employment agreement. Permanent/Regular Part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked. All sick leave days are based upon the employee's scheduled hours per week and upon the hourly rate in effect when the sick leave is taken.

Employees may accrue and use sick leave during their trial periods, but temporary employees do not earn sick leave benefits. If an employee is on unpaid leave no sick leave benefits will be accrued. The employee will resume normal sick leave and vacation accruals upon their return to work.

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

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

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

Employees requiring leave for the situations described in (B) or (C) may also use vacation or floating holidays instead of or in addition to paid sick leave, provided

that all terms for use of those forms of leave are complied with. Leave may not be taken until it is earned.

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

A doctor's certificate may be required when an employee is absent for a period in excess of three days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition that impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient running of the City's business. Abuse of sick leave privileges shall be cause for discipline up to and including discharge.

Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their Department head's prior approval, request a leave without pay. (See Leave Without Pay Policy.) Employees will not be paid for any unused sick leave upon leaving City employment for any reason.

8.3 Bereavement Leave

When a death occurs in a regular employee's immediate family, the employee will receive three days of paid bereavement leave for in-state and five days for out-of-state funeral planning, attendance and travel. Immediate family, for the purpose of this policy, includes an employee's spouse or domestic partner, child, parents, step parent, parent-in-law, son or daughter-in-law, a sibling, grandparent, grandchild or other relative who is residing with the employee. Scheduling of bereavement leave will be by mutual agreement between the employee and the supervisor. If a question should arise regarding the appropriateness of the leave, the question will be referred to the Mayor's office for review.

An employee shall not be paid for any consecutive days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be the amount the regular employee would have earned had the employee worked his/her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period. Employees may be granted one vacation day or sick leave day off with pay to participate in the funeral service of a non-family member.

8.4 Maternity and Paternity Leave

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

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

8.5 Leave Without Pay and Family Medical Leave

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

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

Eligibility For Family Medical Leave: Employees who have been employed by the City for at least 12 months (52 weeks) and who have worked at least 1,250 hours during the preceding 12 months may take up to 12 weeks of unpaid leave during any 12-month period, measured from anniversary date to anniversary date, for the following reasons:

- A. Birth or adoption of a child or placement of a child with the employee for foster care (provided that leave for this reason may be taken only during the first 12 months following the birth, adoption or placement of the child);

- B. To care for an employee's spouse, child or parent who has a serious health condition; or
- C. A serious health condition that renders the employee unable to perform the functions of his or her position.
- D. For Service Member Family Leave or
- E. Military Exigency Family Leave

Any leave taken pursuant to this policy shall count toward the employee's 12-week or applicable leave total.

Leave For Birth, Adoption Or Placement Of Child: Where leave is requested for the birth, adoption or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless the City and the employee jointly agree. If both spouses are employed by the City, their combined leave for the birth, adoption or placement of a child shall not exceed 12 weeks.

Leave For Serious Health Conditions: Where leave is requested due to a serious health condition of the employee, spouse, child or parent, the leave may be taken intermittently or on a reduced-hours basis only if that arrangement is medically necessary. If intermittent or reduced hours leave is required, the City may, in its sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits if that job will better accommodate the leave. Requests for leave due to a serious health condition must be supported by, and will only be approved when supported by, a certification from the health care provider. The City reserves the right to require a second medical opinion at the City's expense. If the first and second opinions differ, the City may, at its own expense, require a third opinion from a health care provider jointly approved by the City and the employee, and this third opinion shall be binding.

For purposes of family or medical leave, a "serious health condition" means an illness, injury, impairment or other physical or mental condition that involves: (1) a period of incapacity or treatment related to inpatient care in a hospital or other medical care facility; or (2) a period of incapacity that involves continuing treatment by a health care provider and requires absence from regular daily activities such as work or school for more than three calendar days; or (3) continuing treatment by a health care provider for prenatal care or for a chronic or long-term health condition that is incurable or so serious that lack of treatment would likely result in incapacity for more than three calendar days.

Service member Family Leave: Service member Family Leave may extend up to a total of 26 weeks during a 12 month period to allow for a family member who is a primary care giver to take leave from work to care for a immediate family member who was injured during active military duty. Immediate family member for this provision includes "next of kin," such as a parent, spouse, son or daughter, or the nearest blood relative to the employee. The injured service member must be unfit for further military duty, has been discharged from hospital care to outpatient care, but is unable to care for him or herself during a period of recuperation, ongoing medical treatment or therapy.

Military Exigency Leave: The requirements of this program have not gone into effect; however, the City will provide such leave when regulations are adopted by the federal or state government and the eligibility requirements are defined.

Benefits During FMLA Leave: During approved family or medical leaves, the employee shall not accrue employment benefits such as vacation pay or sick pay. However, employment benefits accrued by the employee prior to the commencement of leave will not be lost. For purposes of pension vesting or eligibility, any period of unpaid leave will be treated as uninterrupted service.

During family or medical leave, the City will continue to pay its portion of the health insurance premiums for a covered employee and his or her family, and the employee must continue to pay his or her share of the premium. If the employee does not return to work after the expiration of leave, he or she will be required to reimburse the City for any health insurance premiums paid by the City during leave, unless the employee's failure to return is due to a serious health condition that prevents the employee from performing his or her job, or because of other circumstances beyond the employee's control. Employees covered by any employer-sponsored life insurance must also continue to pay the premiums for this coverage during unpaid leave.

8.6 Jury and Witness Leave

Jury Duty: The City provides all employees with leave for a two-week period of jury duty service. The employee must provide a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, the employee is required to provide proof of jury service. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty; the employee may request a waiver by declaring a hardship if the period of jury duty is expected to be beyond the two weeks provided by the City as the employee would have to take vacation time or time without pay.

Witness Duty: All regular full and part-time employees summoned to testify in court are allowed time off for the period they serve as witnesses. The employee must provide a copy of the subpoena as soon as possible after receiving it. In general, witness duty leave is unpaid unless it is part of the employee's job duties with the City. Employees eligible to use accrued vacation leave, may use any accrued vacation leave to cover unpaid witness duty. On any day that an employee is released from jury duty or as a witness by the court with at least four hours remaining in the employee's scheduled work day, the employee shall immediately inform his or her supervisor and report to work if requested to do so.

8.7 Administrative Leave

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the

best interests of the City as determined by the Mayor during the pendency of an investigation, disciplinary action or other administrative proceeding.

8.8 Military Leave

The City provides all employees leave while performing military service in accordance with federal and state law. Military service includes active military duty and Reserve or National Guard training. Regular full- and part-time employees receive paid leave for the first 21 working days of their military service each year from October 1 to September 30, provided the employee provides his or her employee with at least 5 days notice of either the order to active duty or notice of deployment. Military leave beyond these 21 working days is unpaid, unless vacation, sick or other forms of paid leave have previously accrued, but have not been paid. Employees are required to provide the City Clerk with copies of their military orders as soon as possible after they are received, but at least 5 days prior to the date military leave is expected. Employees may use accrued vacation and sick leave to cover their unpaid military leave. Vacation and sick leave does not accrue during periods of military leave. Continuation of benefits and reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

Domestic Violence/Sexual Assault Leave: Employees who are victims of domestic violence, stalking or sexual assault, or employees who are immediate family members to a victim of domestic violence, stalking or sexual assault, may take reasonable amounts of leave to receive medical treatment, seek assistance from crisis shelters or counseling, seek assistance from law enforcement, attend legal proceedings or address other safety issues stemming from the sexual assault, stalking or domestic violence. Immediate family members include children of the employee, a spouse or domestic partner or someone with whom the employee has a dating relationship, parents or grandparents of the employee. An employee who is the victim of domestic violence, sexual assault or stalking may request leave, and all such requests will be kept confidential. A supervisor will not request details of the situation that may compromise the employee's safety. In turn, if the employee has a concern that the safety of the workplace may be impacted by an ongoing problem of domestic violence, stalking or sexual abuse, the City requests that employees come forward to address any ongoing threat to the workplace as soon as possible so safety measures for the employee and others may be taken. Employees who need to take leave on an emergency basis should notify their supervisor or the City Clerk by the end of the workday. The City will continue to maintain the employee's health coverage during any period of approved leave, so long as accrued pay or compensation is available to provide for the employee's share of leave.

8.9 Holidays

The City recognizes the following as paid holidays for salaried and regular full and part-time employees:

New Year's Day
Martin Luther King Day
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day
Labor Day (1st Monday in September)
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day; and the day before Christmas
Two floating holidays

Unless otherwise posted, any holiday falling on Saturday will be celebrated on the preceding Friday and any holiday falling on Sunday will be celebrated on the following Monday.

Regular hourly employees, not covered under an employment agreement, required to work during a holiday will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the appropriate Department head. New employees must have worked for at least 30 days before being eligible for paid holidays. Temporary employees and employees who have not completed their first 30 days will be paid at their regular straight-time rate for hours worked on a holiday.

8.10 Religious Holidays

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

CHAPTER 9 ~ EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.1 General Code of Conduct

All employees are expected to represent La Center 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 and supervisor.

Since the proper working relationship between employees and the City depends on each employee's ongoing job performance, professional conduct and behavior, the City has established the following minimum standards of personal conduct: basic tact and courtesy towards customers, potential customers and fellow employees; adherence to City policies,

procedures, safety rules and safe work practices; compliance with directions from supervisors and management; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and cost-efficient services to its customers and abiding by the Anti-Disruption Policy set forth in this policy manual.

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

9.2 Outside Employment and Conflicts of Interest

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

- A. Outside employment that prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- B. Outside employment that is conducted during the employee's work hours;
- C. Outside employment that uses City telephones, computers, supplies, or any other resources, facilities or equipment;
- D. Employment with a firm that is in competition with La Center or has contracts with or does business with the City or its competition;
- E. Unauthorized distribution or use of any information exempt from disclosure under the Public Records Act, including City personnel, product, marketing, manufacturing or financial information or customer lists;
- F. Activities that may be perceived as a conflict of interest or otherwise discredit the City.

9.3 Confidentiality

La Center considers all personal information about its taxpayers, ratepayers, utility customers and employees to be confidential. Employees are obligated to keep this information confidential. Examples of confidential information include, but are not limited to, taxpayer information, telephone numbers, social security numbers, criminal history records, juvenile records, medical records, applicant information, preliminary drafts of city documents, recommendations or opinions of policies, and records relating to lawsuits or legal disputes. In the event an employee is asked for confidential City records

or information, the employee must relay this request to the Department head, City Clerk, Mayor or City Attorney. Referral of all such requests will ensure that confidential information requested will be subject to the non-disclosure provisions in place to protect taxpayers, ratepayers and employees. Employees must keep the information confidential and use it only for official City business. Employees are prohibited from copying or distributing confidential information and are required to read, understand, follow and sign the Statement of Confidentiality attached as Appendix D. This obligation exists during employment and it continues indefinitely after City employment has ended. Employees who violate this provision shall be subject to discipline, including termination.

9.4 No Smoking Policy

For health and safety considerations, the City prohibits all employees and officials from smoking in any City facility, including City-owned buildings and offices or other facilities rented or leased by the City, including individual employee offices. Smoking is only permitted outside, but not within 25 feet of doors, windows or air intake vents.

9.5 Personal Possessions, electronic Communications and Use of City Vehicles and Equipment

La Center does not assume responsibility for any theft or damage to the personal belongings of employees, and it reserves the right to search employee desks, lockers, and personal belongings brought onto City property whenever necessary. Employees do not have an expectation of privacy as to the use of any City furnished equipment, furniture, vehicles or electronic devices such as computers, telephones or cell phones. This includes e-mail and text messaging. Electronic communications, internet use and computer use is subject to monitoring by the City to confirm employees are complying with the terms and provisions of this policy.

La Center furnishes computers for use in conducting City business only and prohibits the use of City equipment or electronic or communication devices for personal use. All electronic messages must be related to City business and remain professional in nature, be appropriate to the City's professional objectives and a professional work environment and consistent with the City's policies prohibiting discrimination and harassment. This policy applies to any mobile communication device provided by the City, such as a palm or blackberry devices, cell phones, walkie talkies, pagers and text messaging devices. These policies also apply to remote access to the City's equipment, software or computers.

Examples of prohibited uses of the computer, internet, e-mail or text communications, include, but are not limited to accessing personal web based e-mail programs or shared space pages, dating websites, making personal travel plans or conducting other personal business, shopping, posting or reviewing postings on e-bay or Craig's list or similar websites, checking job postings. On rare occasions, some personal use of the City's computers may be appropriate only if specifically approved in advance by a supervisor

and for a limited purpose only. Any use of City equipment for even approved personal uses is subject to a public records request, and therefore may be disclosed if requested by a member of the public. For this additional reason, personal use of the City's computer equipment is prohibited unless specifically allowed and use of personal computer equipment for city work is strongly discouraged.

Employee passwords may be used to ensure compliance with these use restrictions. Generally, employees are not permitted to exchange or disclose their password with co-workers. Supervisors and IT personnel will have this information if needed, and can update your password if needed. If information or data is accessed in violation of this policy, the City will rely on employee passwords to identify who is responsible.

The City reserves the right, in its discretion, to review any employee's electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other policies. Employees are prohibited from modifying or altering system software or hardware and from installing or downloading any software of any kind without the System Administrator's authorization. Employees are expected to exercise reasonable computer security precautions, including the use of anti-virus software. Employees are prohibited from sharing their computer account and password with other people. All employees are required to read, understand, follow and sign the City's Internet and E-mail Policy Acknowledgement attached as Appendix C.

Use of City phones for personal phone calls should be kept to a minimum; employees are responsible for any charges incurred due to long distance phone calls. Other City equipment, including vehicles, shall be used by employees for City business only. An employee's misuse of City services, telephones, computers, vehicles, equipment or supplies can result in disciplinary action including termination.

9.6 Contact With News Media

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

9.7 Use of Seatbelts and Cell Phones in City Vehicles

Per Washington law, all city employees operating or riding in City vehicles shall wear seat belts at all times. No city employee shall use a wireless communication device while operating a city vehicle unless it is a "hands free" device. No city employee shall use a wireless communication device for e-mail or text messaging while operating a city vehicle.

9.8 Driver's License Requirements

As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State Driver's license. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her supervisor or the department head and will be immediately suspended from driving duties. The employee may not resume driving City vehicles until he or she provides proof of a valid, current license supervisor or department head. Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination. All employees shall provide the City access to the employee's DMV driving records when so requested by the City in order to verify the employee's safe driving record and legal ability to operate a motor vehicle.

9.9 Solicitations

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and may present a risk to employee safety or to the security of the City or employer property. Employees and people not employed by the City shall not solicit, survey, petition or distribute literature on City premises at any time. Salespersons and potential customers should be referred to the City Clerk. Exceptions to this rule may be made in special circumstances where the City determines that an exception would serve the best interests of the business and our employees.

9.10 Safety

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

In case of an accident involving a personal injury or damage to City property, regardless of how minor, employees shall immediately notify their supervisor or City Clerk. Employee safety depends on the safety consciousness of everyone. To facilitate a safe work environment, employees shall not bring dangerous weapons to the workplace. This includes, but is not limited to, fire arms, knives and weapons for which an employee has a valid permit. Violations of this policy may result in termination or other forms of discipline as appropriate.

9.11 Substance Abuse

See Chapter 12, "Drug and Alcohol Policy and Program."

CHAPTER 10 ~ WHISTLE BLOWER PROTECTIONS

10.1 REPORTING IMPROPER GOVERNMENTAL ACTION

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

10.2 Key Definitions:

- **Improper Governmental Action:** any action by a City employee or elected official that is:
 - (a) Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
 - (b) 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.
 - (c) Improper governmental action does not include personnel actions (appointments, hiring, dismissals, suspensions, alleged violations of a collective bargaining agreement, reprimands, disciplinary notices, alleged labor agreement violations, promotions, and reassignment, reinstatements, performance evaluations, suspensions, reductions in pay, or internal grievance procedures, for example). In addition, employees are not free to disclose matters that are protected from disclosure by state law, such as communications protected by the attorney client privilege and/or the rules governing executive sessions.
- **Retaliatory Action:** Any material adverse change in the terms and conditions of an employee's employment that is substantially motivated by the employee's decision to prepare or participate in a whistle blower complaint.
- **Emergency:** A circumstance that if not immediately changed may cause damage to persons or property.

10.3 Procedure for Reporting Improper Governmental Action:

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

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

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

- C. Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the Mayor or City Attorney.
- D. The Mayor, City Attorney or his/her designee shall promptly investigate the report of improper governmental action. After the investigation is completed (within 30 days of the employee's report), the employee shall be advised of the results of the investigation, except those personnel actions taken as a result of the investigation that may be kept confidential.

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

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

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

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

10.4 Procedure for Seeking Relief Against Retaliation:

- A. Employees must provide a written complaint to the supervisor within 30 days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor. If the Mayor is involved, the written complaint should be delivered to the City Attorney. The written charge shall specify the alleged retaliatory action and the relief requested.
- B. The Mayor or designee shall investigate the complaint and respond in writing

within 30 days of receipt of the written charge. The identity of the complaining party shall be kept confidential, to the extent possible under the law, unless the employee authorizes disclosure in writing.

- C. After receiving the City's response, if the employee determines the City's response did not adequately address the problem, the employee may request a hearing before a state administrative law judge, to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either 15 days of receipt of the City's response to the charge of retaliatory action or within 45 days of receipt of the charge of retaliation by the Mayor or City Attorney.
- D. Within five working days of receipt of a request for hearing the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence. The administrative law judge will issue a final decision not later than 45 days after the date of the request for hearing, unless an extension is granted.

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

CHAPTER 11 ~ DISCIPLINE AND TERMINATIONS

11.1 Actions Subject to Disciplinary Action

Any applicant supplying false or misleading information is subject to immediate termination, if hired, regardless of how long the employee has been employed by the City. The City's success and credibility depend on its employees. The following are examples of the types of actions that are detrimental to the City's interests and may result in discipline to the employee:

- A. Misrepresentation or withholding of material or pertinent facts or information in securing employment or in the course of employment with the City.
- B. Unauthorized use or possession of City facilities and/or property.
- C. Unauthorized use of City position for personal gain or advantage.
- D. Accepting unlawful gratuities or bribes.
- E. Violation of the City's computer and telephone use policy.
- F. Failure to report an occurrence causing damage to the City, taxpayer's, or

- G. Violation of duties or rules imposed by these personnel policies, including those policies that prohibit discrimination and harassment.
- H. Unauthorized operation or using machines, tools, or equipment to which the employee has not been specifically assigned.
- I. Unauthorized recording or alteration of another employee's time record. Both employees may be subject to disciplinary action.
- J. Habitual lateness for work. Absence without proper notification to immediate supervisor, excessive absenteeism unrelated to an approved leave or family care or family medical leave, or insufficient reasons for absenteeism.
- K. Neglect of Duty, failing to assist others in a work situation.
- L. Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the other employees, on or off premises.
- M. Disorderly conduct, including fighting on the premises. Rudeness, discrimination, intimidation, coercion, use of obscene language or gestures or lack of courtesy to the customers, the public or fellow employees.
- N. Immoral conduct while on duty.
- O. Intentional falsification of records/paperwork required in the transaction of City business.
- P. Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work. Concealing defective work.
- Q. Failure to observe safety practices, rules, regulations, and instructions. Negligence that results in injury to others. Failure to wear required safety clothing and equipment.
- R. Failure to promptly report to your immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.
- S. Dishonesty or theft, including deliberate destruction, damage, or removal of the City's or other's property from the premises, or any job site.
- T. Possession, use, sale, or being under the influence of alcohol or any controlled substances while on City business (including standby duty).
- U. Abuse of prescription or non-prescription drugs.
- V. Possession of explosives or weapons on the premises or at any job site.
- W. Conviction of a gross misdemeanor or felony.

In addition, the City may discipline or terminate employees for other reasons not stated above.

11.2 Possible Disciplinary Actions

In the event that discipline is necessary, the following types of disciplinary actions *may* be utilized:

- A. Oral Warning
- B. Written Reprimand.

- C. Suspension.
- D. Demotion.
- E. Termination.

The choice of discipline applicable to in any particular case is solely at the City's discretion.

11.3 Layoff

La Center may lay off employees for lack of work, budgetary restrictions, reorganization or other changes. Temporary employees or employees who have not completed their trial period will usually be laid off before regular employees are affected. In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority may be considered when performance and qualifications are equal, as determined by the City. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs within a year from the date of layoff in a position for which they are qualified.

11.4 Resignation

An employee should provide two weeks notice of resignation, but this time limit may be waived by the Mayor.

CHAPTER 12 – DRUG AND ALCOHOL POLICY AND PROGRAM

(as amended November 9, 2011, Resolution 348)

Table of Contents

7

1.	Purpose and Applicability	2
2.	Definitions	2
3.	What substance use and behaviors are prohibited by this Policy.....	3
4.	Medically Authorized Drugs - Prescription and Over-the-Counter Drugs	4
5.	Drug and Alcohol Testing.....	4
	A Substance for which employees are tested.....	4
	B Pre-employment drug and alcohol testing.....	4
	C Post-accident/incident alcohol and drug testing	5
	D Reasonable suspicion/cause basis for drug and alcohol testing	5
6.	Negative Test Results	6
7.	First Time Positive Test Result.....	6
8.	Second Positive Test Result.....	7
9.	Option of a Second Test.....	7
10.	Refusal to Test	7
11.	Confidentiality	8
12.	Searches	8
13.	Employee Responsibility	8
14.	Employer Responsibility.....	8
15.	Other Conditions.....	8
	Sample “Last Chance Agreement”	Appendix A

Statement of a Drug-Free Workplace

The City is committed to providing a safe work environment and to fostering the well-being, health and safety of its employees and citizens. When any City employee uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace that commitment is jeopardized. All City employees shall report for work in a condition that will permit them to perform their job duties safely, efficiently and free from any impairment caused by alcohol or drugs. The City also recognizes the need to avoid unnecessary intrusion into the private lives of its employees and respecting its employees' privacy and confidentiality. The City will endeavor to respect those limits while fully implementing this Policy.

1. Purpose and Applicability: All City employees shall comply with this workplace Drug and Alcohol Policy and Program ("Policy") as a condition of employment with the City, which the City adopts for the following reasons:

- A. All City employees shall be subject to and comply with this Policy during work hours, while on City property, when in a City vehicle, and whenever using City equipment.
- B. The City is committed to providing its employees with a safe working environment free of drugs and alcohol. The City expects its employees to be in a suitable mental, emotional and physical condition at all times to perform their essential job functions in a safe and satisfactory manner.
- C. The City has an obligation to its employees to ensure safe working conditions. The City will not allow employees to pose a danger to themselves, their co-workers or the public through the use of drugs or alcohol. The City Council has established this Drug and Alcohol Policy and Program to meet that obligation and to further its commitment to promote high standards of employee performance, productivity, health, safety, and reliability.
- D. Any employee who uses drugs or alcohol in violation of this Policy while on city property or during work hours may be terminated according to the conditions of this Policy.
- E. The City will provide a copy of this Policy to each employee prior to conducting drug and alcohol testing.
- F. The City will conduct drug and alcohol testing as a prerequisite to employment with the City, following any on the job accident or incident, and whenever there is reasonable cause to believe that an employee has violated the City's drug and alcohol policies.
- G. A first-time positive test for drugs or alcohol will result in termination or the employee may elect to remain employed under a "Last Chance Agreement," pursuant to which the employee will be subject to random drug testing. A second positive test for drugs or alcohol will result in immediate termination.
- H. Department heads and the HR Director can answer any questions regarding to this Policy.

2. Definitions: The following terms shall have the indicated meanings for purposes of this Policy:

- A. "Alcohol or drugs" means any form of alcohol or other intoxicating substances, narcotic plant, or similar narcotic substance, whether illegal or not, including legal drugs obtained or used

illegally.

B. “City” means the City of LaCenter.

C. “Drug paraphernalia” are any items that are used for administering or storing prohibited drugs.

D. “City property” means all buildings, facilities, job sites, vehicles, and equipment that are owned, leased, operated, or utilized by the City or its employees for work-related purposes. This includes parking areas, driveways, lockers, work tables and desks, including drawers, tool boxes and storage areas used by employees. It also includes other public or private property, facilities, vehicles, and equipment if the employee is present on or using such property for a work related purpose. City property does not include any area where an employee has a justified and reasonable expectation of privacy.

E. “HR Director” means the City’s Human Resources Director as appointed or otherwise designated by the Mayor.

F. “Incident” means any event that results in damage to city equipment or a city vehicle or personal injury, except when a non-employee is injured by a police officer in the line of duty.

G. “Medically authorized drugs” are any over the counter drugs or any drugs for which the employee has a prescription.

H. “Over the counter drugs” are those legal drugs that are generally available without prescription from a medical doctor.

I. “Policy” means the City’s Drug and Alcohol Policy and Program as adopted and amended from time to time.

J. “Reasonable suspicion training” means any training, seminar, class or course of instruction that trains a person to identify drug or alcohol use.

K. “Use” of drugs or alcohol means consuming, possessing, selling, concealing, distributing, arranging to buy or sell, or reporting for duty under the influence of alcohol or drugs to any degree.

L. “Working hours” means the time in which an employee is engaged in work duties or subject to the control of the City. This includes breaks, lunch, time during which an employee is paid to be on-call, and any time an employee is in a City vehicle.

3. What substance use and behaviors are prohibited by this Policy: Violation of this Policy by any City employee shall be grounds for discipline up to and including termination. No City employee shall do any of the following:

A. Report for work with any detectable level of alcohol, controlled substance, intoxicant, or illegal drug in their system.

B. Report for work visibly or detectably impaired by alcohol or any drug.

C. Engage in the use of any alcohol or illegal drug on City property, at a City work site, while performing any work for the City, or during work hours.

D. Use, obtain, share, manufacture, transfer, or receive any drugs, drug paraphernalia or any other substances that could impair job performance or pose a hazard to the safety and welfare of the employee and/or other employees on City property or time. This does not include sworn police officers handling drugs and paraphernalia during the course of their official duties.

4. Medically Authorized Drugs - Prescription and Over-the-Counter Drugs: The legal use of prescribed drugs or over-the-counter medications is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Clearance from a qualified physician may be required, but in all cases, the City retains the right to make the final determination concerning the employee's fitness to perform work. All City employees are subject to the following requirements with regard to medically authorized drugs:

A. Employees shall report to their immediate supervisor whenever they are using medically authorized drugs that might impair job performance. Each employee shall provide proper authorization from a physician to work while using a prescription drug. It is the employee's responsibility to ask his/her attending physician if a medically authorized drug might impair job performance and to read and follow carefully all label directions.

B. Employees shall report to their immediate supervisor whenever they are using an over-the-counter drug that could impair their performance or safety.

C. All medically authorized drugs shall be kept in their original containers.

D. Employment will not be extended, nor will any current employee be allowed to continue, employment that holds a medical marijuana card and uses marijuana for medical purposes if the job includes performing safety sensitive tasks.

E. Abuse of medically authorized drugs that results in an employee's impaired job performance is a violation of this Policy.

5. Drug and Alcohol Testing: The City has the right to require all employees to submit to drug and alcohol testing (including urine, breathalyzer and/or blood samples) while an employee is at work or on City property whenever there is reasonable cause to suspect that the employee is under the influence of drugs or alcohol or in the event of any on-the-job accident, injury or incident as described in this section. The City will use the services of a licensed laboratory to analyze all test samples.

A. Substances for which employees are tested: Under this Policy, the City may test any employee for alcohol and any drug that is illegal or could impair job performance.

B. Pre-employment drug and alcohol testing: All individuals must take and pass a drug and alcohol test as a post-offer condition of employment. The City will withdraw its offer from any applicant that tests positive for drugs or alcohol. The following procedures shall guide the City's use of alcohol and drug testing for job candidates prior to, and as a condition of, employment with the City:

1. All applicants seeking employment with the City shall submit to a pre-employment drug

and alcohol test.

2. The City may make an offer of employment, including full-time, part-time or temporary employment, contingent upon the candidate receiving a negative result on a drug and alcohol test. If the job applicant refuses to take drug and alcohol test or if the test result is confirmed positive, the City may withdraw any offer of employment.
3. Individuals with a confirmed positive drug test result shall not be eligible for City employment for 6 months.
4. Any employee that is laid-off and seeks reemployment with the City shall be regarded as a new hire for purposes of this Policy and shall be subject to drug and alcohol testing as any other candidate for City employment.

C. Post-accident/incident alcohol and drug testing: The following drug and alcohol testing procedures apply following any on-the-job incidents or accidents that result in personal injury or damage to City property or equipment:

1. All employees involved in any of the following circumstances may be tested at the sole discretion of the City:
 - a. Any injury requiring the employee to leave the job site for medical treatment (other than first aid treatment);
 - b. Any incident involving damage (other than minor damage) to City equipment or property or damage to private property, equipment or a vehicle;
 - c. Direct involvement in an incident surrounding any of the above situations;
2. Police officers injured in line-of-duty shootings or use of force incidents may be tested at the discretion of the Police Chief or the supervising sergeant.
3. Any employee that refuses to submit to a post incident test may be terminated.
4. Employees to be tested shall be escorted by a City manager to a testing facility, or a mobile testing facility may be dispatched to the job site.
5. If the test results are negative, the employee will be reinstated immediately to his/her position based on the regular work schedule or staffing requirements.
6. If the test is positive, the employee may be terminated immediately or the employee may elect to remain in City's employ by entering into a Last Chance Agreement with the City, the terms of which shall control the employee's continued employment with the City.
7. An employee who is required to take a post-incident test is prohibited from using alcohol for eight hours following the incident or until he or she undergoes a post accident alcohol test, whichever occurs first.

D. Reasonable suspicion/cause basis for drug and alcohol testing: All employees shall submit to alcohol and drug testing when a supervisor or manager, who has undergone reasonable

suspicion training, has reasonable suspicion or cause to believe an employee is under the influence of drugs or alcohol or has violated this Policy.

1. Reasonable cause or suspicion to believe an employee has violated this Policy may include any of the following:
 - a. Physical indicators, e.g., pinpoint pupils, dilated pupils, change in skin coloration, bloodshot eyes, excessive perspiration, etc.
 - b. Behavioral indicators, e.g., stumbling, slurred speech, apparent confusion, disorientation, unexplained changes in behavior, etc.
 - c. The smell of alcohol or drugs.
 - d. The discovery or disclosure of alcohol, drugs or paraphernalia at work or during work hours, except for police officers handling drugs or paraphernalia in the line of duty.
2. In the event a manager or supervisor, who has undergone reasonable suspicion training, has reasonable cause to suspect a violation of this Policy, the City shall test the employee for drugs and alcohol as soon as practicable. The employee will not to be permitted to return to work until the City has established that the employee is fit for duty and that the employee did not violate this Policy, including a negative drug and alcohol test result. In the absence of any other concurrent disciplinary action, the City will pay for the straight time lost from work if the test results are negative. If the test results are positive, the employee will be terminated or may elect to remain in the City's employ by entering into a Last Chance Agreement.
3. If a subsequent investigation reveals a violation of this Policy or any other City policy or condition of employment, the employee shall be subject to discipline for those violations notwithstanding a negative drug or alcohol test result.
4. A reasonable cause suspicion is not, in itself, a basis for discipline. Only if that suspicion leads to affirmative evidence that an employee has violated this Policy or any other City policy or condition of employment is discipline justified.

6. Negative Test Results: In the event a reasonable cause suspicion leads to an investigation, drug or alcohol testing, or other inquiry and does not result in evidence of a violation of the City's drug and alcohol policies, the City shall retain no permanent record of that reasonable cause suspicion, investigation or test.

7. First Time Positive Test Result: In the event of a confirmed positive drug or alcohol test for a prospective employee, the City shall withdraw any pending offer of employment. In the event of a first-time confirmed positive drug or alcohol test for an existing City employee, the City shall offer the employee the choice of immediate termination or continued employment under a "Last Chance Agreement." A Last Chance Agreement may also include, at the City's sole discretion, a temporary suspension without pay to last until the employee has established and begun a treatment program as provided in this section. A Last Chance Agreement shall include, at a minimum, the following terms and conditions:

- A Within 24 hours, the employee shall contact a licensed substance abuse counselor to

assess the nature and severity of the employee's problem and establish a treatment program. The employee will also sign the "Release of Confidentiality Information" to allow the counselor to provide information to the HR Director and the employee's department head regarding his/her recommendations for the employee's treatment.

B. Before returning to work, the employee shall enroll in the prescribed treatment program and shall submit to an alcohol and drug test and/or be released by the counselor. After returning to work, the employee shall submit to unscheduled alcohol and drug testing at the City's discretion. The City may also require other conditions. Refusing to take a test during this period shall be a breach of the Last Chance Agreement and will result in termination without recourse.

C. The City may conduct random drug and alcohol tests of any employee working under a Last Chance Agreement. If at any time, the employee produces a second confirmed positive for alcohol or drug use, the employee shall be terminated immediately without recourse. The City may also terminate without recourse an employee for any other violation of a Last Chance Agreement.

D. The employee shall be solely responsible for any costs incurred as a result of full compliance with the Last Chance Agreement that are not covered by insurance.

E. Any employee with a first-time confirmed positive test result who refuses a Last Chance Agreement offered by the City shall be terminated without recourse.

F. The Last Chance Agreement shall remain in place for a maximum of two years.

8. Second Positive Test Result. An employee that produces a second confirmed positive drug or alcohol test shall be terminated immediately without recourse.

9. Option of a Second Test. An employee or job applicant for whom there is a positive alcohol or drug test result may, at his or her expense (but maintaining an independent chain of custody), request that the original sample be sent from the original laboratory to a second licensed or approved facility for testing. Anyone requesting a second test of the sample shall notify the HR Director in writing within three calendar days after the day the employee is informed of the first test results. If disciplinary action is taken for reasons other than a positive test result, results of the second test will have no effect on such an action.

10. Refusal to Test: The city may terminate any employee who refuses to submit to, or cooperate with, drug and alcohol testing under the conditions described in this Policy or who otherwise fails to comply with this Policy. Refusal to test may also result in the individual being barred from future City employment. Refusal to test includes any of the following:

A. Failing to appear for any test within a reasonable time as determined by a supervisor or manager after being directed to do so.

B. Providing false information or a false sample in connection with a test.

C. Attempting to falsify test results through tampering, contamination, adulteration or substitution of samples.

D. Failing to provide for any reason a specimen or breath sample without a valid medical

explanation.

E. Failing to remain readily available for post-incident testing.

F. Failing to cooperate with any aspect of an observed or monitored sample collection or any part of the testing process.

11. Confidentiality: The results and records of alcohol and drug testing of the City are considered confidential and will not be discussed or shared with anyone who does not need to know. These records shall not become part of the employee's personnel file, but will be maintained by the City as part of the employee's separate confidential medical record.

12. Searches: The City has and reserves the right to inspect and/or search at any time without notice all city property, as defined in this Policy, including work space, desks, city lockers and city vehicles at any time for alcohol, drugs and drug paraphernalia that might impair an employee's job performance or may constitute a violation of this Policy. The City may only inspect or search an employee's personal property if there is reasonable cause to believe that the employee has violated this Policy and the employee does not have a reasonable expectation of privacy in the site to be searched. An employee's refusal to submit to or cooperate with any such search or investigation will be considered insubordination, and may subject the employee to disciplinary action up to and including termination. The City may contact local law enforcement officials to assist in an investigation or search.

13. Employee Responsibility: Every City employee is required as a condition of employment to:

A. Comply with all requirements of this Policy

B. Seek assistance if the employee has a substance abuse problem.

C. Encourage other employees to seek assistance when they have a substance abuse problem.

D. Report to the employee's supervisor the employee's use, possession, impairment from use of, sale or trafficking of drugs or alcohol while engaged in City business or on City property.

E. Notify their supervisor in writing within 5 work days after any conviction on a drug or alcohol related crime or motor vehicle infraction if: (1) the violation occurred in the employee's workplace or during the employee's work shift, or (2) the conviction results or may result in the loss of driving privileges for any period of time during which driving is part of the employee's job duties, or (3) the conviction otherwise adversely affects the employee's ability to perform employment duties or (4) the conviction may result in paid or unpaid leave from work.

14. Employer Responsibility: Through the administration and enforcement of this Policy the City will:

A. Endeavor to provide a safe, drug-free and alcohol-free workplace for all employees.

B. Maintain as confidential all medical information obtained about any employee in connection with this Policy. All such medical information will be kept locked and separate from the employee's personnel files and will be released only on a need to know basis and to the employee on request.

15. Other Conditions: The following are further conditions and requirements of employment with the City:

- A. Any employee tampering with, substituting, or altering a drug or alcohol test sample shall be subject to immediate termination. Any offer for employment will be withdrawn to an applicant engaging in such conduct.
- B. All employees shall cooperate fully in any investigations conducted under this Policy.
- C. Any criminal conduct on City property or within work hours shall result in immediate termination.
- D. Employees shall comply with all City rules, policies and job performance standards upon returning to work after completing a treatment program.
- E. Violation of this Policy or rules apart from and including this Policy may result in termination.
- F. The City reserves the right to decide whether or not sufficient reasonable cause exists and the level of discipline to be applied, if any, in the case of a violation of this Policy. Discipline shall be consistent with any applicable collective bargaining agreement with the understanding that the City's zero-tolerance policy for on the job drug and alcohol use means that first time violations may be subject to termination if the employee refuses a Last Chance Agreement.
- G. The City may amend this Policy at any time after providing notice of any proposed changes to the employees and labor Unions and an opportunity to comment. Changes to the actions or circumstances that trigger drug or alcohol testing will be the subject of negotiation with the City's labor unions prior to implementation.

I have read and understand and agree to be bound by the foregoing Drug and Alcohol Policy and Program as a condition of employment with the City of La Center.

Employee Signature

Date

Employee Printed Name

Witness

Appendix A



Certificate of Receipt

A signed copy of this form will be placed in the employee's personnel file.

I, _____, certify that I have received and read the City of La Center's Drug Policy and Program. I understand that, if I fail to abide by the policies of the City of La Center Drug Policy Program, I will be subject to discipline, up to and including termination.

Employee Signature

City Witness's Signature

(Print Name)

(Print Name)

Date

Date

Appendix B



Last Chance Agreement

I, _____, understand that my continued employment with the City of La Center is based upon and constrained by all of the following terms:

1. I must contact a designated treatment facility within 24 hours of execution of the agreement for assessment and treatment recommendation, and I must accept all terms and conditions of the recommended treatment program, and I must cooperate fully with the treatment program counselor, including submitting to any required drug and alcohol tests. In addition, I will provide authorization for any treatment agency, counselor, or physician to release information regarding my treatment, progress, and compliance with the treatment program to the City Clerk.
2. I must comply with all of the requirements of the treatment program, including any and all meetings or counseling sessions. I shall complete the treatment program to the full satisfaction of the treatment agency and the City Clerk within an acceptable period of time in the judgment of that agency and the City Clerk.
3. I must submit to periodic random testing for drugs and/or alcohol at the City Clerk's discretion for the next 24 months.
4. I acknowledge that the nature of my abuse problem requires close supervision by the City Clerk. I accept this supervision with the understanding that it is a necessary part of the recovery process.
5. I must comply with all rules and regulations set forth in the City of La Center's Drug and Alcohol Policy. I understand that failure to follow these guidelines may result in termination.
6. I understand that while I am on suspension or absent from the workplace during my discipline and treatment my vacation and other benefits are adjusted in the same manner as if I were on layoff.
7. I understand that at the end of the period covered by this "Last Chance Agreement" the City Clerk will, at his/her sole discretion determine whether to release me from this agreement, modify it, or continue it. This decision will be based on treatment compliance and an evaluation of work performance.

I understand and agree that my reinstatement and continued employment are contingent upon my satisfactorily meeting all of the above terms of this agreement. Should I fail to fully comply with all of the above-stated terms, I recognize and agree that I can be terminated immediately with no recourse to any defenses, objections, grievance process, hearing or appeal. By signing this agreement I willingly relinquish my grievance and hearing rights, and I understand this agreement was extended to me in lieu of immediate termination.

I have fully read, understand and agree to be bound by all of the above-stated terms and conditions:

Employee Signature

City Witness's Signature

(Print Name)

(Print Name)

Date

Date

Appendix C



THE CITY OF LaCENTER INTERNET, E-MAIL and ELECTRONIC COMMUNICATION POLICY

The following policy applies to all full and part-time city employees, elected and appointed city officials, contract employees, volunteers and other affiliates of the City of LaCenter who use City provided computers, cellular telephones, pagers, internet access, e-mail and any other device or equipment for electronic communication. The purpose of this policy is to provide these users with guidelines for responsible use of City computers and communication equipment, to establish restrictions on the use of city-provided equipment and communication devices, and to facilitate the retention and preservation of public records. The City of LaCenter reserves the right to interpret this policy and to determine what constitutes appropriate use of the internet, e-mail or other means of electronic communication on city-provided equipment under this policy.

Before using the City's computer network to access the internet, all City employees, officials, contractors and volunteers with access to a city computer the City's computer system, a city cellular telephone or pager must read and agree to the following policy and requirements. Each prospective user of city-provided equipment must understand that all communication on this equipment is subject to public disclosure under the Washington Public Records Act (RCW chapter 42.56) and the rules of discovery in the event of a lawsuit. The City's internet connection is monitored, and a log of users, internet use history and e-mails sent and received is maintained.

POLICY: It is the City's Policy to:

1. Ensure and protect the security, reliability, and privacy of the City's computers, computer systems, network and data.
2. Ensure the security of sensitive City data and all public documents and information that is, or could be, exempt from disclosure under the Public Disclosure Act.
3. Prohibit use or activities on any city-provided computer or communication device that may result in civil or criminal liability to the City or any City employee or official.
4. Encourage responsible use of city computers and the city's computer system by:
 - Using the internet and e-mail during work hours only for the conduct of City business;
 - Limiting internet connect time to only that necessary to conduct City business;

I HAVE READ, UNDERSTAND AND AGREE TO THE FOLLOWING:

1. My City computer, account and password shall be used only by me, and I will not share my

computer, account or password with any other person.

2. Use of City computers, the City computer system, network equipment, software and resources shall be for official City business only.
3. There is, and I have, no expectation of privacy in any communication that I send or receive on city-provided communication equipment, such as computers, cellular telephones and pagers, including e-mail, web browsing and internet history, instant messaging and text messaging. Any and all communication to or from me on city-provided equipment is open to review and inspection by my supervisor and may constitute a public record subject to disclosure under the Public Records Act.
4. When using City computers and any city-provided communication device, I will adhere to a basic code of conduct that includes the above guidelines and the following:
 - Respect the privacy of others.
 - No harassing, defamatory, sexually explicit or threatening communication to anyone within or without the city
 - Clearly identify personal opinion or observation.
 - No advertising or commercial activities for personal gain.
 - No repeated unsolicited, unwanted or intrusive communication.
 - No use of city-provided computers or communication equipment for any political purpose or communication about a candidate or measure election
5. I agree to not alter system software or hardware configurations to install or download any software of any kind on a city-provided computer or on the City computer system without the System Administrator's authorization.
6. I agree to not accept or agree to any software or utility use agreement on a city-provided computer without first obtaining permission to do so from the System Administrator or City Attorney.
7. I agree to not deliberately interfere with the network services delivery or administration of computer resources.
8. I agree to not use internet subscriber services that maintain an active, full time or continually updating connection or other technologies that may interfere with the effective operation of the City's computers or computer system.
9. I agree to not use any city-provided computer to access the internet without virus protection software installed and running at all times.
10. I agree to not install or download any software from the internet onto a city-provided computer without first obtaining permission of the System Administrator or City Attorney.
11. I agree to use the City's network, internet connection and city-provided computers and communication devices for lawful purposes only and to comply with the terms and conditions of software license agreements. Transmission, distribution or storage of any information, data or materials in violation of Federal, State or municipal law is prohibited. Copyright violations are

Federal offenses that may result in civil and criminal penalties to individual computer users and the City of LaCenter.

12. I understand that a copy of this Policy will be placed in my personnel file and that violations of this Policy may be punishable by disciplinary action as deemed appropriate by the department manager up to and including discharge from employment.

Signature

Date

Appendix D

STATEMENT OF CONFIDENTIALITY

As a public official of the City of LaCenter, I recognize that state law prohibits the public disclosure, and requires strict confidentiality, of certain public documents and their contents. These nondisclosable documents are listed in RCW 42.56.230 through 42.56.480 and include the following:

- Tax payer information where the information can be connected to, or identifies, a particular personal or corporate tax payer;
- Any personal information about city employees, appointees or elected officials where disclosure would violate the person’s right to privacy, including home addresses, telephone numbers and the like;
- Any confidential information – in either oral or written form – gained by reason of an official’s position, including any information learned or obtained in an executive session of city council;
- Medical records;
- Criminal history information and information about organized crime; and
- Juvenile records;
- Preliminary drafts, notes, recommendations, and intra-agency memorandums in which opinions are expressed or policies formulated or recommended except that a specific record shall not be exempt when publicly cited in connection with any given action;
- Information from or about applicants for public employment, including names and addresses and similar information;
- Documents relevant to any present or potential controversy, including law suits and legal disputes, in which the city is involved as a party, except those documents that could be obtained through pretrial discovery;
- Valuable formulae, designs, drawings and research data when disclosure would produce private gain and public loss. These documents may include information submitted by bidders seeking public contracts.
- Contents of a real estate appraisal made by or for the city;
- Records compiled as part of an on-going criminal, civil or disciplinary investigation.

By signing this Statement, I agree to abide by these confidentiality requirements. I agree to not disclose to anyone any – either orally or in writing – any information that is prohibited from disclosure. With regard to any documents that are exempt from disclosure, I agree to not disclose the content of any such documents without first consulting with the City Attorney or the City’s Custodian of Public Records.

Signature

Date

Appendix E

**RECEIPT OF PERSONNEL POLICY AND PROCEDURE MANUAL
AND ACKNOWLEDGMENT OF AT-WILL STATUS**

A signed copy of this form will be placed in the employee's personnel file.

I, _____, hereby acknowledge receipt of a copy of the La Center Personnel Policy and Employee Manual and acknowledge my responsibility to read, understand and comply with the contents thereof.

I understand that my employment with La Center is "at-will". This means that just as I am free to resign at any time, La Center is free to terminate my employment at any time, with or without cause or advance notice, and without compensation except for time actually worked. I understand that none of the statements contained in the La Center Personnel Policy and Procedure Manual and no statements made or written elsewhere can be construed as a contract, implied contract, promise of permanent employment, of employment for any particular duration, of discharge only for cause, or as a guarantee of any particular disciplinary or discharge procedures, unless the promise is in a written employment agreement signed by the Mayor.

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

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

I have read and understand the statements above.

Employee Signature

Date

Employee Printed Name

Witness