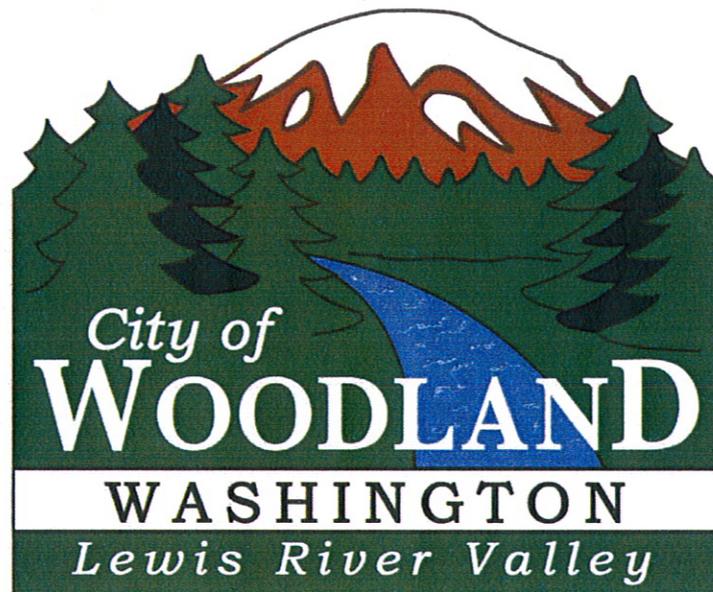


# CITY OF WOODLAND

## PERSONNEL POLICY Ordinance No. 1184



July 6, 2010

Personnel Policies for

# The City of Woodland

Reference Ordinance No. 1184

Adopted By

The Woodland City Council

July 6, 2010

## Disclaimer of Liability

*This manual is a publication of the City of Woodland, Washington. These materials are not intended and should not be used as a substitute for specific legal advice or opinions regarding personnel policies and procedures. The City of Woodland will not be responsible for liability due to the use of language contained in this document.*

# ACKNOWLEDGEMENT

## Members of the Personnel Committee:

**Susan Humbyrd, Chairperson**  
**Marilee McCall, Councilmember**  
**Al Swindell, Councilmember**  
**Mari E. Ripp, Clerk-Treasurer**  
**Mike Jackson, Fire Chief**  
**Rob Stephenson, Police Chief**  
**Steve Branz, Public Works Director**

## Mayor:

**Chuck Blum**

## City Council:

**John "JJ" Burke**  
**Benjamin Fredricks**  
**Susan Humbyrd**  
**Tom Mattison**  
**Marilee McCall**  
**Al Swindell**

# TABLE OF CONTENTS

## Section 1. General Provisions

Ordinance No. 1184 – Title and authority.....	1
a. Objective.....	2
b. Interpretation.....	2-3
c. Effect on Collective Bargaining.....	3
d. Modification of Policies and Procedures.....	3

## Section 2. Definitions.....

3-8

## Section 3. Classification of Positions.

a. Purpose.....	8
b. Position Descriptions.....	8
c. Limitation.....	8
d. Amendments... ..	8
e. Classification Plan.....	9-10
f. Supervisory Ratio.....	10
g. Chain of Command.....	11

## Section 4. Equal Employment Opportunity

a. Statement of Policy.....	11
b. Prohibition Against Discrimination.....	11
c. Prohibition Against Harassment.....	11
d. Veteran’s Preference.....	11

## Section 5. Recruitment and Applications.

a. Mayor as Personnel Officer.....	12
b. Methods of Recruitment.....	12
c. Notice of Qualifications.....	12
d. Application Form.....	12
e. Testing of Applicants.....	12
f. Interviews.....	13
g. Medical Examinations.....	13

## Section 6. Appointment to Vacant Positions.

a. Experience as Substitute for Education.....	13
b. Selection.....	13
c. Nepotism Prohibited.....	13
d. Appointment.....	13
e. Probationary Period.....	13
f. Performance Evaluations.....	13-14

## Section 7. Compensation Plan.

a. Purpose .....	14
b. Annual Review of Plan.....	14
c. Annual Adoption of Plan.....	14
d. Pay Periods.....	15
e. Time Sheets.....	15
f. Compensation of New Employees.....	15
g. Compensation Upon Reinstatement .....	15
h. Step Increases In Compensation .....	15
i. Compensation Upon Promotion.....	16
j. Compensation Upon Transfer .....	15-16
k. Compensation Upon Demotion .....	16
l. On-Call Compensation.....	16
m. Overtime Pay.....	16
n. Health Care, Hospitalization and Medical Aid.....	16-17
o. Dental Care .....	17
p. Long Term Life Disability Insurance .....	17
q. Cost Not Deemed Additional Compensation .....	17
r. Reimbursement of Training Costs.....	17
s. Registration Fees.....	17-18
t. Reimbursement for Use of Personal Automobiles .....	18
u. Reimbursement of Other Expenses .....	18
v. Claims for Reimbursement .....	18
w. Deferred Compensation .....	18
x. Public Employee's Retirement.....	18
y. Retirement Plan In Addition to Social Security.....	18
z. Exceptional Compensation: Declared Disaster Periods.....	19
aa. Wellness Program.....	19-21
bb. Employee Use of City Facilities.....	21
cc. Employee/Volunteer Recognition Program (Res 425).....	21-22
dd. Cellular Phone Acquisition and City Official/Employee Use .....	22-24

Section 8. Performance of Duties.

a. Policy As To Job Performance .....	24
b. Conflicts Of Interest And Outside Employment.....	24
c. Volunteering by City Employees.....	25
d. Administrator .....	25
e. Grievance .....	25

Section 9. Hours of Work.

a. Normal Hours .....	25-26
Flex Schedules.....	26
b. Overtime Policy .....	26
c. Holidays.....	26-27
d. On-Call Policy .....	27
e. Compensatory Time .....	27

f. Administrative Time.....	27
g. Attendance.....	27-28

Section 10. Sick Leave.

a. Accrual of Sick Leave.....	28
b. Use of Sick Leave .....	28
c. Procedure For Claiming Sick Leave.....	28
d. Transfer to Leave of Absence Or Vacation .....	28
e. Penalties For Abuse of Sick Leave.....	28
f. Payment Of Accumulated Sick Leave.....	28-29
g. Leave Sharing (Ordinance 804) .....	29-30
h. Leave of Absence .....	30
i. Leaves of Absence-General.....	30-31

Section 11. On-The-Job Injury.....

31-32

Section 12. Other Leave.

a. Maternity Leave .....	32
b. Medical Leave of Absence .....	32-33
c. Family and Medical Leave .....	33
d. Military Leave.....	33
e. Jury Duty Leave .....	33
f. Bereavement Leave.....	34
g. Unusual/Incliment Weather Conditions .....	34-35

Section 13. Vacation.

a. Accrual of Vacation Time.....	35-36
b. Vacation Requests.....	36
c. Accumulated Vacation Time .....	36
d. When Vacation May Be Taken.....	36
e. Payment of Accumulated Vacation .....	36

Section 14. Promotion.

a. Preference for Promotion .....	36
b. Preparation For Promotion .....	36
c. Selection For Promotion .....	36-37
d. Promotion/Probationary Period .....	37
e. Compensation Upon Promotion.....	37

Section 15. Transfer.

a. Preference For Transfer .....	37
b. Preparation For Transfer .....	37
c. Selection For Transfer .....	37
d. Promotion/Probationary Period .....	37
e. Compensation Upon Promotion.....	37

<u>Section 16. Reduction in Force.</u>	
a. Authorization of Reduction .....	37
b. Order of Layoffs.....	37-38
c. Transfer Or Demotion .....	38
d. Preference For Reinstatement .....	38
e. Compensation Upon Reinstatement .....	38

<u>Section 17. Resignation.</u>	
a. Resignation Procedure.....	38
b. Severance Pay .....	38
c. Automatic Resignation.....	38
d. Exit Interview.....	38-39
e. Employment Reference .....	39
f. Letters Of Recommendation .....	39

<u>Section 18. Retirement.</u>	
a. Retirement Procedure.....	39

<u>Section 19. Disciplinary Action.</u>	
19.1 Overview of Disciplinary Process.....	39-40
19.2 Application to Specific Employees .....	40
19.3 Acts or Omissions Subject to Discipline.....	40-42
19.4 Types of Disciplinary Actions.....	42
1. Oral Warning.....	42
2. Written Warning.....	43
3. Written Reprimand.....	43
4. Probation.....	43
5. Demotion.....	43
6. Suspension.....	43-44
19.5 Pre-disciplinary Hearing.....	44
19.6 Termination.....	45

<u>Section 20. Employee Code of Ethics</u>	
a. Purpose .....	45
b. Use of City Property.....	45-46
c. City Vehicle Use .....	46
1. Policy .....	46
2. Rules applicable to all city vehicles. ....	46-47
3. Public Works vehicles equipment.....	47
4. Public safety vehicles and equipment.....	47-48
d. Interest Defined .....	48
e. Conflict of Interest – General.....	48-49
f. Conflict of Interest – Contracts.....	49
g. Disclosure of Information or Records .....	49-50

h. Employee Political Activity .....	50-51
i. Sunshine Funds.....	51
j. Solicitations .....	51
k. Personnel Records.....	52

Section 21. Electronic Mail and Internet Policy..... 52

a. Statement of Purpose.....	52
b. Electronic Mail (e-mail).....	52-53
c. Repelling Unwanted E-Mail.....	53
d. Liability.....	53
e. Discipline/Enforcement of Policy.....	53
f. Types of E-Mail Restrictions.....	53-54
g. Technical Support.....	54
h. Internet Use.....	54
i. Internet Use Limited to City Business.....	54-55
j. Authorized Users.....	55
k. No Privacy Rights.....	55
l. Professional and Courteous Communications.....	55
m. Duty to Abide by Procedures Established by the City Clerk Treasurer...56	
n. Supervision.....	55
o. Discipline/Enforcement of Policy.....	55-56

Section 22. Sexual Harassment Policy & Procedure (1999-2001).

a. Purpose .....	56
b. Policy and Objectives.....	56
c. Definitions .....	56-57
d. Reporting Procedures.....	58
e. Management’s Responsibility.....	58-59
f. Employees’ Responsibility (not the alleged victim).....	59
g. Alleged Harasser’s Responsibility.....	59
h. Violations of Policy.....	59-60

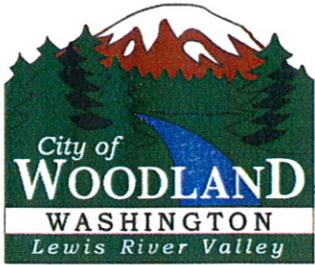
Section 23. Drug-Free Work Place

a. Expectations of Employees.....	60
b. Tobacco Use.....	60

Section 24. Substance Abuse (See Policy No. 2002-001)

a. Purpose.....	60
b. Scope.....	60-61
c. Policy .....	61-62
d. Assistance Program/Voluntary Referral.....	62
e. Compliance with Drug Free Workplace Act.....	62-63
f. Compliance with Federal Regulations Applicable to Commercial Drivers.....	63-64
g. Prohibited Behaviors.....	64-65
h. Mandatory Training for Commercial Drivers.....	65

i. Drug & Alcohol Testing Program for Commercial Drivers .....	65-66
j. Post-Accident Testing.....	66
k. Random Testing .....	66
l. Return to Duty Testing.....	66
m. Follow-up Testing.....	66
n. Re-tests.....	66
o. Test Results. ....	66
p. Challenges to Test Results. ....	66
q. Refusal by a Commercial Driver to Submit to an Alcohol/Drug Test. ....	67
r. Securing Information from Previous Employers.....	67
s. Consequences for Commercial Drivers of Engaging in Prohibited Behaviors and/or of Positive Drug or Alcohol Test Results.....	67-68
t. Procedures for Drug or Alcohol Testing of City Employees other than Commercial Drivers .....	68
1. Supervisory Responsibility .....	68
2. Observation .....	68
3. Referral for Testing.....	68-69
4. Test Results.....	69
5. Discipline / Treatment.....	69-70
6. Sale or Transfer of Drugs.....	70
p. Confidentiality and Record Retention.....	70
<u>Section 25 Whistleblower (Resolution 338) .....</u>	<u>70</u>
<u>Section 26. Americans with Disabilities.</u>	
a. Employment.....	71
b. Accommodations .....	71
c. Policy .....	71
<u>Section 27. Grievance Procedure.</u>	
a. Eligibility .....	71
b. Step 1. Review by Immediate Supervisor. ....	71
c. Step 2. Review by Department Head .....	71
d. Step 3. Review by Mayor.....	71
<u>Section 28. Severability .....</u>	<u>71</u>
<u>Section 29. Repealer.....</u>	<u>71</u>
<u>Section 30. Effective Date. ....</u>	<u>72</u>



# MEMO

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**To:** Human Resources / Government Committee  
**From:** Mari Ripp, Clerk-Treasurer  
**Re:** Personnel Policy – Suggested Changes to Ordinance No. 1184  
**Date:** December 5, 2012

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The following is a list of items that will need to have draft language prepared, reviewed and a final recommendation made to the Human Resources Committee. There is a lot of review work to complete on this and this will need to be continued to 2013 to the HR Committee workplan.

1. Review Family Leave and FMLA – refer to City Attorney or Labor Attorney for language review and suggested changes
  - a. Injured Service Member leave
  - b. FMLA qualifying Exigency Leave
2. Leave of Absence – General
3. Leave of Absence – Medical
4. Maternity Leave
5. Military Duty
6. Sabbatical Leave
7. Domestic Violence Leave
8. Investigatory Meeting-Suggested language
9. Alternative Work Schedule
10. Employee Assistance Program
11. Sick leave
  - a. Caps on accrual
  - b. Cash out
  - c. WA law and serious health condition language
12. Vacation leave
  - a. Cash out / Buy back of a portion of vacation bank
  - b. Accrual schedule for those hired after new policy effective date
13. Bereavement Leave
14. Council Travel / Training policy #2012-001 [add to next re-print of Personnel Policy]
15. Personal Appearance and Dress
16. Aromatic Sensitivities
17. Tobacco Use
18. Reclassification
19. Layoffs
20. Furloughs

Personnel Policy – Suggested Changes to Ordinance No. 1184

February 4, 2013

Prioritized by the HR/Gov Committee

Dept./Person Assigned to:	Priority #	Start date:	Finish Target date:	Item #	Title
	1				Alternative Work Schedule
	1				Flex time a. Union contracts b. Exempts c. FLSA requirements
	1				Leave: Sick leave a. Caps on accrual [for new contracts] b. Cash out c. WA law and serious health condition
	1				Leave: Vacation leave a. cash out/ buy back of a portion of vacation bank b. cash out - union contracts for police & fire c. Accrual schedule for those hired after REVISED policy date d. Accrual and carryover for current exempts with employment contracts e. Accrual cap for those hired after REVISED policy date
	2				Leave: Review Family Leave and FMLA – refer to City Attorney or Labor Attorney for language review and suggested changes a. Injured Service Member leave b. FMLA qualifying Exigency leave
	2				Leave: Leave of Absence – General
	2				Leave: Leave of Absence – Medical
	2				Leave: Bereavement Leave a. Look at union contracts vs. Personnel Policy b. Attendance at funerals for former employees c. Closure of city offices as it relates to current or past employees for staff to attend the funeral service
	2				Leave: Maternity Leave
	2				Leave: Military Duty / Military leave

Dept./Person Assigned to:	Priority #	Start date:	Finish Target date:	Item #	Title
	2				Leave: Sabbatical Leave
	2				Leave: Domestic Violence Leave
	2				Investigatory Meeting (Discipline)-Suggested language
	2				Personal Appearance and Dress
	2				Furloughs
	2				Leave: Compassionate leave
	3				Employee Assistance Program
	3				Council Travel / Training policy #2012-001 [add to next re-print of Personnel Policy]
	3				Aromatic Sensitivities
	3				Tobacco Use
	3				Employment Contracts
	3				Reclassification a. with promotion with on-the-job training and pay
	3				Out of Class pay
	3				Direct deposit
	3				Layoffs
	3				New employee orientation
	3				Equal Employment
	3				Harassment and/or discrimination
	3				Weapons
	3				Respectful workplace
	3				Pre-employment drug screens
	3				Social Media

## Sick Leave Survey - Exempt positions

<u>Entity</u>	<u>Accrual Monthly</u>	<u>Max Accrual Cap</u>	05/01/2013
LaCenter	8 hrs	960 hrs	( Police get 12 hrs monthly)
Ridgefield	8 hrs	1200 hrs	
Kalama	8 hrs	1200 hrs	
Longview	8 hrs	1200 hrs	
Kelso	8 hrs	720 hrs	
Castle Rock	8 hrs	840 hrs	
Cowlitz County	7.5 or 8 hrs	1200 hrs	(Payout is 360 is the max amount upon termination)
Clark County	8 hrs	1200 hrs	
Woodland	8 hrs	1600 hrs	(Payout is 240 max sick leave combined with vacation)

<u>Vancouver :</u>	<u>Paid Time Off (PTO)</u>	<u>Semi-Monthly Accrual</u>	<u>Maximum Accumulation</u>
5 Years Svc		9.17 hrs=18.34 mo	440
10 Years Svc		10.17 hrs=20.34 mo	488
15 Years Svc		11.17 hrs=22.34 mo	536
20 Years Svc		12.17 hrs=24.34 mo	584
20+		13.17 hrs=26.34 mo	632

these policies. Employees are expected to be at their work station or work site and be prepared to begin work at the starting time. Abuse of attendance or hours of work rules may result in disciplinary action.

**SECTION 10. Sick Leave.** 

- (a) **Accrual of Sick Leave.** An employee shall accrue sick leave at the rate of eight (8) hours for each month of employment in paid status, including the probationary period of employment. Sick leave is accruable to no more than 1,600 hours. Sick leave is not earned during a leave without pay. Employees do not earn sick leave and may not use any earned but unused sick leave, during a suspension without pay.
- (b) **Use of Sick Leave.** Sick leave shall not be available for use during the first thirty (30) days of the probationary employment period and, thereafter, will be granted for, and shall be used for, the following purposes only:
1. Personal illness, hospitalization, or out-patient medical care;
  2. Medical quarantine;
  3. Personal dental care;
  4. Death of a member of the employee's immediate family when three days of funeral leave has been used;
  5. Care of a member of an employee's immediate family (spouse, child, grandchild, parents, grandparents, brother or sister) or any family member or other person dependent upon the employee, with a health condition that requires treatment or supervision.
- (c) **Procedure for Claiming Sick Leave.** An employee shall promptly report to the Department Head or their designee any condition or anticipated condition necessitating the use of sick leave and shall keep the Department Head informed of the duration of the employee's absence. Upon return to work, the employee shall complete any required sick leave forms, and if the Department Head so requires, shall supply a doctor's or dentist's certificate concerning the employee's or child's medical or dental condition, or a copy of a death certificate or obituary notice, as appropriate.  
Note: Employee calling in sick should talk to someone in charge, not leave message on voice mail.
- (d) **Transfer To Leave of Absence or Vacation.** If any employee exhausts all accrued sick leave, but still unable to return to work, such employee shall request, in writing, vacation or leave of absence from the Department Head.
- (e) **Penalties for Abuse of Sick Leave.** Any employee found to have abused sick leave benefits by falsification or misrepresentation shall be subject to disciplinary action.
- (f) **Payment of Accumulated Sick Leave.** Upon death, termination or retirement, an employee (or a deceased employee's beneficiary) shall receive payment equal to twenty-

five percent (25%) such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay: Provided, however, that under no circumstances may an employee's payment for accumulated sick leave and vacation leave exceed two hundred forty (240) hours. Sick leave is accruable to no more than 1,600 hours.

**(g) Leave Sharing. (See Ordinance No. 804).**

- A. The Department Supervisor, with the Mayor's approval, may permit an employee to receive shared leave under this ordinance if:
  - i. The employee suffers, or has an immediate family member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to: a) go on leave without pay status; or b) terminate City employment;
  - ii. The employee's absence and the use of shared leave are documented by a qualified medical professional;
  - iii. The employee has depleted or will shortly deplete his or her monthly vacation leave, sick leave and compensatory reserves and is ineligible for any other benefits which might be available, with the exception of state public assistance; and
  - iv. The employee has been found to be ineligible for benefits under RCW Chapter 51.32 (Worker's Compensation) and ineligible to receive or is not receiving disability insurance payments. LEOFF I Members are excluded from giving or receiving under this ordinance; and
  - v. The employee has been eligible for sick leave and abided by City rules regarding sick leave use.
- B. The Clerk-Treasurer shall determine the amount of sick leave and/or vacation leave, if any, which an employee may receive as outlined in Section (A). The amount of sick leave and/or vacation leave which an employee may receive as a donation shall be based on the expected duration of the absence from work. No employee shall receive more than a total of 90 days.
- C. Donated leave shall be utilized in the order of receipt by the Clerk-Treasurer (first in, first out). Such leave shall be donated in eight (8) hour increments.
- D. An employee who has an accrued sick and vacation leave balance of more than thirty (30) days may request that the Clerk-Treasurer transfer a specified amount of sick or vacation leave to another employee authorized to receive leave under subsection (A) of this section. To be eligible to donate sick or vacation leave, the donating employee must retain 25% of their accrued sick and vacation leave, or not less than thirty (30) days, after the transfer of shared leave.
- E. Transfers of leave authorized by the Department Supervisor and the Mayor under subsection (D) of this section, shall not exceed the approved amount. All donations of shared leave shall be entirely voluntary.

**City of Woodland**  
**Flex Schedule Directive for Exempt Employees**  
**September, 2012**

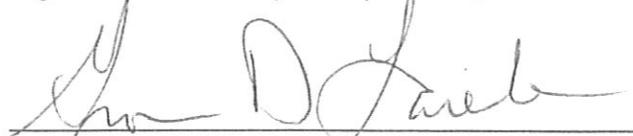
The City of Woodland Personnel Policy (Ordinance 1184 / July 6, 2010) section 9a outlines the policies and procedures relating to Flex Schedules. The policy says that the Mayor will approve Flex Schedules for exempt employees. The following guidelines are the mayor's directive for use of Flex Schedules by department heads and exempt employees:

- The normal work week consists of 40 hours a week, 8 hours a day Monday through Friday between the hours of 7:00 AM and 6:00 PM.
- Exempt employees and department heads may be required to work hours in excess of their normal work week. This excess time is considered part of the salary paid for the position they hold with the city. Except as authorized by the personnel policy, employee contract or these guidelines, employees should not expect to receive extra pay or time off if they work hours in excess of their normal work week.
- Exempt employees & department heads are authorized 8 hours per month as administrative time (section 9f). Administrative time is allocated to partially recoup these extra hours worked attending meetings and other required duties.
- On occasion employees may need to flex their work schedule to attend to required job duties. Examples of Flex Scheduling could be:
  - Taking a weekday off when the employee is required to work a weekend.
  - Taking time off during or after emergencies that require excessive hours to be worked which could endanger the employee's health and welfare.
  - Employee is required to extra hours early in the week and may go home early on Friday afternoon.

Flex scheduling is not a normal practice and requires the approval of the Mayor. Normally any flexing of schedules will occur during the same pay period the extra hours are worked.

Flex Schedule hours previously accrued under the previous procedure must be used by December 31, 2012. This directive becomes effective on September 15, 2012.

Signed on the 5<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
Grover B. Laseke, Mayor

## Mari Ripp

---

**From:** Mari Ripp  
**Sent:** Wednesday, January 23, 2013 10:30 AM  
**To:** Grover Laseke (LasekeG@ci.woodland.wa.us)  
**Cc:** Bill Eling; Phil Riche; Bart Stepp (steppb@ci.woodland.wa.us); Carolyn Johnson (johnsonc@ci.woodland.wa.us); Gina Anderson; Michael Jackson; Rob Stephenson WPD (stephensonr@woodlandpd.org)  
**Subject:** FW: Research Request

Employment / Personnel matter:

We received a reply from MRSC in regards to the exempt employment contracts and how it relates to changing provisions for a possible cap on accruals, changing accrual schedules, change to flex time and any other proposed changes as suggested by HR Committee/Council. Joe Levan, MRSC, reviewed 2 contracts (mine from 1995 and Bart's from 2012). He points out the following:

1. The older contracts (Ripp, Stephenson, Anderson, Jackson and possibly Stepp) all would have to be negotiated for an amendment and per the contract language would have to be "voluntarily agreed upon" by the employee AND the City before it would be effective. Bart's contract has conflicting language in Section 4 and Section 6, so the City Attorney would need to comment on this. MRSC suggests that all future contracts include language that the Personnel Policy is incorporated by reference and any future changes would hereinafter amend the contracts. So for the current contracts, the City would have to give written notice of the proposed amendment and reference the "X" provision of the contract and then have agreement with the employee and then both sign and attach to the current agreements. It is not automatic.

Employment Agreements for ALL (Ripp, Stephenson, Anderson, Jackson, Stepp):  
Section 6. CONSTRUCTION OF AGREEMENT

It is understood and agreed that the terms and conditions described in this Agreement constitute the essential terms and conditions of the employment agreement between the City and Employee, all of which have been voluntarily agreed upon. City and Employee agree that there are no other essential terms or conditions of the employment relationship that are not described within this Agreement, and that any change in the essential terms and conditions of this Agreement will be written down in a supplemental agreement which shall be signed by both the City and Employee before it is effective.

Employment Agreement for Bart Stepp:

Section 4. SALARY AND BENEFITS

Employee shall receive the employee benefits set forth in "Personnel Policies for the City of Woodland", duly enacted as City of Woodland Ordinance No. 1184, **as presently enacted or as later amended**. The Personnel Policies for the City of Woodland are incorporated by reference in this Agreement, unless explicitly excluded, and are attached as Exhibit B.

This is on the agenda for the HR Committee this Thursday, 5:30 p.m. and will be discussed.

Mari E. Ripp   
Clerk-Treasurer, CMC, PFO, CPFIM

City of Woodland  
PO Box 9, Woodland WA 98674  
(360) 225-8281 x14; (360)225-7336 fax  
[rippm@ci.woodland.wa.us](mailto:rippm@ci.woodland.wa.us)  
[www.ci.woodland.wa.us](http://www.ci.woodland.wa.us)



---

**From:** Joe Levan [<mailto:jlevan@mrsc.org>]  
**Sent:** Tuesday, January 22, 2013 5:00 PM  
**To:** Mari Ripp  
**Subject:** Research Request

I received your emails today. I'm looking into this matter and I'll get back to you tomorrow.

Best Regards,

Joe Levan  
Legal Consultant  
Municipal Research & Services Center  
2601 4th Ave., Ste. 800  
Seattle, WA 98121  
Phone: (206) 625-1300 or (800) 933-6772  
Email: [jlevan@mrsc.org](mailto:jlevan@mrsc.org)  
Web: [www.mrsc.org](http://www.mrsc.org)  
Facebook: [www.facebook.com/munigov](http://www.facebook.com/munigov)

---

**From:** Mari Ripp [<mailto:rippm@ci.woodland.wa.us>]  
**Sent:** Tuesday, January 22, 2013 12:47 PM  
**To:** Receptionist  
**Subject:** RE: Research Request

Here are the attachments that go with the request for review. Attached are Agreements originated in 1995/96 and 2004 and the other the most recent employment contract from 2012. Please forward them to the consultant. Thank you.

Please see Employment Agreement, Mari Ripp, Section 4 a,b,c and section 6>> City and Employee agree that there are no other essential terms or conditions of the employment relationship that are not described within

this Agreement, and that any change in the essential terms and conditions of this Agreement will be written down in a supplemental agreement which shall be signed by both the City and Employee before it is effective.

Excerpt:

#### 6. CONSTRUCTION OF AGREEMENT

It is understood and agreed that the terms and conditions described in this Agreement constitute the essential terms and conditions of the employment agreement between the City and Employee, all of which have been voluntarily agreed upon. City and Employee agree that there are no other essential terms or conditions of the employment relationship that are not described within this Agreement, and that any change in the essential terms and conditions of this Agreement will be written down in a supplemental agreement which shall be signed by both the City and Employee before it is effective.

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent be determined invalid or unenforceable, the remaining provisions hereof shall not be affected thereby and shall be deemed valid and fully enforceable to the extent permitted by law.

Any notice hereunder shall be sufficient if in writing and delivered to the party or sent certified mail, return receipt requested and addressed as follows:

If to City: Mayor-City of Woodland  
P.O. Box 9  
Woodland, WA 98674

If to Employee: XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXX  
XXXXXXXXXX, WA 986XX

This agreement is made and shall be construed and performed under the laws of the State of Washington.

The waiver by City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver by City of any subsequent breach by Employee.

The captions and headings of the paragraphs of this Agreement are for convenience and reference only and are not to be used to interpret or define the provisions hereof.

Mari E. Ripp  
Clerk-Treasurer, CMC, PFO, CPFIM

City of Woodland  
PO Box 9, Woodland WA 98674

(360) 225-8281 x14; (360)225-7336 fax  
[rippm@ci.woodland.wa.us](mailto:rippm@ci.woodland.wa.us)  
[www.ci.woodland.wa.us](http://www.ci.woodland.wa.us)

-----Original Message-----

From: Receptionist [<mailto:Receptionist@mrsc.org>]  
Sent: Tuesday, January 22, 2013 9:57 AM  
To: Mari Ripp  
Subject: RE: Research Request

Your research request has been received and assigned to a consultant.  
Thank you!

Stacia Sander  
Receptionist  
Municipal Research and Services Center of Washington  
206.625.1300  
[www.mrsc.org](http://www.mrsc.org)

-----Original Message-----

From: [rippm@ci.woodland.wa.us](mailto:rippm@ci.woodland.wa.us) [<mailto:rippm@ci.woodland.wa.us>]  
Sent: Tuesday, January 22, 2013 9:56 AM  
To: Receptionist  
Subject: Research Request

Name: Mari Ripp  
Title: Clerk-Treasurer  
Jurisdiction: Woodland  
Phone: 360 2258281  
Fax: 360 2257336  
E-mail: [rippm@ci.woodland.wa.us](mailto:rippm@ci.woodland.wa.us)

Research Request:

Our city has employment contracts for our exempt department heads. They were approved by the city council and the mayor signed them, over the past 25+ years, depending on who occupies the positions. Our council is exploring putting a cap on the vacation accruals (there are none now) per our personnel policy (which applies to exempts.) The question has arisen that - if the council changes the personnel Policy (which is an ordinance) and apply it to the current contract employees? Can they

change it without re-negotiating the contracts? Would the contracts have to be terminated first? Who can terminate the contracts? Or are the current contracts "grandfathered" in as far as benefits, accruals, caps, etc as it relates to the existing contracts or only for new hires? I would need to send you the electronic copy of the contract and the personnel policy. Where should I send it? We have an HR Committee meeting on Thursday, January 24th, so is it possible to get a response before this meeting at 5:30 p.m.?

**Employee-Initiated Time Off.**

1. In hazardous conditions, but short of a shut-down declaration, employees are authorized some discretion in deciding not to report for work or to leave work early. When employees legitimately believe that travel to or from work is overly hazardous, or circumstances at home require their presence, they may request the time off and may use paid leave to continue compensation during the absence. Leave charged for this purpose may be vacation, Special Day Off or comp time. Sick leave may not be used.
2. Time off under this section must be requested and approved by the employee's immediate supervisor or the person they would normally contact for time off. Requests will be honored provided the circumstances reasonably justify the employee's concern and the employee's presence is not required for critical services.

**Pay During Shut-Downs.**

1. When the determination is made to close down a facility, on duty employees will be paid for the remainder of their scheduled shift and paid leave need not be charged. This time is considered inclement weather leave and is authorized by the Mayor's declaration of a shut-down.
2. If the shut-down is announced in advance of the work day and employees do not report on that basis they must use their own paid leave for the day.
3. When a shut-down is declared, employees who had left work or did not report due to personal concerns relating to the inclement weather situation are eligible for inclement weather leave from the beginning of the shut-down to the end of their shift. Personal leave accounts need only be charged for their absence prior to the shut down. For example, an employee who leaves at 9:00 AM on a day a shut-down is declared at 11:00 AM must use two hours of leave and will receive five hours of inclement weather pay beginning at 11:00 AM. This section does not apply to employees who were off duty for the full day due to other reasons -- scheduled vacation, sick leave, etc. They must use paid leave for the full day as originally planned.
4. Non-critical employees must have their supervisors approval to continue working once a shut-down has been announced. The inclement weather leave will not count as time worked for the purposes of overtime calculation for the week.

**SECTION 13. Vacation.**

← Current Ord 1184

- (a) **Accrual of Vacation Time.** Each employee shall be entitled to the following vacation time to be awarded the month end after one year of employment. No vacation time will be awarded until employee has been employed by the City for one (1) year.

<u>Continuous full-time employment</u>	<u>Hours per month</u>
0-2 yrs	8.00
At the beginning of 3rd yr	8.67
At the beginning of 4th yr	9.33
At the beginning of 5th yr	10.00
At the beginning of 6th yr	10.67
At the beginning of 7th yr	11.33

At the beginning of 8th yr	12.00
At the beginning of 9th yr	12.67
At the beginning of 10th yr	14.00
At the beginning of 12th yr	15.33
At the beginning of 14th yr	16.67
At the beginning of 16th yr	18.00
At the beginning of 18th yr	19.33
At the beginning of 20th yr	20.67

Employees shall be entitled to their normal compensation during vacation time.

- (b) **Vacation Requests.** Vacation requests for the year must be received by the Mayor or Department Heads for subordinates, no later than April 1. Requests received after that date will be processed based on the date of receipt, availability, and not necessarily by seniority.
- (c) **Accumulated Vacation Time.** An employee shall be entitled to accumulate and to carry over into the following year any unused vacation time at the discretion of the Mayor (also, see Collective Bargaining Agreements).
- (d) **When Vacation May Be Taken.** Vacation may be taken during the month of employment following the month of employment in which it was earned, unless employee is in the first year of employment (see “a” above). Vacation may be taken for any reason that sick leave may be used after exhaustion of sick leave benefits. Vacations shall be scheduled by the Department Head, or Mayor, so as to cause the least possible interference with operations of the City. Weekends and holidays shall not be counted as vacation days.
- (e) **Payment of Accumulated Vacation.** Upon death, termination or retirement, an employee (or a deceased employee's beneficiary) shall receive payment equal to such employee's then accrued and unused vacation time at the employee's last hourly rate of pay.

**SECTION 14. Promotion.**

- (a) **Preference for Promotion.** It is the policy of the City to fill vacancies, whenever possible, by promotion of qualified employees, subject only to preference for reinstatement.
- (b) **Preparation for Promotion.** On-the-job training, variation of work assignments, advice and encouragement by Department Heads, performance evaluations, and counseling and formal training courses shall be utilized to assist employees in qualifying themselves for promotion.
- (c) **Selection for Promotion.** When vacancy is to be filled by promotion, the Mayor, with the assistance of the Department Head and Personnel Committee as may be deemed necessary, shall review the personnel files on all employee applicants possessing the minimum qualifications for the position. Appointments shall be made on the basis of past performance, skill level and completion of appropriate training. In the case of

**ARTICLE 9. HOLIDAYS**

Section 1. The following holidays are observed by the City of Woodland.

NEW YEAR'S DAY	1st of January
MARTIN LUTHER KING DAY	3rd Monday of January
PRESIDENT'S DAY	3rd Monday of February
MEMORIAL DAY	Last Monday of May
INDEPENDENCE DAY	4th day of July
LABOR DAY	1st Monday of September
VETERAN'S DAY	11th day of November
THANKSGIVING DAY	4th Thursday of November
DAY IMMEDIATELY FOLLOWING THANKSGIVING DAY	4th Friday of November
CHRISTMAS EVE	24th day of December
CHRISTMAS	25th day of December

Section 2. The holidays recognized in accordance with Section 1 of this Article shall be observed on the dates listed, except that when the day recognized as the holiday falls on a Saturday, the preceding Friday shall be observed as that holiday, and when the days recognized as the holiday falls on a Sunday, the Monday which immediately follows will be observed as that holiday.

Section 3. Any work performed by an employee at the request of the City on holidays recognized in Section 1 of this Article shall be paid at the rate of pay specified in Article 14 - Overtime. If such employee is not required to work on such holiday, he or she will not receive any additional compensation.

Section 4. Employees will be paid for holidays in accordance with Section 1 provided that they work all time scheduled on the work day which immediately precedes the holiday, and all scheduled time on the work day which immediately follows the holiday.

**ARTICLE 10. VACATIONS**

*← WPOA - Current*

Section 1. Effective January 1, 2010, the following vacation leave accrual schedule shall apply to all bargaining unit members who have maintained continuous full time employment:

Continuous full-time service

0 through 2 years	8 hours per month
At the beginning of 3 <sup>rd</sup> year	9.33 hours per month
At the beginning of 5th year	10.67 hours per month

At the beginning of 8th year	12.00 hours per month
At the beginning of 10th year	13.33 hours per month
At the beginning of 15th year	16.67 hours per month
At the beginning of 20th year	18.00 hours per month

Section 2. In addition to the vacation accrual schedules that are set forth above, all bargaining unit members will also receive an additional 96 hours of vacation leave per year. Eight (8) hours of this vacation leave is in lieu of a Special Day off and eighty-eight (88) hours of this vacation leave is in lieu of holiday pay. Bargaining unit members will receive this additional vacation leave in eight (8) hour increments effective on the first day of each month throughout the year. On or before November 1<sup>st</sup> of each year, bargaining unit members may elect to convert up to 96 hours of vacation leave to pay at the straight time rate. They may do so by notifying the Clerk-Treasurer, in writing of their intention and the number of hours they wish to convert.

Section 3. Vacation shall accrue on a monthly basis commencing with the first full month after the employee's date of hire, and may be used upon accrual. Provided however, an employee terminated for cause in the first year of employment forfeits any accumulated vacation. If separation is for reasons other than cause, the employee shall be paid for his/her accumulated vacation.

Because vacation is accrued in monthly increments, in the event an employee terminates at a time other than the final day of the month, the following shall apply:

"An employee who separates from city service on or after the 15th day of the month shall receive the full month's vacation accrual. Employees separating before the 15th shall receive no vacation accrual for the partial month."

Unless otherwise approved by the Mayor, an employee may carryover no more than five (5) vacation days in addition to their regular accrual from year to year. Such approval shall be based on a finding that the employee was unable to schedule and take accumulated vacation within the prescribed time period. The City retains the right to approve and schedule vacation consistent with its work needs.

Vacation must be taken in whole-day increments unless otherwise authorized by the employee's Supervisor.

Section 4. VACATION BIDDING. Association members will bid their vacation for the year in a multi-tiered fashion based upon the members' seniority within the police department. Members may bid up to two blocks of vacation in each bid. A "block" is defined as one regular scheduled workweek for the member, regardless of whether it is a full week or partial week of actual vacation time. Each bid will not exceed two scheduled workweeks.

Vacation bidding each year will proceed as follows: Between November 1 and November 10 of each year bargaining unit members will bid on work shifts for the following calendar year. By November 15 each year, the basic work schedule for the following year will be created. The first

Employees shall continue to be awarded one Special Day Off every subsequent calendar year.

- 3.2 Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.
- 3.3 All work performed on any of the above holidays shall be compensated for at the rate of time and one-half (1.5) the regular rate of pay in addition to the credited pay for the day.
- 3.4 All holidays shall be taken within the calendar year.
- 3.5 All holiday hours are counted toward overtime.
- 3.6 Employees will be paid for holidays in accordance with Section 1, provided they work all time scheduled on the workday that immediately precedes the holiday and all scheduled time on the workday that immediately follows the holiday. Employees who receive authorized sick pay or authorized vacation pay for the workday immediately preceding or immediately following the holiday shall be paid for the holiday in accordance with Section 1 of this Article.
- 3.7 Employees on authorized vacation or sick leave when a holiday recognized in accordance with Section 1 of this Article is observed shall receive pay at straight time for the holiday, and shall not have his vacation or sick leave accrual, as the case may be, charged for the holiday.
- 3.8 Part-time employees are not subject to this holiday Article and do not receive holiday pay.

**ARTICLE 4 – VACATIONS**

← Current Teamsters PW

- 4.1 Employees hired after March 1, 1995, shall be credited with the following number of hours of vacation leave for each full month of completed service in accordance with the following accrual schedule:

Continuous full-time service:

0 through 2 years	8.00 hours per month
At the beginning of 3 <sup>rd</sup> year	9.33 hours per month
At the beginning of 5 <sup>th</sup> year	10.67 hours per month
At the beginning of 8 <sup>th</sup> year	12.00 hours per month
At the beginning of 10 <sup>th</sup> year	13.33 hours per month
At the beginning of 15 <sup>th</sup> year	16.67 hours per month
At the beginning of 20 <sup>th</sup> year	18.00 hours per month

Employees hired prior to March 1, 1995, shall be credited with the following number of hours of vacation leave for each full month of completed service in accordance with the following accrual schedule:

Continuous full-time service:

0 through 2 Years	8.00 hours per month
At the beginning of 3 <sup>rd</sup> year	8.67 hours per month
At the beginning of 4 <sup>th</sup> year	9.33 hours per month
At the beginning of 5 <sup>th</sup> year	10.00 hours per month
At the beginning of 6 <sup>th</sup> year	10.67 hours per month
At the beginning of 7 <sup>th</sup> year	11.33 hours per month
At the beginning of 8 <sup>th</sup> year	12.00 hours per month
At the beginning of 9 <sup>th</sup> year	12.67 hours per month
At the beginning of 10 <sup>th</sup> year	14.00 hours per month
At the beginning of 12 <sup>th</sup> year	15.33 hours per month
At the beginning of 14 <sup>th</sup> year	16.67 hours per month
At the beginning of 16 <sup>th</sup> year	18.00 hours per month
At the beginning of 18 <sup>th</sup> year	19.33 hours per month
At the beginning of 20 <sup>th</sup> year	20.67 hours per month

- 4.2 Vacation shall accrue on a monthly basis commencing with the first full month after the employee's date of hire, but may not be taken until after the employee's first anniversary date of employment. Vacation shall be accrued in monthly increments; therefore, in the event an employee terminates at a time other than the final day of the month, the following shall apply:

Employees separating from City service on or after the 15<sup>th</sup> day of the month shall receive the full month of vacation accrual and Employees separating before the 15<sup>th</sup> shall receive no vacation accrual for the partial month, except that no pay shall be received if discharged for cause.

- 4.3 Vacation will be taken in whole day increments unless otherwise authorized by the Employee's Supervisor.
- 4.4 Part-time employees are not subject to this vacation Article and do not receive vacation leave.
- 4.5 Accumulated vacation leave shall be scheduled for use by February 28<sup>th</sup> of each year and shall be approved by the Department Head. Vacations requested after February 28<sup>th</sup> will be approved on a first-come basis.
- 4.6 Vacation shall be scheduled based on departmental seniority. However, the Employer retains the right to approve and schedule vacations consistent with its work needs.
- 4.7 Unless otherwise approved by the Mayor, an employee may carry over no more than a maximum of one (1) year accrued vacation plus the unused vacation

accrual of the current anniversary year at his current rate. However, at the end of any anniversary year, any annual leave balance above the unused vacation accrual of the current anniversary year plus a maximum of one (1) year will cease accruing; that is, an employee at the beginning of any anniversary year shall have no more than two (2) years accrued vacation. Employees must declare vacation to be carried over by December 15<sup>th</sup> of the year in which it was earned or it ceases accruing.

- 4.8 In case of death all accumulated vacation leave shall be paid to the estate of the employee.

#### ARTICLE 5 – SICK LEAVE

- 5.1 Sick leave with pay shall accrue at the rate of eight (8) hours for each completed month of service. Sick leave may accumulate to, but not exceed, eight hundred (800) hours. An employee separated in good standing shall receive payment equal to fifty percent (50%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay. Provided, however, that under no circumstances may an employee's payment for accumulated sick leave and vacation leave, when combined, exceed two hundred forty (240) hours.
- 5.2 Employees will be granted pro-rated sick leave for the first month of employment if actually working continuously through the rest of that month.
- 5.3 Employees may use sick leave following their third (3<sup>rd</sup>) month of continuous employment with the Employer. Sick leave may be taken for any of the following reasons:
- A. Illness or injury that incapacitates the employee to the extent that he is unable to perform his work.
  - B. Exposure to contagious disease that would jeopardize the health of fellow workers or the public.
  - C. Illness or injury of an immediate family member that requires the presence of the employee.
  - D. Doctor or dentist appointment(s).
  - E. Employees shall be eligible to participate in the "Shared Leave" benefits program pursuant to City Ordinance 804.
- 5.4 Only working days are charged and at the rate of one (1) hour of leave for each hour of absence.

Section 4. Any work performed by an employee at the request of the Employer on holidays recognized in Section 1 of this Article shall be paid at the rate of pay specified in Article 17 – Overtime.

Section 5. Employees will be paid for holidays in accordance with Section 1 provided that they work all time scheduled on the workday that immediately precedes the holiday, and all scheduled time on the workday that immediately follows the holiday. Employees who receive authorized sick pay or authorized vacation pay for the workday immediately preceding or immediately following the holiday shall be paid for the holiday in accordance with Section 1 of this Article.

Section 6. An employee who is on authorized vacation or sick leave when a holiday recognized in accordance with Section 1 of this Article is observed shall receive pay at straight time for the holiday and will not have his/her vacation or sick leave accrual, as the case may be, charged for the holiday.

**ARTICLE 11. VACATIONS**

*← Current Teamsters - Clerical*

Section 1. Employees hired after March 1, 1995, shall be credited with the following number of hours of vacation leave for each full month of completed service in accordance with the following accrual schedule:

Continuous full-time service:	
0 through 2 years	8.00 hours per month
At the beginning of 3 <sup>rd</sup> year	9.33 hours per month
At the beginning of 5 <sup>th</sup> year	10.67 hours per month
At the beginning of 8 <sup>th</sup> year	12.00 hours per month
At the beginning of 10 <sup>th</sup> year	13.33 hours per month
At the beginning of 15 <sup>th</sup> year	16.67 hours per month
At the beginning of 20 <sup>th</sup> year	18.00 hours per month

Employees hired prior to March 1, 1995, shall be credited with the following number of hours of vacation leave for each full month of completed service in accordance with the following accrual schedule:

Continuous full-time service:	
0 through 2 years	8.00 hours per month
At the beginning of 3 <sup>rd</sup> year	8.67 hours per month
At the beginning of 4 <sup>th</sup> year	9.33 hours per month
At the beginning of 5 <sup>th</sup> year	10.00 hours per month
At the beginning of 6 <sup>th</sup> year	10.67 hours per month
At the beginning of 7 <sup>th</sup> year	11.33 hours per month
At the beginning of 8 <sup>th</sup> year	12.00 hours per month
At the beginning of 9 <sup>th</sup> year	12.67 hours per month
At the beginning of 10 <sup>th</sup> year	14.00 hours per month
At the beginning of 12 <sup>th</sup> year	15.33 hours per month
At the beginning of 14 <sup>th</sup> year	16.67 hours per month
At the beginning of 16 <sup>th</sup> year	18.00 hours per month
At the beginning of 18 <sup>th</sup> year	19.33 hours per month
At the beginning of 20 <sup>th</sup> year	20.67 hours per month

Section 2. Vacation shall accrue on a monthly basis commencing with the first full month after the employee's date of hire, but may not be taken until after the employee's first anniversary date. Provided however, an employee terminated for cause in the first year of employment forfeits any accumulated vacation. If separation is for reasons other than cause the employee shall be paid for his/her accumulated vacation.

Because vacation is accrued in monthly increments, in the event an employee terminates at a time other than the final day of the month the following shall apply:

An employee who separates from city service on or after the 15<sup>th</sup> day of the month shall receive the full month's vacation accrual. Employees separating before the 15<sup>th</sup> shall receive no vacation accrual for the partial month.

Unless otherwise approved by the Mayor, an employee may carry over no more than a maximum of one (1) year accrued vacation plus the unused vacation accrual of the current anniversary year at their current rate. However, at the end of any anniversary year, any annual leave balance above the unused vacation accrual of the current anniversary year plus a maximum of one (1) year will lapse; that is, an employee at the beginning of any anniversary year shall have no more than two (2) years accrued vacation. Such approval shall be based on a finding that the employee was unable to schedule and take accumulated vacation within the prescribed time period.

Vacation must be taken in whole-day increments unless otherwise authorized by the employee's Supervisor.

Preference in scheduling vacation shall be based on seniority within the Department. Provided, however, the Employer retains the right to approve and schedule vacation consistent with its work needs.

Accumulated vacation shall be scheduled for use by February 28<sup>th</sup> of each year and shall be approved by the Department Head. Vacations requested after such date will be approved on a first-come basis.

Section 3: Part-time employees are not subject to this vacation article and do not accrue vacation leave.

## **ARTICLE 12. SICK LEAVE**

Section 1. Sick leave with pay shall accrue at the rate of eight (8) hours for each completed month of service. Sick leave may accumulate to, but not exceed, eight hundred (800) hours. An employee separated in good standing shall receive payment equal to fifty percent (50%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay. Provided, however, that under no circumstances may an employee's payment for accumulated sick leave and vacation leave, when combined, exceed two hundred forty (240) hours.

Section 2. Employees may use sick leave following their third 3<sup>rd</sup> month of continuous employment with the Employer.

Section 3. Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article.

Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

- a. Family Illness Usage: Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee.
- b. Medical and Dental Appointments: Sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring

**PERSONNEL POLICY AND PROCEDURE DRAFT**

**Section 9: Hours of Work**

**Subject: Hours of Work & Schedules**

<b>Effective Date:</b>	<b>Supersedes:</b> Ord 1184 adopted 4/5/2010	<b>Date:</b>
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**POLICY:** It is the policy of the City of Woodland to establish and, from time to time, modify the time and duration of regular working hours as required to operate and manage its affairs and in accordance with all applicable laws. In addition, the City recognizes that a flexible work schedule may benefit both the City and the employee or may benefit one without detriment to the other. The City and employees may, by mutual agreement, create flexible work shifts.

**9.01 Reserved**

**9.02 Standard Work Day and Normal Operating Hours:**

9.02.01 Eight hours shall constitute a day’s work for all employees of the City. Five (5) days shall constitute a week’s work for all employees of the City, except for Firefighter/EMT’s. The normal work week consists of a work week from Monday through Friday, for 40 hours a week between the hours of 7:00 a.m. to 6:00 p.m., except those days designated as official holidays. Due to the nature of work, some departments may have differing schedules from normal operating hours. In that instance, schedules will be determined by appropriate bargaining agreements or determined by the Department Manager and approved by the Mayor.

Exempt employees and department heads may be required to work hours in excess of their normal work week. This excess time is considered part of the salary paid for the position they hold with the city. Except as authorized by the personnel policy, employee contracts or these guidelines, employees should not expect to receive extra pay or time off if they work hours in excess of their normal work week, unless governed by FLSA.

**9.02.02 Flextime:** Flextime is a work schedule that permits flexible starting times and quitting times for employees other than the standard work day. A standard number of core hours which must be worked is a typical part of a flextime schedule. The following is a typical flextime model:

- Flexible Time ⇒ 6 AM - 10 AM
- Core Time ⇒ 10 AM - 3 PM
- Flexible Time ⇒ 3 PM - 7 PM

- 1) For Regular Employees, Flex schedules shall constitute a forty (40) hour work week and shall be arranged within that week as agreed upon by the employee and their department head. Requests shall be submitted by the employee, in advance, to the Department Head. Vacation and sick leave accruals shall not be affected upon implementation of any flex schedule approved by the Department Head.

2) For Exempt Employees. On occasion employees may need to flex their work schedule to attend required job duties. Examples of Flex Scheduling could be:

- Taking a weekday off when the employee is required to work a weekend.
- Taking time off during or after emergencies that require excessive hours to be worked which could endanger the employee's health and welfare.
- Employee is required to extra hours early in the week and may go home early on Friday afternoon.

Flex scheduling is not a normal practice and requires approval of the Mayor. Normally any flexing of schedules will occur during the same pay period the extra hours are worked.

### **9.03 Alternative Work Schedules**

**9.03.01 ELIGIBILITY:** All regular full-time employees of the City are eligible to request the available alternative work schedules as described in this policy. Final decisions on participation will be made by Department Managers and the Mayor or designee, and will be based upon an objective review of the individual circumstances, the demands of the position, the needs of the department and the needs of the City. An employee with a documented performance problem or an employee in a probationary or trial performance status may be denied their request for an alternative work schedule, depending on the nature of the performance problem or the preference of the supervisor in a probationary or trial performance situation.

**9.03.02 Definitions.** For the purposes of the alternative work schedule, the following terms are defined:

**Non-exempt employee:** an employee who is eligible for overtime compensation, as defined by the Fair Labor Standards Act (FLSA)

**Exempt Employee:** an employee who is not eligible for overtime compensation, as defined by the FLSA

**Flexible Work Schedule:** A work schedule which permits flexible starting and quitting times for employees other than the standard work day.

#### **1) Compressed Work Week/Modified Compressed Work Week:**

Employees work a standard number of hours within fewer days during the same week, or each work day is an extra 30-60 minutes long, with one day off every two or three weeks. For employees eligible for overtime pay under the Fair Labor Standards Act (FLSA), the following compressed work week options will be considered under this policy:

2) 4/40 - Four 10-hour days each week.

3) 9/80 - The 80 hours in a two week period are scheduled over 9 working days. The normal work day is extended by one hour five days one week and three days the next week, with one regular eight-hour day. This produces one extra day off every two weeks. To comply with the FLSA and prevent an overtime obligation, the seven day work week must be formally

designated and the schedule must be approved by the Department Head and Clerk-Treasurer for compliance with the FLSA.

4) 14/120 - The normal work day is extended by approximately 30 minutes each day, so that 120 hours in three work weeks are worked over 14 work days. This produces an extra day off every three weeks.

a) A 14/120 schedule is available only for employees exempt from overtime under the FLSA. Exempt employees are also eligible for the 4/10 and 9/80 schedules.

### **9.03.03 APPLICATION FOR ALTERNATIVE WORK SCHEDULES**

1) The interested employee(s) will complete a standard application, which will include the proposed alternative work schedule, the employee circumstances leading up to the request, potential impacts identified and recommended solutions. Additional information may be attached to the standard application. The application must be submitted to the Department Manager.

2) If circumstances require a group of employees to adopt an alternative work schedule in order to make the schedule feasible, a current employee who is opposed to the alternative work schedule change will be allowed to continue the current schedule, unless the Department Manager determines that the modified schedule is necessary to meet department needs.

a) After a group of employees has agreed to an alternative schedule, the continuation of the schedule shall be based on the preference of the majority of the employees involved, except that the Department Manager can end any alternative work schedule pursuant to Section 9.03.05 below.

3) The Department Manager receiving the employee application, will review the request by assessing the form submitted, reviewing job descriptions, and speaking with supervisors and co-workers. If the Department Manager does not approve of the proposed schedule, he/she will return the form to the employee with documentation of the reasons for denial. If the Department Manager approves the schedule, he/she will advance the form with documentation of the approval to the Mayor.

4) The Mayor will consider the written application and the Department Manager's recommendation and may contact other individuals deemed able to provide additional information or assistance in decision making. The Mayor will confer with the Clerk-Treasurer Department to ensure that the proposed schedule is in compliance with the Fair Labor Standards Act (FLSA).

Upon completion of a review of the request, the Mayor will provide a written approval or denial to the Department Manager who will then provide the approval or denial to the employee. If approved, the department affected will work with the Clerk-Treasurer Department to appropriately implement the approved schedule and a copy of the application and the approval

document will be forwarded to the Clerk-Treasurer Department for coordination with the payroll process.

5) If an application is not approved, the employee may submit a new application only if circumstances (of the employee, the department or position) significantly change.

#### **9.03.04 STANDARDS OF REVIEW:**

An alternative work schedule will be implemented for any eligible individual who can demonstrate to the satisfaction of the Department Manager and Mayor that the impacts of the schedule will not, in their judgment, unacceptably impact the City and its operations.

1) Minimum Standards: No alternative schedule will be approved which, in the judgment of the Department Manager or Mayor, has the effect of compromising facility security or employee safety; of reducing, banking or eliminating rest breaks; of reducing lunch breaks to less than thirty minutes; of creating an overtime liability for the City; of regularly scheduling work on Saturday or Sunday for the sole purpose of accommodating the preferred schedule; and/or of preventing the City from meeting its legal and fiscal obligations for the manner in which City operations are conducted.

2) Assessment of Impacts: In assessing the impacts of a proposed alternative work schedule, the Department Manager and Mayor will balance negative impacts with positive impacts and make a final determination on the basis of overall benefit to the City.

The following categories of impacts will be assessed by the Department Manager and the Mayor in evaluating an alternative work schedule proposal: overall customer service; interference with regular business operations of the City; telephone call coverage and responsiveness; overall employee productivity; employee accountability for time and results of work; reduction of commute trips; and improved service hours for the public; equipment sharing efficiencies; improved employee morale; improved time management flexibility; and reduced overtime costs.

#### **9.03.05 MODIFICATION OF AN APPROVED ALTERNATIVE WORK SCHEDULE**

1) A Department Manager or the Mayor may at any time, with thirty days notice to affected employees, terminate any approved alternative schedule, if it is determined that the conditions under which approval had been granted have changed or, if, in the judgment of the Department Manager or Mayor, the schedule proves to cause unforeseen impacts that are not in the best interest of the city. If an alternative work schedule is discontinued, the employee may submit a new application should circumstances (of the employee, the department, or position) significantly change.

a) Changes in workload, funding, legal mandates, changes in legal interpretations or other needs of the City and/or individual departments could cause the City to revise or cancel the alternative work schedule options offered.

2) If an employee working under an approved alternative work schedule wishes to modify the alternative work schedule, a new application per Section 4.03.03 is required if: 1) The proposed

modification is from one approved work schedule to another or 2) if the Department Manager determines that the proposed modification creates significant impacts that were not addressed by the original application (Example: changing the work schedule in a manner that creates a loss of coverage or that makes another employee's schedule unworkable).

a) A minor modification of an approved alternative work schedule, that does not involve the changes described above, can be implemented upon approval of the Department Manager.

3) Employees may be asked to fill in on their regularly scheduled day off for employees who are absent. Supervisors and employees will provide as much advance notice as possible and will be flexible in working out an alternative schedule for the employee asked to work on their regular day off.

#### **9.03.06 ACCRUING AND USING SICK LEAVE, VACATION LEAVE AND HOLIDAY PAY WHILE ON AN ALTERNATIVE WORK SCHEDULE:**

1) Sick leave and vacation leave will continue to accrue at the regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work. This compensates for actual time absent for regularly scheduled work hours. For example, an employee accruing eight (8) hours per month in sick leave is absent for a full day that he/she is scheduled to work ten (10) hours. The time charged for sick leave would be ten (10) hours.

2) When a paid holiday falls on an employee's regularly scheduled work day, the employee will be paid eight (8) hours of holiday pay. If the regularly scheduled work day is greater than eight (8) hours, the employee may be required to use either accrued vacation time or, if approved by the supervisor, to make up the time during the work week.

3) When a paid holiday falls on an employee's regular day off, the employee will be credited with eight (8) hours of holiday pay which may be used at a later date. Any accrued paid holiday hours must be utilized in the calendar year in which they have been earned. Accrued holiday hours not used by December 31st of each year will be lost to the employee.

#### **9.04 Standard Work Week**

9.04.01 Full-time city employees work 40 hours per week. Unless otherwise approved in writing by the City the 7 day work week for each employee will be 12:00 a.m. Sunday through 11:59 p.m. Saturday.

9.04.02 Due to the nature of work performed in each department, some employees' work schedules may vary from normal weekly work schedules. These schedules must be approved by the Department Manager.

## APPENDIX A

### EXAMPLE: 9/80s Compressed Work Week

Work Week Start / End: Friday at noon to Friday at 11:59 a.m. (1-hour lunch breaks)

#### Week 1

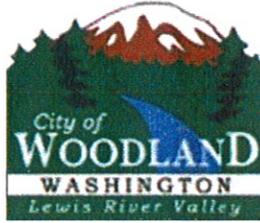
Day	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Schedule	-	-	-	7-5	7-5	7-5	7-5	7-11
# Hours	0	0	0	9	9	9	9	4

#### Week 2

Day	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Schedule	12-4	-	-	7-5	7-5	7-5	7-5	-
# Hours	4	0	0	9	9	9	9	0

In this example, the employee has every other Friday off. This can be done because the work week is defined as Friday at noon to Friday at 11:59 a.m. In this example, when the employee has worked 40 hours in the defined work week, additional hours worked are paid at the overtime rate.

### APPENDIX B



Employee: \_\_\_\_\_ Department: \_\_\_\_\_

Position: \_\_\_\_\_ Division: \_\_\_\_\_

Existing Schedule: \_\_\_\_\_

Proposed Schedule: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date

Department Head's Signature: \_\_\_\_\_

Date

Mayor's Signature: \_\_\_\_\_

Date

## PERSONNEL POLICY AND PROCEDURE **DRAFT**

### Section 13: Vacation

### Subject: Accrual and Caps

<b>Effective Date:</b>	<b>Supersedes:</b> Ord 1184 adopted 4/5/2010	<b>Date:</b>
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**POLICY:** It is the policy of the City of Woodland to establish vacation accruals, requests, when vacation may be taken, caps on vacation and payment of accumulated vacation.

#### **13.01 Vacation:**

13.01.01 Accrual of Vacation. Each employee shall be entitled to the following vacation time to be awarded the month end after one year of employment. No vacation time will be awarded until employee has been employed by the City for one (1) year, unless otherwise approved by the Mayor.

The following schedule is for all employees employed on or before X/X/2013:

Continuous Full-time employment	Hours per month
0-2 years	8.00
At the beginning of the 3 <sup>rd</sup> year	8.67
At the beginning of the 4 <sup>th</sup> year	9.33
At the beginning of the 5 <sup>th</sup> year	10.00
At the beginning of the 6 <sup>th</sup> year	10.67
At the beginning of the 7 <sup>th</sup> year	11.33
At the beginning of the 8 <sup>th</sup> year	12.00
At the beginning of the 9 <sup>th</sup> year	12.67
At the beginning of the 10 <sup>th</sup> year	14.00
At the beginning of the 12 <sup>th</sup> year	15.33
At the beginning of the 14 <sup>th</sup> year	16.67
At the beginning of the 16 <sup>th</sup> year	18.00
At the beginning of the 18 <sup>th</sup> year	19.33
At the beginning of the 20 <sup>th</sup> year	20.67

The following schedule is for all employees employed on or after X/X/2013:

Continuous Full-time employment	Hours per month
0-2 years	8.00
At the beginning of the 3 <sup>rd</sup> year	9.33
At the beginning of the 5 <sup>th</sup> year	10.67
At the beginning of the 8 <sup>th</sup> year	12.00
At the beginning of the 10 <sup>th</sup> year	13.33
At the beginning of the 15 <sup>th</sup> year	16.67
At the beginning of the 20 <sup>th</sup> year	18.00

13.02 Vacation Requests. Vacation requests for the year must be received by the Mayor or Department Heads for subordinates, no later than February 28th. Requests received after that date will be processed based on the date of receipt, availability, and not necessarily by seniority.

13.04 Accumulated Vacation Time. Unless otherwise approved by the Mayor, an employee may carry over no more than a maximum of one (1) year accrued vacation plus the unused vacation accrual of the current anniversary year at their current rate. However, at the end of any anniversary year, any annual leave balance above the unused vacation accrual of the current anniversary year plus a maximum of one (1) year will lapse; that is, an employee at the beginning of any anniversary year shall have no more than two (2) years accrued vacation. Such approval shall be based on a finding that the employee was unable to schedule and take accumulated vacation within the prescribed time period.

13.05 When Vacation may be taken. Vacation may be taken during the month of employment following the month of employment in which it was earned, unless employee is in the first year of employment (see "a" above). Vacation may be taken for any reason that sick leave may be used after exhaustion of sick leave benefits. Vacations shall be scheduled by the Department Head, or Mayor, so as to cause the least possible interference with operations of the City. Weekends and holidays shall not be counted as vacation days.

13.06 Payment of Accumulated Vacation.

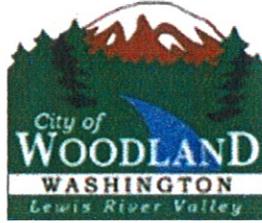
1) Upon death, termination or retirement, an employee (or a deceased employee's beneficiary) shall receive payment equal to such employee's then accrued and unused vacation time at the employee's last hourly rate of pay.

2) Exempt employees may request payment for accrued vacation hours in lieu of taking time off work by submitting a *Request for Vacation Cash Out* form to the Mayor. Payment for vacation hours will then be included in the employee's paycheck for the next regular pay period after approval by the Mayor. The opportunity to receive pay for vacation is limited to twice per calendar year and may not exceed a total of 160 hours for the year for full time employees.

13.06 Reporting vacation leave.

Absences for vacation leave shall be deducted from the vacation leave bank. If sufficient leave is not available, the City may dock an FLSA Exempt employee's salary based on the percentage of the pay period in an unpaid status, pursuant to State and Federal laws.

**APPENDIX A**



**Request for Vacation Cash Out**

Amount of hours requested: \_\_\_\_\_  
To be cashed out (maximum of 160 annually)

Pay period to receive request: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date

Department Head's Signature: \_\_\_\_\_

Date

Mayor's Signature: \_\_\_\_\_

Date

## Disciplinary Action / Sample from Cowlitz County Policy

- Some issues have been brought to the County's attention that we need to ask you questions about.
- This is a fact-finding meeting that could lead to disciplinary action being taken against you.
- During this fact-finding meeting falsification, misrepresentation and untruthfulness will not be tolerated; we will not accept conduct, statements, and "omissions" which are misleading or result in impressions or concussions which distort the larger reality. We expect employees to cooperate in all County investigations or inquiries. If you are found to have committed one of these actions including but not limited to being untruthful, disciplinary action will be taken including up to termination.
- Retaliation against anyone or retaliation in any form will not be tolerated. If you are found to have retaliated against anyone involved in this matter disciplinary action will be taken including up to termination.
- Discussions with anyone about the subject of this fact-finding meeting that have the purpose or effect of harassing or retaliating against anyone are absolutely prohibited. We also ask you not to discuss the interview or investigation with anyone at this time to avoid jeopardizing the investigation. However, this restriction is not intended to prevent or interfere with any lawful, protected communications, example conversations that are protected by the attorney-client privilege, union representative, or confidential communications between spouses. Nor is it intended to interfere with any rights protected by RCW chapter 41.56 (Public Employees' Collective Bargaining Sections)