



SELAH CITY COUNCIL

Regular Meeting

July 9, 2024

5:30 p.m.: Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, Public Hearings, Ordinances and Resolutions
– will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.

A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: July 9, 2024
5:30 p.m.: Regular Meeting

Mayor:
Mayor Pro Tempore
and Councilmember:
Councilmembers:

Roger Bell
Kevin Wickenhagen
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
Michael Costello
David Monaghan
Rich Huebner
Rob Case
Kimberly Grimm

City of Selah
115 W. Naches Ave.
Selah, WA 98942

City Administrator:
City Attorney:
Finance Director:

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Stuart Cardon from The Church of Jesus Christ of Latter-day Saints**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each):
 - Pattie Graffe – SDA
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/Announcements**

- A. Community Pride Awards – Marcie Ehlis, Gena Franklin, Bill Harris, Kevin Jorgensen, Sarah Judd, Stephanie Morford, Dave Smeback, Mark Soptich, Lonnie Welch, Jason Williams
- B. AWC Certificate of Municipal Leadership – Michael Costello

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Courtney McGarity * Approval of Minutes from June 11, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Approval of Minutes from June 4, 2024 Planning Commission Meeting
- D. Rob Case * Ordinance Amending Selah Municipal Code Chapter 1.22 for Civil Service Commission
- E. Rocky Wallace * Resolution Authorizing the Mayor and Public Works Director to Sign an Intergovernment Local Agreement for Stormwater Permit Compliance Activities Between Yakima County and the Cities of Selah, Union Gap and Sunnyside

11) **Public Hearings – None**

12) **General Business**

- A. New Business – None
- B. Old Business – None

- 13) **Resolutions**
 - A. Resolution Establishing, for Non-Union Employees, New Rules Regarding Tuition Assistance, Educational Incentive Pay, and Vacation Accruals
 - B. Resolution Authorizing the Mayor to Offer a Contractual Amendment to the City Attorney

- 14) **Ordinances**
 - A. Ordinance Ratifying Prior Deviations from the 1993 Employee Handbook
 - B. Ordinance Amending the Selah Municipal Code Chapter 1.10
 - C. Ordinance Amending the 2024 Budget
 - D. Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (Non-Union) Positions

- 15) **Reports/Announcements**
 - A. Departments
 - B. Councilmembers, personally and on behalf of committees and boards
 - C. City Attorney
 - D. City Administrator
 - E. Mayor or Presiding Officer, personally and on behalf of committees and board

- 16) **Executive Session – None**

- 17) **Closed Session – None**

- 18) **Adjournment**

Next Regular Meeting: July 23, 2024
Next Study Session: August 13, 2024



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024
Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from June 11, 2024 Council Meeting

From: Courtney McGarity, City Clerk

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

**City of Selah | City Council
Regular Meeting Minutes
June 11, 2024**

Call to Order:

Mayor Bell called the meeting to order at 5:30 p.m.

Roll Call:

Councilmembers Present: David Monaghan, Clifford Peterson, Elizabeth Marquis, Michael Costello, William Longmire, Jared Iverson

Councilmembers Absent: Kevin Wickenhagen

Staff Present: Rich Huebner, City Administrator; Rob Case, City Attorney; Dustin Soptich, Interim Police Chief; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, Finance Director; Jeff Peters, Community Development Supervisor; Zack Schab, Recreation and Tourism Manager; Courtney McGarity, City Clerk

Pledge of Allegiance was said by all in attendance

Invocation:

Bennett Packard from The Church of Jesus Christ of Latter-day Saints provided prayer.

Agenda Changes

Addition of item 13C; Resolution Ratifying the Mayor's Execution of an Agreement with the Selah Downtown Association (SDA)

Comments from the Public:

- **Katrina Henkle - SDA**
Introduction of Pattie Graffe, the new Executive Director of the Selah Downtown Association.
- **Pattie Graffe – SDA**
Bingo at the Civic Center on 6/20. Fourth of July at Carlon Park to include games, food, and fireworks; still seeking volunteers.

Proclamations/Announcements:

- Swearing-In of Selah's Interim Police Chief, Dustin Soptich

Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Mayor Bell presented the stipulations of the Consent Agenda. Councilmember Peterson moved to approve the Consent Agenda. Councilmember Costello seconded. Mayor Bell restated the motion and asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion. By voice vote motion carries.

Approved Consent Agenda:

- A. Courtney McGarity * Approval of Minutes from May 28, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Approval of Minutes from May 21, 2024 Planning Commission Meeting
- D. Rocky Wallace * Resolution Authorizing the Signing and Submission of a Washington State Public Works Board Funding Application Related to the City’s Hillcrest Water Main Replacement Project
- E. Jim Lange * Resolution Authorizing the Mayor to Approve Grant Agreement # FM-5182-04-R with FEMA for Fire Department Generators

Public Hearings:

- A. Jeff Peters Public Hearing to consider the City of Selah Hearing Examiner’s recommendation concerning land use regulation, planning, and rezoning of two properties located at 203 and 205 W. Naches Ave., Selah, Washington From Business, Professional (B-1) to Business, General (B-2) within the City of Selah
 - B. Rocky Wallace Public Hearing to Consider the Resolution Adopting the Six Year Transportation Improvement Program for Secondary and Arterial Streets Within the City of Selah for the Years 2025-20230
- A. Mr. Peters provided a staff report detailing the procedural history of the request and review process. No public comments were received.
 - B. Mr. Wallace provided a staff report detailing the Transportation Improvement Program items for the 2025-2030 timeframe. No public comments were received.

Resolutions:

- A. Rich Huebner Resolution Confirming that, per the Vote During June 2024, No Severance will be owed to the City Attorney if his Employment is Terminated on a Without Cause Basis by the City during the Year of 2028; but also Acknowledging that an Additional Vote as to 2029 must be held during June 2025
- B. Rocky Wallace Resolution Adopting the City of Selah Six-Year Transportation Improvement Program from 2025 to 2030
- C. Rich Huebner Resolution Ratifying the Mayor’s Execution of an Agreement with the Selah Downtown Association (SDA)

- A. Councilmember Peterson moved to approve the Resolution. Councilmember Costello seconded. Discussion proceeds. Councilmember Peterson withdrew the motion to approve. Councilmember Costello withdrew the motion to second. Councilmember Marquis moved to approve. Councilmember Longmire seconded. Ms. McGarity took a roll call vote: Councilmember Monaghan voted no, Councilmember Peterson voted no, Councilmember Marquis voted yes, Councilmember Costello voted no, Councilmember Longmire voted yes, Councilmember Iverson voted present. Result of motion failed. Councilmember Iverson moved a motion authorizing the Mayor to come forward to Council with a renegotiated contact of the City Attorney to be reviewed. Councilmember Costello seconded. Ms. McGarity took a roll call vote: Councilmember Monaghan voted yes, Councilmember Peterson voted yes, Councilmember Marquis voted yes, Councilmember Costello voted yes, Councilmember Longmire voted yes, Councilmember Iverson voted yes. Result of motion passed.
- B. Councilmember Iverson moved to approve the Resolution. Councilmember Longmire seconded. Ms. McGarity took a roll call vote: Councilmember Monaghan voted yes, Councilmember Peterson voted yes, Councilmember Marquis voted yes, Councilmember Costello voted yes, Councilmember Longmire voted yes, Councilmember Iverson voted yes. Result of motion passed.
- C. Councilmember Costello moved to approve the Resolution. Councilmember Peterson seconded. Ms. McGarity took a roll call vote: Councilmember Monaghan voted yes, Councilmember Peterson voted yes, Councilmember Marquis voted yes, Councilmember Costello voted yes, Councilmember Longmire voted yes, Councilmember Iverson voted yes. Result of motion passed.

Ordinances:

- A. Jeff Peters An ordinance concerning land use regulation, planning, and rezoning of two properties located at 203 and 205 W. Naches Ave., Selah, Washington From Business, Professional (B-1) to Business, General (B-2) within the City of Selah; consideration of the Hearing Examiner’s recommendation; providing for severability; and, establishing an effective date
 - B. Rich Huebner Ordinance Amending the 2024 Budget for Lodging Tax Expenditures
- A. Councilmember Iverson moved to approve the Ordinance. Councilmember Monaghan seconded. Ms. McGarity took a roll call vote: Councilmember Monaghan voted yes, Councilmember Peterson voted yes, Councilmember Marquis voted yes, Councilmember Costello voted yes, Councilmember Longmire voted yes, Councilmember Iverson voted yes. Result of motion passed.
 - B. Councilmember Costello moved to approve the Ordinance. Councilmember Monaghan seconded. McGarity took a roll call vote: Councilmember Monaghan voted yes, Councilmember Peterson voted yes, Councilmember Marquis voted yes, Councilmember Costello voted yes, Councilmember Longmire voted yes, Councilmember Iverson voted yes. Result of motion passed.

Staff Reports:

The following staff members provided a department report:

- **Interim Police Chief, Dustin Soptich**
- **Recreation and Tourism Manager, Zack Schab**
- **Community Development Supervisor, Jeff Peters**
- **Public Works Director, Rocky Wallace**
- **Clerk/Treasurer, Kimberly Grimm**

Councilmember Reports:

- **Councilmember Peterson**
SPRSA will meet next Monday. The pool is open for the season.
- **Councilmember Iverson**
Chamber of Commerce Retreat is tomorrow evening. Changing of leadership and command on July 3rd. Fish and Recovery Board meeting took place last week.

City Attorney Report:

Rob Case

Sent an email out to the SAFE representatives inquiring on the status of the mural; response requested they be on the City Council agenda in August, with plans to paint in September/October. In regards to the negotiations of the City Attorney contract, please communicate with the Mayor and Mr. Huebner about changes you would like to have reviewed. In July we should expect to address employee items such as longevity, vacations and education at City Council.

City Administrator Report:

Rich Huebner

The Mayor and Mr. Huebner attended a Q&A with the new Executive Director for the SDA (Pattie Graffe). LTAC met on May 31. Rocky, Zach and Mr. Huebner met to discuss a requested golf disc park. Mr. Huebner has been active on the AWC Statement of Policy Committee; that document has been finalized and will be on the agenda for the upcoming conference. Mr. Huebner attended the SDA Board Meeting yesterday to answer questions related to the two contracts that were acted on this evening. AWC Conference in Vancouver is coming up, and a report will be brought to City Council in July.

Mayor's Report:

The Springbrook training was informative and successful. Mayor Bell and Mr. Huebner discussed the Public Defender case load rules and options which will need to be further discussed. Hot Rods is on June 15.

Adjournment

Councilmember Iverson moved to adjourn the meeting. Councilmember Monaghan seconded. Mayor Bell adjourned.

Meeting ended at 7:07 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Kevin Wickenhagen, Councilmember

William Longmire, Councilmember

ABSENT

Jared Iverson, Councilmember

ATTEST:

Kimberly Grimm, Finance Director
(a/k/a Clerk/Treasurer)



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024
Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

CHECK REGISTER

City Of Selah

Time: 14:23:06 Date: 07/03/2024

06/01/2024 To: 06/30/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2498	06/13/2024	Claims	1	EFT	Medstar Cabulance, Inc.	13,440.90	Invoice # St01-15May2024
2734	06/25/2024	Claims	1	EFT	Department of Revenue	28,420.31	May 2024 B & O Taxes
2281	06/05/2024	Claims	1	181664	Vision Municipal Solutions	8,974.90	Invoice #09-13693
2288	06/11/2024	Claims	1	181665	AMB Tools & Equipment	926.50	Invoice #Y328171; Invoice #Y328171
2289	06/11/2024	Claims	1	181666	Abadan	135.69	Invoice #AR273083; Invoice #273827; Invoice #AR273828
2290	06/11/2024	Claims	1	181667	Aerzen USA Corp	1,657.01	Invoice #Sept-24-002534
2291	06/11/2024	Claims	1	181668	Amazon Capital Services	118.05	16DW-FGHY-HKJF
2292	06/11/2024	Claims	1	181669	Anatek Labs	351.00	Invoice #2410369, 2411065, 2410474, 2410881, 2411184; Invoice #2411461, 2411783, 2411872, 2412765
2293	06/11/2024	Claims	1	181670	Apex Plumbing	1,330.91	Invoice #24210260
2294	06/11/2024	Claims	1	181671	Ascent Foundation & More LLC	15,969.34	23054C Retainage
2295	06/11/2024	Claims	1	181672	Autozone	50.54	Invoice #3720272937; Invoice #3720278035; Invoice #3720276960; Invoice #3720278616
2296	06/11/2024	Claims	1	181673	Beckwith Consulting Group	10,000.00	Invoice #3
2297	06/11/2024	Claims	1	181674	Gabriela Brambila	100.00	Receipt #1003981.003
2298	06/11/2024	Claims	1	181675	Garrett Brown	181.82	Refund on Utilities
2299	06/11/2024	Claims	1	181676	Bruckner's Truck & Equipment	1,929.87	Invoice #RA140006377:01, RA140006383:01, RA140006381:01, RA140006382:01, Ra140006378:01, RA140006384:01, RA6385, RA6380, Ra6379
2300	06/11/2024	Claims	1	181677	Card Service Center	2,088.53	Invoice 0134-4/2024; Invoice #01180524
2301	06/11/2024	Claims	1	181678	Cascade Fire & Safety	7,368.29	Invoice #2667862; Invoice #2667837
2302	06/11/2024	Claims	1	181679	Cascade Natural Gas Corp	5,576.41	Invoice #22195764331, 600812, 130812; Invoice #660222-4/2024; Invoice #114776-05/24; Invoice #82822200000; Invoice #56122200001 6/2024
2303	06/11/2024	Claims	1	181680	Caton Landfill	124.32	Invoice #37984
2304	06/11/2024	Claims	1	181681	Central Pre-Mix Concrete CO	1,262.84	Invoice #3762433
2305	06/11/2024	Claims	1	181682	Centurylink - FD	154.52	333827572 5/18/24
2306	06/11/2024	Claims	1	181683	Charter Communications	109.79	Invoice #176781401052124; Invoice #176781801052124
2307	06/11/2024	Claims	1	181684	Cintas	146.42	Invoice #4192340992
2308	06/11/2024	Claims	1	181685	City of Selah	18,543.31	City Utilities; Invoice #23351
2309	06/11/2024	Claims	1	181686	Collins Excavation, LLC	217.62	HMR20240005
2310	06/11/2024	Claims	1	181687	Columbia Electric Supply	65.59	Invoice #9473-1027901
2311	06/11/2024	Claims	1	181688	Consolidated Communications	1,644.07	Acct #100237838, 100237839, 100237840; Invoice #100237841, 100237842, 100237843, 0100237852; Invoice #0100237848-5/2024
2312	06/11/2024	Claims	1	181689	Copiers Northwest, Inc.	209.98	Invoice #2828454
2313	06/11/2024	Claims	1	181690	Core & Main LP	979.72	Invoice #545026
2314	06/11/2024	Claims	1	181691	Country Supplier		Incorrect payer
2315	06/11/2024	Claims	1	181692	Isabel Cuevas	500.00	Receipt #1005217.002
2316	06/11/2024	Claims	1	181693	Daniel Polage	9,000.00	5/29/2024
2317	06/11/2024	Claims	1	181694	Department of Natural Resources	2,965.87	Invoice #91-6012771

CHECK REGISTER

City Of Selah

Time: 14:23:06 Date: 07/03/2024

06/01/2024 To: 06/30/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2318	06/11/2024	Claims	1	181695	FP Mailing Solutions	146.21	Invoice #RI106239269
2319	06/11/2024	Claims	1	181696	First National Bank Omaha	8,529.68	Invoice # 59793419, Planning 8407 4/24; Invoice #001-04/2024; Invoice #0732-4/2024, 9950-4/2024; Invoice #2737567747; Invoice #5498
2320	06/11/2024	Claims	1	181697	Lucas Franca	87.50	Receipt Number 1005975.001
2321	06/11/2024	Claims	1	181698	GS Long Co, Inc.	2,173.65	Invoice #0799153-IN, 0804816-IN, 0807291-IN
2322	06/11/2024	Claims	1	181699	GW, Inc.	1,041.85	Invoice #1255805
2323	06/11/2024	Claims	1	181700	Michael Gause	216.00	Swat Team Week
2324	06/11/2024	Claims	1	181701	General Pacific, Inc.	467.86	Invoice #1492329
2325	06/11/2024	Claims	1	181702	Gray & Osborne, Inc.	1,817.78	Invoice #24813.00.4
2326	06/11/2024	Claims	1	181703	HD Fowler Company	2,083.67	Invoice #I6699826; Invoice #16714549, 116715938
2327	06/11/2024	Claims	1	181704	HF Hauff Co., Inc.	248.42	Invoice #0025979. 00025987
2328	06/11/2024	Claims	1	181705	HLA Engineering & Land Surveying, Inc.	53,719.30	Invoice #24006G-004, 24054E-004; Invoice #22205C-002, 23114E-003, 24081E-001
2329	06/11/2024	Claims	1	181706	Helms Hardware Company	2,856.72	Invoice#821851, 821861, 821893, 821962, 821969, 822023, 822053, 822104, 822130, 822139, 822154, 822267; Invoice #822212; Invoice #822327, 823027, 823025, 823121; Invoice #824059, 821228; Invoice #8239
2330	06/11/2024	Claims	1	181707	Independent Water Service, Inc.	81.23	Invoice #R2405004
2331	06/11/2024	Claims	1	181708	J & B Medical Supply Inc	1,245.39	Invoice #2291965
2332	06/11/2024	Claims	1	181709	Jerry's Pest Service, LLC	75.81	Invoice #8357
2333	06/11/2024	Claims	1	181710	KCDA Purchasing Cooperative	797.50	Invoice #300786087
2334	06/11/2024	Claims	1	181711	Keller Supply Company	4,720.80	Invoice #S022903715.001
2335	06/11/2024	Claims	1	181712	Kelley's Tele-Communications	149.18	Invoice #1010612806012024
2336	06/11/2024	Claims	1	181713	L. Paul Schneider, Ph.d., Abpp	475.00	Invoice #194
2337	06/11/2024	Claims	1	181714	James Lange	30.00	5/24/24 Expense Claim Form
2338	06/11/2024	Claims	1	181715	Mathew Lennon	340.00	FBI-SLI Leeda Training
2339	06/11/2024	Claims	1	181716	Les Schwab Tires	245.83	Invoice #41800593635
2340	06/11/2024	Claims	1	181717	Medstar Cabulance, Inc.	13,225.70	Invoice ST 16-31 May 24
2341	06/11/2024	Claims	1	181718	Minuteman Press	142.27	Invoice #69181
2342	06/11/2024	Claims	1	181719	Moon Security Service, Inc.	720.00	Invoice #1236823
2343	06/11/2024	Claims	1	181720	NC Machinery Yakima	4,414.31	Invoice # YKWO0086054, YKCS0462636
2344	06/11/2024	Claims	1	181721	National Safety, Inc.	1,408.67	Invoice #0723081-IN
2345	06/11/2024	Claims	1	181722	O'Reilly Automotive Inc	97.01	Invoice # 5631-430842, 5631-430998; Invoice #5631-432236; Invoice #5631-432701
2346	06/11/2024	Claims	1	181723	ODP Business Solutions, LLC	639.22	Invoice #363066794001, 36306893301, 363068932001, 36306893101; Invoice #3651985210015/8/24; Invoice #366445477001
2347	06/11/2024	Claims	1	181724	One Call Concepts	39.78	Invoice #4059105
2348	06/11/2024	Claims	1	181725	Overhead Door Of Yakima	314.07	Invoice #0019525

CHECK REGISTER

City Of Selah

Time: 14:23:06 Date: 07/03/2024

06/01/2024 To: 06/30/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2349	06/11/2024	Claims	1	181726	Oxarc, Inc.	11,544.37	Invoice #0061677356, 0032064094, 0061723918; Invoice #32082269; Invoice #0032085496, 0061723918, 0061747316, 0032086808
2350	06/11/2024	Claims	1	181727	PNW CDL Training	4,140.00	Invoice #551
2351	06/11/2024	Claims	1	181728	Pacific Power	49,295.52	Pacific Power; Invoice #499548010010-5-2024; Invoice #48687101-025 3, 21009236-001 0; Invoice #48687101-029 5 6/3/2024; Invoice #7101 045 1
2352	06/11/2024	Claims	1	181729	Pape Material Handling	1,833.70	Invoice #15288099, 14497476
2353	06/11/2024	Claims	1	181730	Pepsi-Yakima	120.43	Invoice #010073512
2354	06/11/2024	Claims	1	181731	Primary Electric & Design LLC	941.86	Invoice #7173
2355	06/11/2024	Claims	1	181732	Quality Control Services, Inc.	825.00	Invoice #74503
2356	06/11/2024	Claims	1	181733	Regence Blue Shield	147.00	6/2024
2357	06/11/2024	Claims	1	181734	Res-Com Services LLC	218.05	Invoice #2446
2358	06/11/2024	Claims	1	181735	Rodda Paint Company	1,364.58	Invoice #70089352
2359	06/11/2024	Claims	1	181736	Schuknect's Polygraph Service	200.00	Invoice #Sophtic
2360	06/11/2024	Claims	1	181737	Selah Cleaners & Laundry LLC	173.29	Invoice #098194, 098196; Invoice #098197; Invoice #098195
2361	06/11/2024	Claims	1	181738	Selah Police Dept.	88.17	Petty Cash
2362	06/11/2024	Claims	1	181739	Sherwin-Williams	94.41	Invoice# 6626-7, 5860-3, 5861-1
2363	06/11/2024	Claims	1	181740	Smitty's Outdoor Power Equipment, Inc.	63.64	Invoice #128797
2364	06/11/2024	Claims	1	181741	Sousley Sound & Communications	2,404.67	Invoice #86808
2365	06/11/2024	Claims	1	181742	Stripe Rite	389.88	Invoice #Y24-0241
2366	06/11/2024	Claims	1	181743	Taylor Ditch Company	1,596.34	Invoice #103
2367	06/11/2024	Claims	1	181744	Tedder Industries LLC	3,941.41	Invoice #423778
2368	06/11/2024	Claims	1	181745	TransUnion Risk & Alternative Data Solut	81.23	Invoice #329925-202405-1
2369	06/11/2024	Claims	1	181746	Valley Lock & Key Service LLC	13.54	Invoice #112654
2370	06/11/2024	Claims	1	181747	Valley Septic Services LLC	1,068.00	Invoice #218241; Invoice #217635, 217213
2371	06/11/2024	Claims	1	181748	Valvoline Instant Oil Change	388.80	Invoice #29249, 29008; Invoice #29534, 29620, 29747, 29763
2372	06/11/2024	Claims	1	181749	Verizon Wireless	4,186.91	Invoice #9963443763; Invoice #9963443760; Invoice #9963440313; Invoice #9963443761, 9963461142; Invoice #542041368-00004
2373	06/11/2024	Claims	1	181750	Wash Central	395.73	Invoice #26499
2374	06/11/2024	Claims	1	181751	William Ervin	779.46	Meds, 7642374-1, 7618067-1 927320
2375	06/11/2024	Claims	1	181752	William Gardner dba Slap It On Vinyl	1,836.00	Invoice #5/1/24
2376	06/11/2024	Claims	1	181753	Xpress Billpay		Invoice #INV-XPR013028 - Voided
2377	06/11/2024	Claims	1	181754	Yakima Battery & Auto Electric	267.60	Invoice #205373; Invoice #205168
2378	06/11/2024	Claims	1	181755	Yakima Cooperative Association	6,671.81	Invoice #157825 5/2024
2379	06/11/2024	Claims	1	181756	Yakima County Department Of Corrections	14,297.54	Invoice # YDOC-4/2024
2380	06/11/2024	Claims	1	181757	Yakima County GIS	170.00	Invoice #YCGIS STORM 3-2023, YCGIS PLANNING 3-2023
2381	06/11/2024	Claims	1	181758	Yakima Valley Publishing, Inc.	870.00	Invoice #51602
2382	06/11/2024	Claims	1	181759	Yakima Waste Systems, Inc.	310.69	Invoice #40502425195
2383	06/11/2024	Claims	1	181760	Yakima Worker Care	483.00	Invoice #45716

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2384	06/11/2024	Claims	1	181761	Zumar Industries, Inc	444.92	Invoice #47077-47096; Invoice #47212
2389	06/07/2024	Claims	1	181762	Xpress Billpay		Xpress paid by EFT
2442	06/11/2024	Claims	1	181763	Washington State Department of Licensing	243.00	Concealed Pistol Licenses
2443	06/11/2024	Claims	1	181764	Washington State Patrol	26.50	Codes 225-04-20-FPID, 225-GL
2456	06/10/2024	Claims	1	181765	Jacque Bettis	87.39	Adjustmet on Final bill account number 52232
2459	06/10/2024	Claims	1	181766	Cummins Sales & Service	131.28	Air filter
2490	06/12/2024	Claims	1	181767	Mathew Lennon	340.00	Travel Pay
2587	06/13/2024	Claims	1	181768	Yakima County District Court	734.25	1St Quarter Probation Invoice #04102024-1
2646	06/17/2024	Claims	1	181769	Stacey Busey	141.39	Refund on account 31250
2626	06/14/2024	Claims	1	181770	Operation Omni Janitorial Service	5,660.04	May Janitorial
2655	06/18/2024	Claims	1	181771	Association of Washington Cities	1,000.00	Invoice #123460, 122201
2701	06/21/2024	Claims	1	181772	City of Selah	18,714.24	Invoice #2351.1 5/2024; Invoice #27540; Invoice #10120 5/24; Invoice #5/24
2702	06/21/2024	Claims	1	181773	First National Bank Omaha	11,840.61	Invoice #5498 JL, 4496 SW; Invoice #4418226439462614; Invoice #6504; Invoice 3419 6/24; Invoice #00174/24, 0732 5/24, 3421 5/24; Invoice #9950 5/24; Invoice #8407 5/24
2287	06/11/2024	Claims	1	181774	Donald Sharp	135.57	1652.0 - 210 HILLVIEW
2779	06/25/2024	Claims	1	181775	Distribution Alliance Laundry Systems	544.36	Invoice #103694
2780	06/25/2024	Claims	1	181776	Anatek Labs	195.00	Invoice #2412880, 2413161, 2413560, 2413725, 2413916
2781	06/25/2024	Claims	1	181777	Apollo Heating & Air Cond.	514.43	Invoice #KS940058837
2782	06/25/2024	Claims	1	181778	Autozone	8.81	Invoice #3720134299, 3720237552, 3720239571; Invoice #3720286762
2783	06/25/2024	Claims	1	181779	Paul Baker	120.00	Invoice #1005816.002
2784	06/25/2024	Claims	1	181780	Bear Event Services	855.57	Invoice #9389
2785	06/25/2024	Claims	1	181781	Roger L Bell	517.76	Expense Claim
2786	06/25/2024	Claims	1	181782	CDW Government, Inc.	288.76	Invoice #RN33428
2787	06/25/2024	Claims	1	181783	Card Service Center	2,954.32	Invoice #0037 7/24; Invoice #0118CSC0624; Invoice #0134-5/2024
2788	06/25/2024	Claims	1	181784	Cascade Natural Gas Corp	4,830.93	Invoice #82822200000; Invoice #114776-06/24; Invoice #00001 6/24; Invoice #13081200001, 22195764331, 60081200002; Invoice #660222-5/2024
2789	06/25/2024	Claims	1	181785	Central Chain & Transmission, Inc.	87.16	Invoice #INV127765
2790	06/25/2024	Claims	1	181786	Central Pre-Mix Concrete CO	1,631.71	Invoice #3771610, 3787152
2791	06/25/2024	Claims	1	181787	Cintas	146.42	Invoice #4195165446
2792	06/25/2024	Claims	1	181788	City of Selah	167.01	Invoice #27430-5-2024
2793	06/25/2024	Claims	1	181789	Consolidated Communications	1,332.11	Invoice #100237837-05/2024; Invoice #0100237844
2794	06/25/2024	Claims	1	181790	Copiers Northwest, Inc.	209.98	Invoice #INV2843409
2795	06/25/2024	Claims	1	181791	Core & Main LP	3,165.87	Invoice #U815688
2796	06/25/2024	Claims	1	181792	Kim Couch	120.00	Invoice #1005928.001
2797	06/25/2024	Claims	1	181793	Culligan Yakima	31.73	Invoice #202406671992
2798	06/25/2024	Claims	1	181794	Daniel Polage	9,000.00	June 2024
2799	06/25/2024	Claims	1	181795	Edgardo De La Toree	120.00	Invoice #2000556.002

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2800	06/25/2024	Claims	1	181796	Edge Construction Supply, Inc.	159.07	Invoice #G02906
2801	06/25/2024	Claims	1	181797	Bronson H Faul	512.71	Travel Reimbursement
2802	06/25/2024	Claims	1	181798	First National Bank Omaha	3,436.75	Invoice #9950-5/2023
2803	06/25/2024	Claims	1	181799	First Responder Outfitters, Inc	515.49	6002-3
2804	06/25/2024	Claims	1	181800	Shanned Foster	60.00	Invoice #1003999.003
2805	06/25/2024	Claims	1	181801	Frank's Point S	2,030.64	Invoice #1154794
2806	06/25/2024	Claims	1	181802	HD Fowler Company	53.94	Invoice #I6727274
2807	06/25/2024	Claims	1	181803	HLA Engineering & Land Surveying, Inc.	27,173.23	Invoice #24006g-05, 21221C-30, 23159E-001, 22205C-003, 24081E-002, 24054C-001, 23166E-007
2808	06/25/2024	Claims	1	181804	Theresa Havner		Incorrect spelling of the name
2809	06/25/2024	Claims	1	181805	Helms Hardware Company	613.18	Invoice #824326, 824366, 824541, 824554, 824558, 824603, 824711, 824955, 825039, 825077, 825084, 825226, 825278, 825300, 825335, 825341, 825341, 825371, 825373, 825398; Invoice #824730, 824766, 825089
2810	06/25/2024	Claims	1	181806	Independent Water Service, Inc.	81.23	Invoice #R2406004
2811	06/25/2024	Claims	1	181807	Interstate Batteries of Columbia Valley	409.37	Invoice #1926701002326
2812	06/25/2024	Claims	1	181808	J & B Medical Supply Inc	2,109.00	Invoice #2317551
2813	06/25/2024	Claims	1	181809	John Deere Financial	600.94	Invoice #11111-039006/24, /c66044
2814	06/25/2024	Claims	1	181810	KCDA Purchasing Cooperative	1,386.91	Invoice #300784850
2815	06/25/2024	Claims	1	181811	Kubwater Resources, Inc.	12,168.26	Invoice #12506
2816	06/25/2024	Claims	1	181812	LabTest	1,555.00	Invoice #21829, 21830
2817	06/25/2024	Claims	1	181813	Lightning Graphics, Inc.	46.03	Invoice #13392
2818	06/25/2024	Claims	1	181814	Margita A. Dornay, Attorney at Law	10,222.91	Invoice #25
2819	06/25/2024	Claims	1	181815	Minert & Associates	69.00	Invoice #332338
2820	06/25/2024	Claims	1	181816	Morton & Sons	35.32	Invoice #99-60287
2821	06/25/2024	Claims	1	181817	Morton's Supply, Inc.	1,158.06	Invoice #0810182, 0811463
2822	06/25/2024	Claims	1	181818	O'Reilly Automotive Inc	68.30	Invoice #5631-434181
2823	06/25/2024	Claims	1	181819	Pacific Power	42,577.72	Invoice #48687101-025-3, 21009236-001; Invoice #49954801-001-0 6/2024; Invoice #48687101-0295; Invoice #71010022, 71010261, 71010105, 71010212, 71010584, 91910041, 71010360, 71010451, 71010469, 919100
2824	06/25/2024	Claims	1	181820	Clifford B Peterson	503.53	Travel Reimbursement
2825	06/25/2024	Claims	1	181821	Pro Controls, Inc.	207.94	Invoice #19809
2826	06/25/2024	Claims	1	181822	Prottime Sports, Inc.	4,304.27	Invoice #364865
2827	06/25/2024	Claims	1	181823	RACOM Corporation	232.08	Invoice #INV17862
2828	06/25/2024	Claims	1	181824	Ricoh USA, Inc.	96.38	Invoice #5069521649
2829	06/25/2024	Claims	1	181825	Roy's Audio-Visual, LLC	487.35	Invoice #3063
2830	06/25/2024	Claims	1	181826	Russell Landscaping, LLC	379.05	Invoice #9073
2831	06/25/2024	Claims	1	181827	Sea-Western, Inc.	50.79	Invoice #2667840
2832	06/25/2024	Claims	1	181828	Securitas Technology Corporation	320.71	Invoice #6004215016, 6004215015
2833	06/25/2024	Claims	1	181829	Selah Cleaners & Laundry LLC	282.11	Invoice #656857; Invoice #656859; Invoice #656858, 656860
2834	06/25/2024	Claims	1	181830	Selah Police Dept.	70.48	Invoice #PD-6/2024
2835	06/25/2024	Claims	1	181831	LB 1246 Senske Services	133.10	Invoice #14671959, 14729124

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2836	06/25/2024	Claims	1	181832	Sherwin-Williams	3.97	Invoice #6322-1628-9
2837	06/25/2024	Claims	1	181833	Standard Paint & Flooring	26.77	Invoice #1343175
2838	06/25/2024	Claims	1	181834	Lawrence E Thompson		Incorrect amount
2839	06/25/2024	Claims	1	181835	Thomson Reuters - West	244.16	Invoice #850289944
2840	06/25/2024	Claims	1	181836	Verizon Wireless	3,650.08	Invoice #9965967505, 9965950074; Invoice #9665950075; Invoice #9965950072; Invoice #9963443763; Invoice #9965946682, 9965950073
2841	06/25/2024	Claims	1	181837	Vision Municipal Solutions	8,974.90	Invoice #09-13693
2842	06/25/2024	Claims	1	181838	Wash Central	586.77	Invoice #26619
2843	06/25/2024	Claims	1	181839	Western Equipment Distributors, Inc.	115.60	Invoice #IV023723
2844	06/25/2024	Claims	1	181840	Xpress Billpay		Paid by EFT
2845	06/25/2024	Claims	1	181841	Yakima Bindery & Printing	1,183.39	Invoice #382804
2846	06/25/2024	Claims	1	181842	Yakima Cooperative Association	9,480.11	Invoice #0000157630; Invoice #157729-5/2024; Invoice #268829
2847	06/25/2024	Claims	1	181843	Yakima County Department Of Corrections	16,324.21	Invoice #YDOC-5/2024
2848	06/25/2024	Claims	1	181844	Yakima County GIS	170.00	Invoice #YCGIS STORM, YCGIS PLANNING
2849	06/25/2024	Claims	1	181845	Yakima Herald Republic	129.50	Invoice #56961
2850	06/25/2024	Claims	1	181846	Yakima Waste Systems, Inc.	313.44	Invoice #4072327s195
2851	06/25/2024	Claims	1	181847	Yakima Worker Care	72.00	Invoice #45796
2856	06/26/2024	Claims	1	181848	Lawrence E Thompson	179.00	Invoice #CDL
2857	06/26/2024	Claims	1	181849	WA State Treasurer	10,794.72	May-24
2858	06/26/2024	Claims	1	181850	Yakima County Prosecutor's	141.11	May-24
2860	06/26/2024	Claims	1	181851	Amazon Capital Services	822.57	Invoice #1M39-FNMF-446T, 14PH-9KFW-DG3N, 179V-DD7V-HHQV
2876	06/27/2024	Claims	1	181852	John Deere Financial	151.58	Invoice #C57262/39
2877	06/27/2024	Claims	1	181853	Viridiana Ramirez	500.00	Invoice #1003889.003
2972	06/28/2024	Claims	1	181854	Pacific Power	11,537.07	Invoice #7101-35 2

001 General Fund	194,655.38
103 Fire Control	31,637.36
110 City Street	21,837.32
111 Street Improvement	8,445.74
118 Civic Center	32,999.18
119 Transit	26,666.60
411 Water	105,670.27
415 Sewer	162,800.19
420 Solid Waste	8,580.88
633 Custodial	857.16

* Transaction Has Mixed Revenue And Expense Accounts

594,150.08	Claims:	594,150.08
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I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

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2236	06/03/2024	Payroll	1	EFT	EFTPS	58,043.70	941 Deposit for Pay Cycle(s) 05/31/2024 - 05/31/2024
2445	06/07/2024	Payroll	1	EFT	Dept of Retirement Systems	68,886.15	Pay Cycle(s) 05/01/2024 To 05/15/2024 - LEOFF2; Pay Cycle(s) 05/01/2024 To 05/15/2024 - PERS3; Pay Cycle(s) 05/31/2024 To 05/31/2024 - PERS2; Pay Cycle(s) 05/31/2024 To 05/31/2024 - LEOFF2; Pay Cycle(s)
2446	06/03/2024	Payroll	1	EFT	Washington State Support Registry	78.50	Pay Cycle(s) 04/30/2024 To 04/30/2024 - WA STATE SUPPORT
2448	06/03/2024	Payroll	1	EFT	EFTPS	116.82	941 Deposit for Pay Cycle(s) 05/31/2024 - 05/31/2024
2462	06/11/2024	Payroll	1	EFT	Dept of Retirement - Def Comp	8,633.70	Pay Cycle(s) 05/01/2024 To 05/15/2024 - Deferred Comp; Pay Cycle(s) 05/01/2024 To 05/15/2024 - Deferred Comp - Roth
2489	06/12/2024	Payroll	1	EFT	Dept of Retirement - Def Comp	5,069.81	Pay Cycle(s) 05/31/2024 To 05/31/2024 - Deferred Comp; Pay Cycle(s) 05/31/2024 To 05/31/2024 - Deferred Comp - Roth
2505	06/14/2024	Payroll	1	EFT	Ronald D Anderson	1,555.46	June 1-14 2024 Pay Period
2506	06/14/2024	Payroll	1	EFT	Jasmine E Arellano	1,882.02	June 1-14 2024 Pay Period
2507	06/14/2024	Payroll	1	EFT	Benjamin Arnold	2,090.68	June 1-14 2024 Pay Period
2508	06/14/2024	Payroll	1	EFT	Don L Ayres	2,197.08	June 1-14 2024 Pay Period
2509	06/14/2024	Payroll	1	EFT	Cory J Baird	3,023.07	June 1-14 2024 Pay Period
2510	06/14/2024	Payroll	1	EFT	Quaton D. E. Baird	1,704.43	June 1-14 2024 Pay Period
2511	06/14/2024	Payroll	1	EFT	Brad J Bales	1,933.70	June 1-14 2024 Pay Period
2512	06/14/2024	Payroll	1	EFT	William J Bena	1,742.87	June 1-14 2024 Pay Period
2513	06/14/2024	Payroll	1	EFT	David L Carpenter	2,124.31	June 1-14 2024 Pay Period
2514	06/14/2024	Payroll	1	EFT	Daniel R Case	4,282.90	June 1-14 2024 Pay Period
2515	06/14/2024	Payroll	1	EFT	Daniel V Christman	10,492.71	June 1-14 2024 Pay Period
2516	06/14/2024	Payroll	1	EFT	Joshua Clark	1,546.66	June 1-14 2024 Pay Period
2517	06/14/2024	Payroll	1	EFT	Jacob Cleveland	1,854.51	June 1-14 2024 Pay Period
2518	06/14/2024	Payroll	1	EFT	Ronald P Cline	2,426.89	June 1-14 2024 Pay Period
2519	06/14/2024	Payroll	1	EFT	Laura N Conger	1,961.80	June 1-14 2024 Pay Period
2520	06/14/2024	Payroll	1	EFT	Michael B Cramer	2,463.83	June 1-14 2024 Pay Period
2521	06/14/2024	Payroll	1	EFT	Michelle Damron	1,973.17	June 1-14 2024 Pay Period
2522	06/14/2024	Payroll	1	EFT	Kathryn Davis	1,825.97	June 1-14 2024 Pay Period
2523	06/14/2024	Payroll	1	EFT	Lisa M Eichler	389.98	June 1-14 2024 Pay Period
2524	06/14/2024	Payroll	1	EFT	Bronson H Faul	892.82	June 1-14 2024 Pay Period
2525	06/14/2024	Payroll	1	EFT	Bruce J Forenpohar	2,692.25	June 1-14 2024 Pay Period
2526	06/14/2024	Payroll	1	EFT	Jeffrey J Fortner	2,168.72	June 1-14 2024 Pay Period
2527	06/14/2024	Payroll	1	EFT	Taryn L Franck	1,552.53	June 1-14 2024 Pay Period
2528	06/14/2024	Payroll	1	EFT	Anita M Garcia	1,942.93	June 1-14 2024 Pay Period
2529	06/14/2024	Payroll	1	EFT	Michael Gause	2,950.55	June 1-14 2024 Pay Period
2530	06/14/2024	Payroll	1	EFT	Jeffrey M Glaspie	2,316.97	June 1-14 2024 Pay Period
2531	06/14/2024	Payroll	1	EFT	Kelley D Goin	69.58	June 1-14 2024 Pay Period
2532	06/14/2024	Payroll	1	EFT	Ashton D Gottschalk	2,111.08	June 1-14 2024 Pay Period
2533	06/14/2024	Payroll	1	EFT	Kimberly K Grimm	3,675.61	June 1-14 2024 Pay Period
2534	06/14/2024	Payroll	1	EFT	Caprise Groo	1,859.76	June 1-14 2024 Pay Period
2535	06/14/2024	Payroll	1	EFT	Nathan H Halsey	1,846.00	June 1-14 2024 Pay Period
2536	06/14/2024	Payroll	1	EFT	Erin M Hamilton	1,779.65	June 1-14 2024 Pay Period
2537	06/14/2024	Payroll	1	EFT	William C Hayes	1,886.72	June 1-14 2024 Pay Period

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2539	06/14/2024	Payroll	1	EFT	Nicolas A Hernandez	510.28	June 1-14 2024 Pay Period
2540	06/14/2024	Payroll	1	EFT	Anessa Y Hernandez-Cordova	1,596.04	June 1-14 2024 Pay Period
2541	06/14/2024	Payroll	1	EFT	Jared D Hinze	1,924.60	June 1-14 2024 Pay Period
2543	06/14/2024	Payroll	1	EFT	Richard J Huebner	3,892.03	June 1-14 2024 Pay Period
2544	06/14/2024	Payroll	1	EFT	Kylie Huri	1,845.73	June 1-14 2024 Pay Period
2545	06/14/2024	Payroll	1	EFT	Rodger A Jennerjohn	2,023.03	June 1-14 2024 Pay Period
2546	06/14/2024	Payroll	1	EFT	Daniel T Jones	3,276.17	June 1-14 2024 Pay Period
2547	06/14/2024	Payroll	1	EFT	Kenneth Jones	2,476.75	June 1-14 2024 Pay Period
2548	06/14/2024	Payroll	1	EFT	Christopher Knox	2,016.62	June 1-14 2024 Pay Period
2549	06/14/2024	Payroll	1	EFT	Scott R Kramer	2,075.52	June 1-14 2024 Pay Period
2550	06/14/2024	Payroll	1	EFT	James Lange	3,516.38	June 1-14 2024 Pay Period
2551	06/14/2024	Payroll	1	EFT	Mathew Lennon	2,847.37	June 1-14 2024 Pay Period
2552	06/14/2024	Payroll	1	EFT	Jennifer L Leslie	1,805.13	June 1-14 2024 Pay Period
2553	06/14/2024	Payroll	1	EFT	Melissa Maki	1,939.97	June 1-14 2024 Pay Period
2554	06/14/2024	Payroll	1	EFT	Ricardo J Martinez Jr	2,053.71	June 1-14 2024 Pay Period
2555	06/14/2024	Payroll	1	EFT	Ryan S Maybee	2,389.35	June 1-14 2024 Pay Period
2556	06/14/2024	Payroll	1	EFT	Courtney L McGarity	2,503.47	June 1-14 2024 Pay Period
2557	06/14/2024	Payroll	1	EFT	Matthew J Moore	1,911.70	June 1-14 2024 Pay Period
2558	06/14/2024	Payroll	1	EFT	Christopher C Morales	2,647.00	June 1-14 2024 Pay Period
2559	06/14/2024	Payroll	1	EFT	Eric M Neumeyer	3,038.19	June 1-14 2024 Pay Period
2560	06/14/2024	Payroll	1	EFT	Joshua M Owens	2,409.94	June 1-14 2024 Pay Period
2562	06/14/2024	Payroll	1	EFT	Jeffery R Peters	3,202.59	June 1-14 2024 Pay Period
2563	06/14/2024	Payroll	1	EFT	Austin Peyser	2,011.05	June 1-14 2024 Pay Period
2564	06/14/2024	Payroll	1	EFT	Thomas M Radke	2,376.40	June 1-14 2024 Pay Period
2565	06/14/2024	Payroll	1	EFT	Cody G Roberts	2,304.54	June 1-14 2024 Pay Period
2566	06/14/2024	Payroll	1	EFT	Eduardo Rodriguez	1,886.20	June 1-14 2024 Pay Period
2567	06/14/2024	Payroll	1	EFT	Justin L Ross	1,510.89	June 1-14 2024 Pay Period
2568	06/14/2024	Payroll	1	EFT	Laci J Ross	80.45	June 1-14 2024 Pay Period
2569	06/14/2024	Payroll	1	EFT	Curtis Z Schab	2,253.09	June 1-14 2024 Pay Period
2570	06/14/2024	Payroll	1	EFT	Marc S Scherzinger	1,814.56	June 1-14 2024 Pay Period
2571	06/14/2024	Payroll	1	EFT	Shain K Scribner	2,078.38	June 1-14 2024 Pay Period
2572	06/14/2024	Payroll	1	EFT	John E Shipley	2,319.29	June 1-14 2024 Pay Period
2573	06/14/2024	Payroll	1	EFT	Nicholus Singletary	2,514.83	June 1-14 2024 Pay Period
2574	06/14/2024	Payroll	1	EFT	Dustin M Soptich	3,616.59	June 1-14 2024 Pay Period
2575	06/14/2024	Payroll	1	EFT	Douglas H Sterns	2,410.26	June 1-14 2024 Pay Period
2576	06/14/2024	Payroll	1	EFT	Jacob M Stuker	2,573.92	June 1-14 2024 Pay Period
2577	06/14/2024	Payroll	1	EFT	Matthew D Taylor	2,016.89	June 1-14 2024 Pay Period
2578	06/14/2024	Payroll	1	EFT	Lawrence E Thompson	1,782.93	June 1-14 2024 Pay Period
2579	06/14/2024	Payroll	1	EFT	Leif E Van Doren	1,886.54	June 1-14 2024 Pay Period
2580	06/14/2024	Payroll	1	EFT	Lonney L Walker	2,912.02	June 1-14 2024 Pay Period
2581	06/14/2024	Payroll	1	EFT	Rocky D Wallace	3,492.83	June 1-14 2024 Pay Period
2582	06/14/2024	Payroll	1	EFT	Levi J Wanamaker	1,028.21	June 1-14 2024 Pay Period
2583	06/14/2024	Payroll	1	EFT	Jon Scott Willis	2,645.79	June 1-14 2024 Pay Period
2585	06/14/2024	Payroll	1	EFT	Jason W Wood	2,410.05	June 1-14 2024 Pay Period
2586	06/14/2024	Payroll	1	EFT	Cory J Worrell	2,646.41	June 1-14 2024 Pay Period
2618	06/14/2024	Payroll	1	EFT	EFTPS	62,038.49	941 Deposit for Pay Cycle(s) 06/14/2024 - 06/14/2024
2620	06/04/2024	Payroll	1	EFT	Washington State Support Registry	899.25	Pay Cycle(s) 05/31/2024 To 05/31/2024 - WA STATE SUPPORT
2622	06/18/2024	Payroll	1	EFT	Washington State Support Registry	809.00	Pay Cycle(s) 06/14/2024 To 06/14/2024 - WA STATE SUPPORT
2623	06/18/2024	Payroll	1	EFT	AFLAC Remittance Processing	129.32	Pay Cycle(s) 04/30/2024 To 04/30/2024 - AFLAC 125

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2624	06/14/2024	Payroll	1	EFT	HRA VEBA Trust - PD & PW YA063	3,298.22	Pay Cycle(s) 06/14/2024 To 06/14/2024 - HRA VEBA
2625	06/17/2024	Payroll	1	EFT	AFLAC Remittance Processing	336.70	Pay Cycle(s) 05/01/2024 To 05/15/2024 - AFLAC 125; Pay Cycle(s) 05/31/2024 To 05/31/2024 - AFLAC 125
2639	06/20/2024	Payroll	1	EFT	Dept of Retirement - Def Comp	6,643.63	Pay Cycle(s) 06/14/2024 To 06/14/2024 - Deferred Comp; Pay Cycle(s) 06/14/2024 To 06/14/2024 - Deferred Comp - Roth
2640	06/21/2024	Payroll	1	EFT	Dept of Retirement Systems	37,664.20	Pay Cycle(s) 06/14/2024 To 06/14/2024 - PERS2; Pay Cycle(s) 06/14/2024 To 06/14/2024 - LEOFF2; Pay Cycle(s) 06/14/2024 To 06/14/2024 - PERS3
2881	06/28/2024	Payroll	1	EFT	Ronald D Anderson	1,556.23	June 16-30 2024 Pay Period
2882	06/28/2024	Payroll	1	EFT	Jasmine E Arellano	1,886.88	June 16-30 2024 Pay Period
2883	06/28/2024	Payroll	1	EFT	Benjamin Arnold	2,096.34	June 16-30 2024 Pay Period
2884	06/28/2024	Payroll	1	EFT	Don L Ayres	2,054.08	June 16-30 2024 Pay Period
2885	06/28/2024	Payroll	1	EFT	Cory J Baird	3,056.18	June 16-30 2024 Pay Period
2886	06/28/2024	Payroll	1	EFT	Quaton D. E. Baird	1,639.24	June 16-30 2024 Pay Period
2887	06/28/2024	Payroll	1	EFT	Brad J Bales	1,894.38	June 16-30 2024 Pay Period
2888	06/28/2024	Payroll	1	EFT	Roger L Bell	912.31	June 16-30 2024 Pay Period
2889	06/28/2024	Payroll	1	EFT	William J Bena	1,979.19	June 16-30 2024 Pay Period
2890	06/28/2024	Payroll	1	EFT	Gavin Boyd	55.81	June 16-30 2024 Pay Period
2891	06/28/2024	Payroll	1	EFT	David L Carpenter	2,045.54	June 16-30 2024 Pay Period
2892	06/28/2024	Payroll	1	EFT	Daniel R Case	4,282.90	June 16-30 2024 Pay Period
2893	06/28/2024	Payroll	1	EFT	Joshua Clark	1,631.61	June 16-30 2024 Pay Period
2894	06/28/2024	Payroll	1	EFT	Jacob Cleveland	2,074.49	June 16-30 2024 Pay Period
2895	06/28/2024	Payroll	1	EFT	Ronald P Cline	2,784.24	June 16-30 2024 Pay Period
2896	06/28/2024	Payroll	1	EFT	Laura N Conger	2,029.60	June 16-30 2024 Pay Period
2897	06/28/2024	Payroll	1	EFT	Michael W Costello	221.43	June 16-30 2024 Pay Period
2898	06/28/2024	Payroll	1	EFT	Michael B Cramer	2,452.48	June 16-30 2024 Pay Period
2899	06/28/2024	Payroll	1	EFT	Michelle Damron	1,973.97	June 16-30 2024 Pay Period
2900	06/28/2024	Payroll	1	EFT	Kathryn Davis	1,651.65	June 16-30 2024 Pay Period
2901	06/28/2024	Payroll	1	EFT	Bronson H Faul	892.82	June 16-30 2024 Pay Period
2902	06/28/2024	Payroll	1	EFT	Bruce J Forenpohar	2,656.40	June 16-30 2024 Pay Period
2903	06/28/2024	Payroll	1	EFT	Jeffrey J Fortner	2,171.33	June 16-30 2024 Pay Period
2904	06/28/2024	Payroll	1	EFT	Taryn L Franck	1,557.06	June 16-30 2024 Pay Period
2905	06/28/2024	Payroll	1	EFT	Anita M Garcia	1,943.58	June 16-30 2024 Pay Period
2906	06/28/2024	Payroll	1	EFT	Michael Gause	3,247.36	June 16-30 2024 Pay Period
2907	06/28/2024	Payroll	1	EFT	Jeffrey M Glaspie	2,241.04	June 16-30 2024 Pay Period
2908	06/28/2024	Payroll	1	EFT	Kelley D Goin	62.62	June 16-30 2024 Pay Period
2909	06/28/2024	Payroll	1	EFT	Ashton D Gottschalk	2,041.15	June 16-30 2024 Pay Period
2911	06/28/2024	Payroll	1	EFT	Kimberly K Grimm	3,675.61	June 16-30 2024 Pay Period
2912	06/28/2024	Payroll	1	EFT	Caprise Groo	1,861.34	June 16-30 2024 Pay Period
2913	06/28/2024	Payroll	1	EFT	Nathan H Halsey	1,780.46	June 16-30 2024 Pay Period
2914	06/28/2024	Payroll	1	EFT	Erin M Hamilton	1,783.28	June 16-30 2024 Pay Period
2915	06/28/2024	Payroll	1	EFT	William C Hayes	1,955.49	June 16-30 2024 Pay Period
2916	06/28/2024	Payroll	1	EFT	Anessa Y Hernandez-Cordova	1,645.69	June 16-30 2024 Pay Period
2917	06/28/2024	Payroll	1	EFT	Lailani M Herrera	114.02	June 16-30 2024 Pay Period
2918	06/28/2024	Payroll	1	EFT	Jared D Hinze	1,958.49	June 16-30 2024 Pay Period
2920	06/28/2024	Payroll	1	EFT	Richard J Huebner	3,892.83	June 16-30 2024 Pay Period
2921	06/28/2024	Payroll	1	EFT	Kylie Huri	1,849.70	June 16-30 2024 Pay Period
2922	06/28/2024	Payroll	1	EFT	Jared Iverson	296.43	June 16-30 2024 Pay Period

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2923	06/28/2024	Payroll	1	EFT	Rodger A Jennerjohn	2,266.61	June 16-30 2024 Pay Period
2924	06/28/2024	Payroll	1	EFT	Daniel T Jones	3,279.80	June 16-30 2024 Pay Period
2925	06/28/2024	Payroll	1	EFT	Kenneth Jones	2,326.18	June 16-30 2024 Pay Period
2926	06/28/2024	Payroll	1	EFT	Christopher Knox	2,108.47	June 16-30 2024 Pay Period
2927	06/28/2024	Payroll	1	EFT	Scott R Kramer	1,994.71	June 16-30 2024 Pay Period
2929	06/28/2024	Payroll	1	EFT	James Lange	3,518.95	June 16-30 2024 Pay Period
2930	06/28/2024	Payroll	1	EFT	Mathew Lennon	2,933.73	June 16-30 2024 Pay Period
2931	06/28/2024	Payroll	1	EFT	Jennifer L Leslie	1,879.76	June 16-30 2024 Pay Period
2933	06/28/2024	Payroll	1	EFT	Melissa Maki	2,009.35	June 16-30 2024 Pay Period
2934	06/28/2024	Payroll	1	EFT	Ricardo J Martinez Jr	2,021.06	June 16-30 2024 Pay Period
2935	06/28/2024	Payroll	1	EFT	Ryan S Maybee	2,430.62	June 16-30 2024 Pay Period
2936	06/28/2024	Payroll	1	EFT	Courtney L McGarity	2,504.27	June 16-30 2024 Pay Period
2938	06/28/2024	Payroll	1	EFT	Matthew J Moore	1,844.72	June 16-30 2024 Pay Period
2939	06/28/2024	Payroll	1	EFT	Christopher C Morales	2,442.30	June 16-30 2024 Pay Period
2940	06/28/2024	Payroll	1	EFT	Eric M Neumeyer	3,039.55	June 16-30 2024 Pay Period
2941	06/28/2024	Payroll	1	EFT	Joshua M Owens	2,490.06	June 16-30 2024 Pay Period
2943	06/28/2024	Payroll	1	EFT	Jeffery R Peters	3,204.40	June 16-30 2024 Pay Period
2944	06/28/2024	Payroll	1	EFT	Clifford B Peterson	296.43	June 16-30 2024 Pay Period
2945	06/28/2024	Payroll	1	EFT	Austin Peyser	2,060.71	June 16-30 2024 Pay Period
2946	06/28/2024	Payroll	1	EFT	Thomas M Radke	2,469.79	June 16-30 2024 Pay Period
2947	06/28/2024	Payroll	1	EFT	Cody G Roberts	2,589.12	June 16-30 2024 Pay Period
2948	06/28/2024	Payroll	1	EFT	Eduardo Rodriguez	1,944.45	June 16-30 2024 Pay Period
2949	06/28/2024	Payroll	1	EFT	Justin L Ross	1,258.64	June 16-30 2024 Pay Period
2950	06/28/2024	Payroll	1	EFT	Curtis Z Schab	2,256.72	June 16-30 2024 Pay Period
2951	06/28/2024	Payroll	1	EFT	Marc S Scherzinger	2,049.02	June 16-30 2024 Pay Period
2952	06/28/2024	Payroll	1	EFT	Shain K Scribner	1,899.73	June 16-30 2024 Pay Period
2953	06/28/2024	Payroll	1	EFT	John E Shipley	2,641.34	June 16-30 2024 Pay Period
2954	06/28/2024	Payroll	1	EFT	Nicholus Singletary	2,555.85	June 16-30 2024 Pay Period
2955	06/28/2024	Payroll	1	EFT	Dustin M Soptich	3,912.32	June 16-30 2024 Pay Period
2956	06/28/2024	Payroll	1	EFT	Douglas H Sterns	2,293.08	June 16-30 2024 Pay Period
2957	06/28/2024	Payroll	1	EFT	Jacob M Stuker	2,706.21	June 16-30 2024 Pay Period
2958	06/28/2024	Payroll	1	EFT	Matthew D Taylor	2,016.55	June 16-30 2024 Pay Period
2959	06/28/2024	Payroll	1	EFT	Lawrence E Thompson	1,715.93	June 16-30 2024 Pay Period
2960	06/28/2024	Payroll	1	EFT	Leif E Van Doren	1,944.45	June 16-30 2024 Pay Period
2961	06/28/2024	Payroll	1	EFT	Samantha Vargas	100.66	June 16-30 2024 Pay Period
2962	06/28/2024	Payroll	1	EFT	Lonney L Walker	1,945.10	June 16-30 2024 Pay Period
2963	06/28/2024	Payroll	1	EFT	Rocky D Wallace	3,496.60	June 16-30 2024 Pay Period
2964	06/28/2024	Payroll	1	EFT	Levi J Wanamaker	844.67	June 16-30 2024 Pay Period
2966	06/28/2024	Payroll	1	EFT	Jon Scott Willis	2,648.36	June 16-30 2024 Pay Period
2968	06/28/2024	Payroll	1	EFT	Jason W Wood	2,505.89	June 16-30 2024 Pay Period
2969	06/28/2024	Payroll	1	EFT	Cory J Worrell	2,744.35	June 16-30 2024 Pay Period
2986	06/28/2024	Payroll	1	EFT	EFTPS	58,012.58	941 Deposit for Pay Cycle(s) 06/28/2024 - 06/28/2024
2987	06/28/2024	Payroll	1	EFT	Washington State Support Registry	809.00	Pay Cycle(s) 06/28/2024 To 06/28/2024 - WA STATE SUPPORT
2264	06/03/2024	Payroll	1	86304	Western Conf of Teamsters Pension Tr-PD	5,101.58	Pay Cycle(s) 05/31/2024 To 05/31/2024 - PENSION PD TMS; Pay Cycle(s) 05/31/2024 To 05/31/2024 - PENSION PW TMS
2263	06/03/2024	Payroll	1	86305	Washington Teamsters Welfare Trust	9,632.00	Pay Cycle(s) 05/31/2024 To 05/31/2024 - Dental + Vision

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2262	06/03/2024	Payroll	1	86306	Washington Teamsters Welfare Tr-Medical	97,027.00	Pay Cycle(s) 05/31/2024 To 05/31/2024 - MEDICAL
2261	06/03/2024	Payroll	1	86307	Vision Services Plan	96.73	Pay Cycle(s) 05/31/2024 To 05/31/2024 - COUNCIL VISION
2260	06/03/2024	Payroll	1	86308	Trusteed Service Plan	975.00	Pay Cycle(s) 05/31/2024 To 05/31/2024 - Disability
2259	06/03/2024	Payroll	1	86309	Teamsters Local #760 - PW Dues	637.00	Pay Cycle(s) 05/31/2024 To 05/31/2024 - TEAMSTERS PW DUES
2258	06/03/2024	Payroll	1	86310	Selah Police Association Employee Fund	780.00	Pay Cycle(s) 05/01/2024 To 05/15/2024 - PD EMP FUND; Pay Cycle(s) 05/31/2024 To 05/31/2024 - PD EMP FUND
2257	06/03/2024	Payroll	1	86311	HRA VEBA Trust - PD & PW YA063	3,419.52	Pay Cycle(s) 05/31/2024 To 05/31/2024 - HRA VEBA
2265	06/03/2024	Payroll	1	86312	Selah Police Association Employee Fund	90.00	Pay Cycle(s) 04/30/2024 To 04/30/2024 - PD EMP FUND
2282	06/05/2024	Payroll	1	86313	Trusteed Service Plan	910.00	Back Payment for April and May
2457	06/07/2024	Payroll	1	86314	Nicholus Singletary	455.30	Long Term Care
2458	06/07/2024	Payroll	1	86315	Cory J Worrell	573.81	Long Term Care
2538	06/14/2024	Payroll	1	86316	Payton Henkle	197.47	June 1-14 2024 Pay Period
2542	06/14/2024	Payroll	1	86317	Daniel S Holder	232.98	June 1-14 2024 Pay Period
2561	06/14/2024	Payroll	1	86318	Casey Peters	424.18	June 1-14 2024 Pay Period
2584	06/14/2024	Payroll	1	86319	Daniel Wilson	232.98	June 1-14 2024 Pay Period
2656	06/18/2024	Payroll	1	86320	Selah Police Association Employee Fund	305.00	Pay Cycle(s) 06/14/2024 To 06/14/2024 - PD EMP FUND
2657	06/18/2024	Payroll	1	86321	Teamsters Local #760 - PD Dues	1,638.50	Pay Cycle(s) 06/14/2024 To 06/14/2024 - TEAMSTERS PD DUES
2658	06/18/2024	Payroll	1	86322	WA State Council Police Officer Dues	244.00	Pay Cycle(s) 06/14/2024 To 06/14/2024 - PD COUNCIL DUES
2659	06/18/2024	Payroll	1	86323	Western Conf of Teamsters Pension Tr-PD	4,425.45	Pay Cycle(s) 06/14/2024 To 06/14/2024 - PENSION PD TMS; Pay Cycle(s) 06/14/2024 To 06/14/2024 - PENSION PW TMS
2778	06/25/2024	Payroll	1	86324	Principal Life Ins Company	1,400.00	Invoice #1091250-10001 6/1/2024
2910	06/28/2024	Payroll	1	86325	Alexis N Grenz	80.45	June 16-30 2024 Pay Period
2919	06/28/2024	Payroll	1	86326	Daniel S Holder	705.04	June 16-30 2024 Pay Period
2928	06/28/2024	Payroll	1	86327	Mario Lamas Cuevas	51.20	June 16-30 2024 Pay Period
2932	06/28/2024	Payroll	1	86328	William B Longmire	296.43	June 16-30 2024 Pay Period
2937	06/28/2024	Payroll	1	86329	David B Monaghan	296.43	June 16-30 2024 Pay Period
2942	06/28/2024	Payroll	1	86330	Casey Peters	241.36	June 16-30 2024 Pay Period
2965	06/28/2024	Payroll	1	86331	Charles K Wickenhagen	296.43	June 16-30 2024 Pay Period
2967	06/28/2024	Payroll	1	86332	Daniel Wilson	182.84	June 16-30 2024 Pay Period
2985	06/28/2024	Payroll	1	86333	Western Conf of Teamsters Pension Tr-PD	10,847.46	Pay Cycle(s) 04/30/2024 To 04/30/2024 - PENSION PW TMS; Pay Cycle(s) 05/15/2024 To 05/15/2024 - PENSION PW TMS; Pay Cycle(s) 05/15/2024 To 05/15/2024 - PENSION PD TMS; Pay Cycle(s) 06/28/2024 To 06/28/2024 - PENSION PD TMS

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2988	06/28/2024	Payroll	1	86334	Teamsters Local #760 - PW Dues	1,001.00	Pay Cycle(s) 06/28/2024 To 06/28/2024 - TEAMSTERS PW DUES
2990	06/28/2024	Payroll	1	86335	Trusted Service Plan	1,040.00	Pay Cycle(s) 06/28/2024 To 06/28/2024 - Disability
						417,100.29	001 General Fund
						135,100.98	103 Fire Control
						40,337.61	110 City Street
						2,545.66	111 Street Improvement
						7,804.33	118 Civic Center
						9,955.80	119 Transit
						1,296.63	121 Tourism
						69,297.08	411 Water
						106,511.63	415 Sewer
						12,142.86	420 Solid Waste
						<u>802,092.87</u>	
						802,092.87	Payroll:
							802,092.87

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024

Agenda Number: 10C

Informational Item

Title: Minutes from June 04, 2024 Planning Commission Meeting

From: Jennifer Leslie, Building Permit Technician

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Action Taken: None

City of Selah
Planning Commission Minutes
June 04, 2024

A. Call to Order

Chairman Smith calls the meeting to order at 5:34pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca (arrived at 5:48pm),
Commissioner: Graf and Elliott.
Members Absent: Commissioners: Open Position.
Staff Present: Jeff Peters, City Planner.
Guest: None.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from May 21, 2024

Chairman Smith asks for a motion to approve the minutes from the May 21, 2024 meeting.

Commissioner Elliott make a motion.

Commissioner Graf seconds.

Minutes are approved with a voice vote of 3-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business –

Tom with Beckwith Consulting shares a PowerPoint presentation on Zoom for the review of the Model Ordinance and ADU/Middle Housing Analysis.

Mr. Peters presents an update for the changes to the Chapter 10 Development Regulations.

Planning Commission Members and Staff continue to discuss the Development Regulations.

H. Reports/Announcements

1. Chairman - None
2. Commissioners - None
3. Staff -


The Planning Commission Members will meet for a Study Session to review the Development Regulations on June 10, 2024 at 4pm in the City of Selah Public Works Conference Room.

I. Adjournment

Commissioner Elliott motions to adjourn.

Chairman Smith seconds.

Chairman Smith adjourns the meeting at 7:04pm with a voice vote of 4-0.



Chairman, Lisa Smith



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024

Agenda Number: 10D

Action Item

Title: Ordinance Amending Selah Municipal Code Chapter 1.22

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: This is essentially a housekeeping matter with regard to the civil service system and the Selah Municipal Code (SMC). The purpose is to reaffirm that the following positions are excluded from the civil service system: fire chief, police chief, and deputy police chief.

All “full paid employees” of a municipal fire department and also all “full paid employees” of a municipal police department are presumptively covered by (a/k/a “within”) the civil service system (with such positions being referred to as “classified” service positions), but state law empowers the City’s legislative body – subject to the civil service commission’s concurrence, in certain instances – to exclude certain full paid positions from the civil service system (with such positions often then being referred to as “unclassified” position appointments).

The full paid positions that state law empowers the City’s legislative body to exclude are the following:

- (1) the fire chief, if appointed after July 1, 1987 (see RCW 41.08.050);
- (2) the police chief, if appointed after July 1, 1987 (see RCW 41.12.050(2)); and
- (3) if the police chief has been excluded, an additional number of police department employees subject to a maximum limit based on the size of the department (with four positions being the applicable limit for a department that has 21-50 paid employees), which positions can only be assistant chief, deputy chief, bureau commander, administrative assistant or administrative secretary, and with the initial selection of such additional exempt positions being made by the police chief (see RCW 41.12.050(2)&(3)).

The City Council previously excluded the fire chief position and the police chief position from the civil service system. However, City staff recommends the City Council reaffirm that the fire chief position and the police chief position are each and both excluded from the civil service system and, relatedly, City staff recommends that SMC Chapter 1.22 be amended so as to expressly state therein that such positions are excluded because said Chapter is a logical place for such information to be set forth.

The City's civil service commission held an open meeting on May 9, 2024, during such meeting it reviewed a written statement by the police chief and city administrator stating that they each and both desire for the deputy police chief position to be excluded from the civil service system, and thereafter the City's civil service commission issued its written concurrence on the issue so as to reaffirm that it also desires for the deputy police chief position to be excluded from the civil service system. City staff recommends that SMC Chapter 1.22 be further amended so as to expressly stated therein that the deputy police chief position is excluded from the civil service system because said Chapter is a logical place for such information to be set forth.

Finally, City staff yet further recommends that SMC Chapter 1.22 be yet further amended so as to make corrections and also stylistic updates that more closely conform to language used more recently by the City within other portions of the SMC.

Recommended Motion: I move to approve the Ordinance in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
05/09/2024	Public Meeting by City's Civil Service Commission, During Which it Issued Its Concurrence to Reaffirm that the Deputy Police Chief Position is Excluded from the Civil Service System

ORDINANCE NO. 2229

ORDINANCE AMENDING SELAH MUNICIPAL CODE CHAPTER 1.22

WHEREAS, state law – including RCW Chapters 41.08 and 41.12 – requires the City to have a civil service commission that endeavors to, among other things, ensure that firefighters and police officers are selected for employment, employed and disciplined via fair processes; and

WHEREAS, the City has, and has long had, a civil service commission; and

WHEREAS, the existing sections of Selah Municipal Code (SMC) Chapter 1.22 incorporate – by reference – many provisions of state law pertaining to the adoption and appointment of the city’s civil service commission; and

WHEREAS, all “full paid employees” of a municipal fire department and also all “full paid employees” of a municipal police department are presumptively covered by (a/k/a “within”) the civil service system (with such positions being referred to as “classified” service positions), but state law empowers the City’s legislative body – subject to the civil service commission’s concurrence, in certain instances – to exclude certain full paid positions from the civil service system (with such positions often then being referred to as “unclassified” position appointments); and

WHEREAS, the full paid positions that state law empowers the City’s legislative body to exclude are the following:

- (1) the fire chief, if appointed after July 1, 1987 (see RCW 41.08.050);
- (2) the police chief, if appointed after July 1, 1987 (see RCW 41.12.050(2)); and
- (3) if the police chief has been excluded, an additional number of police department employees subject to a maximum limit based on the size of the department (with four positions being the applicable limit for a department that has 21-50 paid employees), which positions can only be assistant chief, deputy chief, bureau commander, administrative assistant or administrative secretary, and with the initial selection of such additional exempt positions being made by the police chief (see RCW 41.12.050(2)&(3));

WHEREAS, the City Council is the City’s legislative body; and

WHEREAS, the City Council previously excluded the fire chief position and the police chief position from the civil service system; and

WHEREAS, City staff recommends the City Council reaffirm that the fire chief position and the police chief position are each and both excluded from the civil service system, and that SMC Chapter 1.22 be amended so as to expressly state therein that such positions are excluded because said Chapter is a logical place for such information to be set forth; and

WHEREAS, a former City police chief previously notified the City’s civil service commission of his initial selection of the deputy police chief position as an additional excluded position; and

WHEREAS, City staff has separately recommended that the exclusion of the deputy police chief position from the civil service system also be reaffirmed, specifically via concurrence of the police chief, mayor or city administrator, and the City's civil service commission; and

WHEREAS, the City's civil service commission held an open meeting on May 9, 2024, during such meeting it reviewed a written statement by the police chief and city administrator stating that they each and both desire for the deputy police chief position to be excluded from the civil service system, and thereafter the City's civil service commission issued its written concurrence on the issue; and

WHEREAS, City staff further recommends that SMC Chapter 1.22 be further amended so as to expressly stated therein that the deputy chief position at the police department is an additional position that is excluded from the civil service system because said Chapter is a logical place for such information to be set forth; and

WHEREAS, City staff – specifically the City Attorney – yet further recommends that SMC Chapter 1.22 be yet further amended so as to make corrections and also stylistic updates that more closely conform to language used more recently by the City within other portions of the SMC; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Amendment of SMC Chapter 1.22. That titles and body of SMC Chapter 1.22 be amended to read and provide as set forth below (and as shown hereon in editing marks for ease of reference, but which shall be removed when the codifiers publish the official updated version of such Chapter on the internet):

Chapter 1.22
CIVIL SERVICE COMMISSION AND LIST OF POSITIONS EXCLUDED FROM CIVIL SERVICE SYSTEM

Sections:

- 1.22.010 ~~Civil service commission adopted.~~ Incorporation of state laws.
- 1.22.020 Civil service commission – Appointment.
- 1.22.030 List of positions excluded from civil service system.

- 1.22.010 ~~Civil service commission adopted.~~ Incorporation of state laws.

~~The civil service system set forth in RCW Sections 41.12.010 to 41.12.220 inclusive for police are hereby adopted by the city of Selah, and all of the details and provisions of RCW Sections 41.12.010 to 41.12.220 inclusive are hereby made a part of the ordinance codified herein as fully as if incorporated herein. The provisions of RCW Chapter 41.12, or any replacements thereof, shall apply to each full paid employee of the police department within a classified service position, and all such provisions are, by this reference, expressly incorporated within this section as if fully set forth herein. Further, the civil service system~~

~~set forth in RCW Sections 41.08.010 to 41.08.220 inclusive for firefighters is hereby adopted by the city of Selah, and all of the details and provisions of RCW Sections 41.08.010 to 41.08.220 inclusive are hereby made a part of the ordinance codified herein as fully as if incorporated herein. The provisions of RCW Chapter 41.08, or any replacements thereof, shall apply to each full paid employee of the fire department within a classified service position, and all such provisions are, by this reference, expressly incorporated within this section as if fully set forth herein.~~

1.22.020 Civil service commission – Appointment.

~~There is hereby created pursuant to RCW 41.12.030 and pursuant to RCW 41.08.030, or any replacements thereof, a civil service commission for the both the police department and the fire department of the city of Selah, which commission shall be composed of three members and appointed by the mayor of the city of Selah. The members of such commission shall hold office as provided in RCW Chapters 41.12 and 41.08, or any replacements thereof, RCW 41.12 and RCW 41.08, and shall have and exercise all powers and duties prescribed therein and thereby by those Chapters of the Revised Code of Washington.~~

1.22.030 List of positions excluded from the civil service system.

Each of the following positions is excluded from the civil service system and shall remain excluded unless and until, if ever, a position becomes non-excluded by operation of law, or by decision of the city council when that is the applicable method, or by concurrence of the police chief, mayor or city administrator, and civil service commission when that is the applicable method:

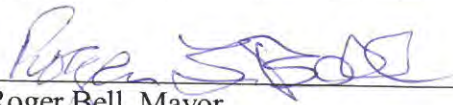
- (a) the fire chief;
- (b) the police chief; and
- (c) the deputy police chief.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), Chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

Section 4. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper this Ordinance shall not take effect until at least five (5) after such publishing has occurred.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 9th day of July, 2024.



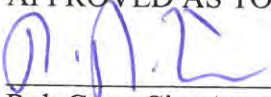
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:



Rob Case, City Attorney

WRITTEN STATEMENT BY SELAH'S POLICE CHIEF AND CITY ADMINISTRATOR
REQUESTING THE SELAH CIVIL SERVICE COMMISSION'S CONCURRENCE TO
REAFFIRM THAT THE DEPUTY POLICE CHIEF POSITION IS EXCLUDED
FROM THE CIVIL SERVICE SYSTEM

RCW 41.12.050(2)&(3) allows for the deputy police chief position to be excluded from the civil service system when the police chief position has also been excluded.

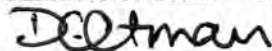
The City Council previously excluded the police chief position from the civil service system. Such decision was fully at the discretion of the City Council. The City Council is expected to soon reaffirm that the police chief position is excluded, just to preclude any doubt and to create an up-to-date written record confirming such reality.

A former City police chief previously notified the former members of the Selah Civil Service Commission that he had selected the deputy police chief position to be an excluded position (which reality is confirmed, in part, by the fact that Eric Steen was thereafter appointed to the deputy police chief position without going through the civil service selection process). Such "initial selection" was fully at the discretion of the police chief, without any necessity of a concurrence by the civil service commission. By contrast, for additional or different positions – beyond those specified within the police chief's initial selection – to become excluded positions, a concurrence by the civil service commission would be necessary.

Via this "Written Statement", the City's current police chief and current city administrator request that the current members of the Selah Civil Service Commission issue – on behalf of the Commission – a written concurrence to reaffirm that the deputy police chief position is an excluded position. As indicated in the preceding paragraph, a concurrence was not originally necessary (and, thus, it is most likely not technically necessary now). The concurrence is presently sought – nevertheless – just to preclude any possible doubt and to create an up-to-date written record confirming such reality (equivalent to, as set forth in the second paragraph of this Written Statement, the reason why the City Council is expected to soon reaffirm that the police chief position is excluded).

This is really just a housekeeping matter. The requested concurrence will reaffirm what has been the reality for quite some time, and serve as an up-to-date written record confirming such reality.

RESPECTFULLY SUBMITTED,



Daniel V. Christman, Police Chief

05-08-24

Date



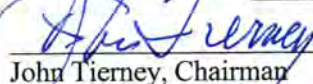
Richard Huebner, City Administrator

05/08/2024

Date

CONCURRENCE BY SELAH CIVIL SERVICE COMMISSION

Having considered the foregoing "Written Statement" during a public meeting on May 9, 2024, the current members of the Selah Civil Service Commission hereby issue – on behalf of the Commission – this written concurrence so as to reaffirm that the deputy police chief position is excluded from the civil service system.



John Tierney, Chairman

5/9/24

Date



William Teaford, Commissioner

5-9-24

Date



Matthew Steadman, Commissioner

5/9/24

Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024
 Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor and Public Works Director to sign an Intergovernmental Local Agreement for Stormwater Permit Collaboration Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$2,550.00

Funding Source: 415 Sewer Fund

Background/Findings/Facts: This Intergovernmental Local Agreement pertains to the renewal of the Interlocal Stormwater Agreement between Yakima County and the cities of Union Gap, Sunnyside and Selah. The continuation of this Agreement will allow the City to collaborate with other Eastern Stormwater permittees within the Yakima County Region under RCW Chapter 39.34. The Agreement is for public benefit and for the protection of the quality of surface waters and ground waters of the State by managing the discharge of stormwater through respective MS4s.

The attached proposed Resolution will, if approved, authorize the Mayor and Public Works Director to sign the Intergovernmental Local Agreement.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
2/13/2024	Resolution No. 3091 Authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$130,000 in grant funds for the City's Stormwater Management plan
2/8/2022	Resolution No. 2897 Authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$70,000 in grant funds for the City's Stormwater Management plan

9/24/2019	Resolution No. 2759 Authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$95,000 in grant funds for the City's Stormwater Management plan
11/14/2017	Resolution No. 2635 Authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan
12/8/2015	Resolution No. 2502 Authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan.
8/12/2014	Resolution No. 2411 Authorizing the Mayor to Sign the Notice of Intent (NOI) for Coverage under a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit
5/13/2014	Resolution No. 2395 Authorizing the Mayor to Sign an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside

RESOLUTION NO. 3133

RESOLUTION AUTHORIZING THE MAYOR AND PUBLIC WORKS
DIRECTOR TO SIGN AN INTERGOVERNMENTAL LOCAL AGREEMENT
FOR STORMWATER PERMIT COMPLIANCE ACTIVITIES BETWEEN
YAKIMA COUNTY AND THE CITIES OF SELAH, UNION GAP AND
SUNNYSIDE

WHEREAS, the City desires to enter into a regional partnership with Yakima County and the cities of Union Gap and Sunnyside, to comply with the State of Washington's Eastern Washington Phase II Municipal Stormwater General Permit; and

WHEREAS, the Department of Ecology has encouraged the City to participate with the Regional Stormwater Group; and

WHEREAS, the City will administer and manage the new Eastern Washington Phase II Municipal Stormwater General Permit from the Department of Ecology; and

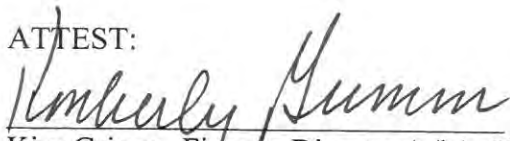
WHEREAS, the county and cities have agreed that the county will assist with managing the Permit, and the cities will be the respective primary permittees for their own systems; and

WHEREAS, the City Council finds that good causes exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor and Public Works Director be and are authorized to sign the Intergovernmental Local Agreement for Stormwater Permit Compliance Activities in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of July, 2024.

ATTEST:



Kim Grimm, Finance Director (a/k/a Clerk-Treasurer)


Roger Bell, Mayor

APPROVED AS TO FORM:



Rob Case, City Attorney

INTERGOVERNMENTAL LOCAL AGREEMENT
FOR STORMWATER PERMIT COMPLIANCE ACTIVITIES
BETWEEN
YAKIMA COUNTY
AND
THE CITIES OF
SELAH, UNION GAP AND SUNNYSIDE

THIS AGREEMENT is made and entered into between Yakima County, a municipal corporation of the State of Washington, hereinafter referred to as "County", and the Cities of Selah, Union Gap and Sunnyside, all being municipal corporations, hereinafter referred to as "Selah", "Union Gap" and "Sunnyside" respectively, or "Cities" when it includes all, or "City" when it is either Selah, Union Gap or Sunnyside; and,

WHEREAS, the County and Cities have authority to operate and maintain storm and surface water management systems and many other services as provided for under their relevant laws; and,

WHEREAS, Yakima County and the Cities of Selah, Union Gap and Sunnyside are required to comply with the State of Washington's Eastern Washington Phase II Municipal Stormwater General Permit, hereinafter referred to as the "Permit"; and,

WHEREAS, the County and Cities under the Permit have been encouraged to coordinate; and,

WHEREAS, the County and Cities acknowledge the benefits of a voluntary, ad hoc regional group, as allowed under the Permit; and,

WHEREAS, the County and Cities formed the Regional Stormwater Working Group (RSWG) in order to provide the best value and service for their citizens concerning the development of a regional stormwater plan to satisfy the Permit for their respective Municipal Separate Storm Sewer Systems (MS4s); and,

WHEREAS, the County and Cities under RCW Chapter 39.34, have the legal authority to enter into interlocal agreements for the sewerage and stormwater management programs within its boundaries consistent with relevant laws; and,

WHEREAS, under this interlocal agreement, the County and Cities agree to obtain and hold their own separate municipal stormwater permits and are responsible for performing all duties to comply with the standards of the Permit, as required by the Permit; and,

WHEREAS, the County and the Cities would like to continue the RSWG as outlined in this agreement for public benefit and for the protection of the quality of surface waters and ground waters of the state by managing the discharge of stormwater through their respective MS4s; and,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. Area of Geographic Responsibility The Areas of Geographic Responsibility for the Cities and County are as described in Section S1. of the Permit. For the Cities, this means the entire incorporated area of the City as they exist at the time of execution of this ILA and as they may be amended during the existence of this Agreement. For the County, this means the urbanized areas and the unincorporated urban growth areas associated with permitted Cities within the urbanized areas that are under the jurisdictional control of the County. This geographic area of coverage also includes any urban growth areas that are contiguous to permitted urbanized areas that are under the jurisdictional control of the County.
- B. BMP means Best Management Practice and may include, but is not limited to, a schedule of activity, prohibition of practice, maintenance procedure, and structural and/or managerial practice that, when used singly or in combination, prevents or reduces the release of pollutants and other adverse impacts to receiving waters.
- C. Board or BOCC means the Board of Yakima County Commissioners, its governing body.
- D. Capital Improvement Project (CIP) is a constructed project facility such as a road improvement or stormwater control facility that is generally of a durable nature.
- E. Chief Executive Officer (CEO) means the designated City official responsible for managing the day-to-day business affairs of City. This is either the City Manager for Council-Manager or Mayor for Mayor-Council city government.
- F. Council means the City Council, governing body of a City.
- G. Ecology means the Washington State Department of Ecology.
- H. Monthly Service Charge means the monthly portion of the annual costs distributed between the Parties and paid to the County to perform tasks identified in this Agreement.
- I. Municipal Separate Storm Sewer System (MS4) means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned or operated by the Parties that is designed or used for collecting or conveying stormwater; which is not a combined sewer; and which is not part of a sanitary sewer.
- J. Operation and Maintenance (O&M) means the regular performance of work and corrective measures taken to repair facilities.
- K. Person means the State of Washington, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- L. Party (ies) means the individual or collective members of this Interlocal Agreement: Yakima County, City of Selah, City of Union Gap, City of Sunnyside.
- M. Public Services Director means the designated County official responsible for managing the RSWG business affairs for Yakima County.

- N. Regional Stormwater Working Group (RSWG) is an organization formed consisting of representatives from the Parties whose main purpose is to review and make recommendations on regional stormwater policies required under the Permit, as well as to assist in dispute resolution between the Parties.
- O. Service Rate is a rate billed to residents and businesses within a Party's jurisdiction to support their stormwater program.
- P. Systems Development Charge is a rate billed to applicants within a Party's jurisdiction proposing construction or development activities to cover the cost of review and approval of the applicant's project to ensure compliance with the Permit.
- Q. Total Maximum Daily Load (TMDL) means a site-specific allocation of water-borne pollutants from all sources to a particular receiving water to comply with the State's surface water quality criteria.
- R. Underground Injection Control (UIC) means a well that is a manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or similar mechanisms, or a dug hole that is deeper than the largest surface dimension (WAC 173-21-030). UIC systems include drywells, pipe or French drains, drain fields, and other similar devices that are used to discharge stormwater directly into the ground.

Section 2. Transfer of Responsibility

A. Purpose. The purpose for this Agreement is for the Cities and County to coordinate and collaborate on certain responsibilities of the Permit as specified in this document. The responsibilities of the Parties are defined in this Section, Section 3, Section 6 and in Section S3 of the Permit.

B. Limitations. The ownership and maintenance of facilities remains the responsibility of the Parties within their respective jurisdictions. The following stormwater program items for each Party, are not covered under this Agreement and are not included in the estimated program costs:

- Stormwater Equipment Funding
- CIP Funding
- Program Funding Mechanism
- Stormwater Program Reserve Funding
- UIC Program requirements of Chapter 173-218 WAC

C. Division of Responsibilities

1. County will administer portions of this Agreement in Sections 3, 5.A.1, and 5.A.2 with the Cities maintaining specific functions, as defined in Section 2B and 3.
2. Each Party is responsible for funding the program activities to support the Permit within their respective jurisdiction, including those activities defined by this Agreement.
3. Each Party will provide those items and activities necessary to run their respective program and maintain compliance in accordance with the Permit schedule, including but not limited to annual reporting requirements, public education and outreach, mapping of the respective

stormwater systems, MS4 O&M, illicit discharge detection and elimination, and effectiveness assessment.

4. During the term of this Agreement, Parties will operate and maintain all stormwater facilities at the level specified in the Permit and in order to retain Permit compliance.

Section 3. Representation with the EWSG

A. Participation in this agreement means that the Parties also acknowledge the existence and purpose of the Eastern Washington Stormwater Group (EWSG). The EWSG is an ad hoc, voluntary group of municipal stormwater permittees formed to share knowledge and collaborate in the implementation of the Permit in Eastern Washington and consult with Ecology on Eastern Washington needs and requirements. Since 2007, the County has taken the lead role in representing the RSWG members by attending regular EWSG meetings and disseminating information back and forth between the two groups.

B. Participation in this agreement means that the Parties agree that the County will continue in its lead role of representing the RSWG at the EWSG. Cities can choose to directly participate in the EWSG at any time by notifying the County and the Chair of the EWSG in writing and in advance of any regular meeting. The County will withdraw representation of any City in any future EWSG meeting or vote upon written notification.

Section 4. Additional Party Responsibilities

- A. In order for the Parties to fulfill the requirements of the Permit, it is anticipated that the County will occasionally require access to the Cities' MS4 and vice versa. Cities will allow the County access at any reasonable time upon reasonable notice to facilitate permit compliance within the City and the City Area of Geographic Responsibility. Likewise, the County will allow the Cities access at any reasonable time upon reasonable notice to facilitate permit compliance.
- B. The Parties will participate in the RSWG on a voluntary basis to coordinate the regional stormwater quality effort. The RSWG shall meet as desired by the Parties, to discuss status of permit compliance and address any issues related to compliance with the Permit or this interlocal agreement.
- C. UIC Program. Where UICs are a part of the public MS4, the Parties will manage them and report their activities in accordance with the Underground Injection Control (UIC) program as described in Chapter 173-218 WAC.
- D. Parties will perform operation and maintenance or CIP within their area of geographic responsibility when permit activities indicate a permit violation.
- E. Parties may use existing and future equipment sharing agreements when possible to keep stormwater O&M costs down.

Section 5. Determination of Costs; Operating Procedures and Rules Relating to Expenses

A. Determination of Costs and Division of Expenses

1. Unless otherwise identified, the expenses incurred by the County to complete RSWG and ESWG tasks to fulfill this agreement will be distributed on the following percentage basis, as agreed to by the Parties and based on relative numbers of households in each community:
 - Yakima County - 51%
 - City of Selah - 13%
 - City of Union Gap - 11%
 - City of Sunnyside - 25%
2. Upon request, some tasks identified in this agreement will be billed on a case by case basis to a specific City or Cities, such as: construction plan review, post-construction plan review, illicit discharge investigation, and specific training events outside the scope of this agreement. These activities must be requested in writing by the City, acknowledged by the County, and will be billed at actual County wages with fringe benefits and overhead.
3. The distribution of costs will remain fixed for the duration of this agreement, per Section 5.A.1 above. In the event one or more of the Parties withdraws from this Agreement, the Parties shall update said Section.
4. The County will bill for its services monthly for actual wages and benefits expenditure basis plus overhead.
5. In the event a Party withdraws from or is for any reason removed from this Agreement, then that Party shall be financially responsible for the actual percentage of that Party's total annual costs that have been expended or obligated under the Agreement on that Party's behalf as of the date of withdrawal or removal. A Party's unpaid obligations or overpayments under this subsection shall be fully compensated to the appropriate Party within forty five (45) days of the withdrawal or removal. The County's financial records for this Agreement shall be relied upon for determinations required under this subsection.

B. Operating Procedures Relating to Expenses

1. The County shall establish separate accounting codes for the purpose of tracking all expenses and service charges pursuant to the Agreement.
2. The Parties may at any reasonable time upon reasonable notice inspect and audit the books and records of the County with respect to matters within the purview of the Agreement.
3. The Cities shall pay the monthly service charge to the County no later than the 15th day of each month.
4. Payments from Cities to the County overdue by sixty (60) days will be considered late.
5. Interest may accrue on late monthly payments to the County as specified in Section 5.B.4 of this Agreement at a rate of 1.25 times the monthly Local Government

Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.

- C. The Cities and the County will be billed separately by Ecology for their perspective stormwater permit fees at the standard Ecology Stormwater Permit rate for that municipality or jurisdiction. Each Party will be responsible for the payment of their own Ecology Stormwater Permit fee according to the requirements stipulated in the Permit.

Section 6. Administrative and Operating Provisions

- A. Insurance. Each Party is responsible for securing and keeping in full force and effect for the term of this agreement, at its own expense, comprehensive general liability insurance; or if self-insuring shall maintain insurance sufficient to indemnify and defend the injured party against claims for personal injury or death and property damage arising out of the actions of the responsible party, its contractors, employees and agents determined to be responsible for the injury. The Parties shall be responsible only for losses attributable to the sole negligence or intentional conduct of their agency, its elected or appointed officers, officials, employees, agents, contractors or sub-contractors. Each party that performs activities pursuant to this agreement shall maintain worker's compensation insurance, as required by state and federal statute, for its employees engaged in work on the Premises. If such work is contracted, County shall require that all contractors provide worker's compensation insurance for all their employees engaged in work on the Premises. If any class of employees engaged in work on the Premises is not covered under workers' compensation insurance, the contracting party shall cause each contractor to maintain liability insurance for limits of at least \$2,000,000 General Liability for each incident, or \$5,000,000 General Aggregate per incident, for injuries caused by accident or negligence.
- B. Indemnification. The parties hereby indemnify and holds harmless each other and those with legal right to enter upon the premises and will defend against any and all demands, claims, suits, risks, liabilities and obligations of any nature and any and all costs or expenses of any nature including, but not limited to, all losses, damages, judgments and reasonable attorney's fees arising from injury to or death of any and all persons and/or all property damage of any kind, whether tangible or intangible, including loss of use, in connection with or related to the construction or excavation performed under this agreement, except only those losses resulting solely from the negligence or willful misconduct of the responsible party, its employees or tenants or guests and agents. Each party's obligation hereunder is without prejudice to the other's rights to assert all defenses they may have against any claimant and the right to seek contribution from any other person or entity which may be responsible for all or any portion of the alleged claim. The Party receiving notice of a claim shall notify each of the other parties to the agreement of any claim as to which that party has the obligation to indemnify the other parties under this Agreement and each Party shall, at its sole cost and expense, defend the other parties against such claim. The defending party's defense shall include, but not be limited to, appearing and defending against any lawsuit and paying any amounts required to be paid pursuant to any judgment or settlement. Each party hereby further indemnifies and holds the other parties and its agents and guests, tenants and visitors from and against any and all demands, claims, suits, risks, liabilities, and obligations of any nature and any and all costs or expenses of any nature, including but not limited to, all losses, damages, judgments and attorney's fees arising from any breach or default in the performance of any obligation to be performed by that party or any assignee of the responsible party under the terms of this

Agreement. Notwithstanding the above, if a court determines that this Agreement is subject to the terms of RCW 4.24.115, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of any of the parties and its agents and subcontractors, its commissioners, officers, employees or agents, that party's liability under this Paragraph shall be limited to the extent of the responsible party's negligence and that of its agents, employees, contractors, and assignees, including their proportional share of costs, reasonable attorney's fees, and expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage.

- C. Notice of Violation or Fine. All Parties acknowledge that they may receive notices of violations or fines from state or federal agencies for violations of state or federal rules imposed under the Permit. All Parties acknowledge that this agreement implies no shared responsibility for these violations and fines unless otherwise specifically noted by the state or federal agency. The County shall invite the responsible jurisdictions to participate in any discussions with state and federal agencies regarding notices of violation or fines involving jurisdictions actions or responsibility. All Parties acknowledge that they are singularly responsible for complying with all notices of violations and the payment of any fines involving their jurisdiction as a result of these notices or the failure to respond in a timely manner to the notices from a state or federal agencies. If more than one Party is responsible, each responsible City's responsibility for payment will be allocated based on the degree of responsibility and degree of fault of each responsible City. Disputes over the amount a Party is responsible for shall be resolved by the dispute resolution process set out in Section 7 of this Agreement.
- D. Delegation. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of any City participating in this Agreement, nor as a delegation or limitation of the statutory powers of County. This Agreement shall not limit any right or remedy available to Cities or County against third parties arising from illegal acts of such third parties.

Section 7, Dispute Resolution; Remedies

- A. In the event of a dispute between the Parties regarding their respective rights and obligations pursuant to this Agreement, the disputing Parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the Parties shall be as follows:
1. Step 1. Upon failure of those individuals designated by each Party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's CEO and the County Public Services Director, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representative. If not resolved in thirty (30) days, this issue may be taken to Step 2.
 2. Step 2. Upon failure of the City's CEO and the County Public Services Director to negotiate on its behalf to reach an agreement or resolve a dispute as provided in Step 1, the nature of the dispute shall be put in writing and submitted to the respective officials of the RSWG, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved

at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representatives. If not resolved in thirty (30) days, this issue may be taken to Step 3.

3. Step 3. In the event a dispute cannot be resolved at Step 2, the Parties shall submit the matter to mediation. The Parties shall attempt to agree on a mediator. In the event they cannot agree, the Parties shall request a list of five (5) mediators for the American Arbitration Association, or such other entity or firm providing mediation services to which the Parties may further agree. Unless the disputing Parties can mutually agree to one mediator from the list provided, each Party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the disputing Parties, who shall each bear their own costs thereof. If the issue is resolved at this step, a written determination of such resolution shall be signed by both Parties. Resolution of an issue at this step requires concurrence by both Parties.
3. Step 4. If any dispute is not settled in Step 3, either Party may request binding arbitration. The Parties shall agree, within ten (10) days of the completion of Step 3, on an arbitrator who shall be an attorney licensed to practice law in Washington (or a retired attorney) or a retired Washington judge, to resolve the dispute. If they are unable to agree on an arbitrator within ten (10) days, then each Party shall appoint an arbitrator. The two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either Party may apply to the presiding judge of the judicial district of Yakima County to appoint the required arbitrator. The arbitrator(s) shall proceed according to the Washington statutes governing arbitration, and the award of the arbitrator(s) shall have the effect therein provided. The arbitration shall take place in Yakima County. Costs of a single or any third arbitrator shall be shared equally by the Parties. Each Party shall pay their own arbitrator. The arbitrators may allow discovery, as provided by Washington law and may grant any remedy or relief which the arbitrator(s) deem just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance of any obligation created under the agreement, any interim or provisional relief that is necessary to protect the rights or property of the Parties, or imposition of sanctions for abuse or frustrations of the arbitration process.

- B. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes.

Section 8. Attorney Fees

In the event any Party shall institute arbitration as set forth in this Agreement (or any other dispute resolution proceeding) against any other Party to this Agreement, in any way arising out of, connected with or relating to this Agreement, the prevailing Party in that arbitration (or any other dispute resolution proceeding) shall be entitled to recover, in addition to all other appropriate relief, the prevailing Party's costs and reasonable attorney fees incurred in that arbitration (or any other dispute resolution proceeding), said amount to be set by the arbitrator (or courts) before which the matter is tried, heard or decided.

Section 9. Modifications or Amendments

No amendment, change or modification to this Agreement shall be valid, unless in writing and adopted and signed by all the Parties hereto.

Section 10. Final Agreement/Merger

This Agreement contains the final and entire agreement between the Parties and is entered into with the understanding that all prior discussions, representations and agreements are merged into this Intergovernmental Agreement.

Section 11. Duration

This Agreement is effective until the permit expiration date of July 31, 2029. Amendment and/or extension of this ILA for the next Permit cycle shall occur no later than six (6) months before current permit expiration date, or January 31, 2029.

Section 12. Termination

Parties may terminate their obligations under this Agreement for the reasons listed below. The Permit requires that permittees notify Ecology of any/all amendment or termination actions.

- A. If a Party materially defaults in the terms of this Agreement and such default continues for a period of more than thirty (30) days after written notice from the Public Services Director to the defaulting Party specifying the nature of the default. If the default cannot reasonably be cured within thirty (30) days, such default shall be a material breach if the breaching Party fails within thirty (30) days of written notice to commence and pursue curative action with reasonable diligence. One Party's termination by default does not constitute termination of the Agreement by the remaining Parties. This Agreement will be modified to define financial obligation of the remaining Parties.
- B. If the provisions of this Agreement become impracticable due to a change in the law or other changed circumstances, which did not exist at the time of the signing of this Agreement.
- C. Any Party may withdraw from the Agreement upon thirty (30) days written notice to the other Parties. Withdrawal of one Party does not constitute termination of the Agreement by the remaining Parties. In the event of a Party's withdrawal this Agreement will be modified to define the financial obligations of the remaining Parties.

Section 13. Language; Headings

Where the context so requires the singular shall be deemed to include the plural, the plural the singular, and the masculine, feminine or neutral to mean the other. The paragraph captions shall not be used to construe or interpret this Agreement.

Section 14. Drafting; Construction

Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any Party.

Section 15. Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

Section 16. Effective Date / Counterparts

This Agreement may be signed in counterparts, with each Party hereto receiving copies of all participating Party's fully executed signature pages. This Agreement shall become effective when executed by all Parties hereto.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Councils and Board of County Commissioners.

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOARD OF COUNTY COMMISSIONERS

Amanda McKinney, Chair

Kyle Curtis, Commissioner

LaDon Linde, Commissioner

DATED:

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF SELAH



Roger Bell, Mayor

Date: 7-9-2024

Attest: Rocky Wallace



Public Works Director

CITY OF UNION GAP

Sharon Bounds, City Manager

Date _____

Attest: Jason Cavanaugh

Director of Public Works & Community
Development

CITY OF SUNNYSIDE

Robert Layman, City Manager

Date _____

Attest: Raul Sanchez

Public Works Director



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 07/09/2024

Agenda Number: 13A

Action Item

Title: Resolution Establishing, for Non-Union Employees, New Rules Regarding: (1) Tuition Assistance; (2) Educational Incentive Pay; (3) Longevity Incentive Pay; and (4) Vacation Accruals

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Unknown and too difficult to pinpoint.

Funding Source: N/A

Background/Findings/Facts: Earlier in 2024, the City Council approved three new Collective Bargaining Agreements (CBAs) for the City's union employees. Those new CBAs modified several things, including but not limited to increasing certain fringe benefits. City management believes that similar increases should be granted to the City's non-union employees.

City management desires to eventually implement a fully-revised employee handbook, as a replacement for any and all prior versions. Current and former City staff have invested considerable time toward drafted a fully-revised employee handbook, but that drafting work is expected to continue for additional months for multiple reasons – including the general complexity of the issues and a recent turnover of the City's human resources personnel.

Rather than waiting until the fully-revised employee handbook is ready for implementation, City management desires to implement new rules on certain fringe benefits immediately – with such new rules going into effect on August 1, 2024. This will enable the non-union employees to begin accruing and utilizing the increased fringe benefits without any further delay. (State law allows new CBAs to have a retroactive effective date, and the three new CBAs were given a retroactive effective date of January 1, 2024. However, state law does not allow retroactivity with regard to non-union employees. Thus, City management does not want to delay implementing the new fringe benefit rules until the fully-revised employee handbook is ready for implementation.)

The attached proposed Resolution begins by tracing the somewhat disjointed and circuitous history of the City's employee handbooks and fringe benefit policies. This is done in hopes of making it clear, and comprehensive, which preexisting policies are being replaced.

The proposed Resolution advances new rules with regard to four (4) fringe benefits, specifically:

- (1) Tuition Assistance (which will be fully negated);
- (2) Educational incentive pay (which will be adjusted upward and otherwise modified);
- (3) Longevity incentive pay (which will be adjusted upward and otherwise modified); and
- (4) Vacation accruals (which will be adjusted upward and otherwise modified).

Tuition Assistance. Historically, the City has had a tuition assistance/reimbursement program for its non-union employees. Section 1 of the proposed Resolution recites the specifics of such historical program. It was seldom utilized. City management proposes to fully eliminate the program for non-union employees, as set forth in Section 2 of the proposed Resolution.

The new CBAs do not include any tuition reimbursement program for union employees. The prior CBAs mentioned “reimbursement of employee tuition expense”, but the topic was not fully explained and as written it did not allow any issuance of educational incentive pay to a union employee until after he/she repaid any tuition assistance that he/she received from the City.

Educational Incentive Pay. Historically, the City has had an educational incentive pay program for its full-time non-union employees. Section 3 of the proposed Resolution recites the specifics of such historical program. The available amounts were quite small, specifically \$25.00 per month for an employee with an AA-level degree, \$50.00 per month for an employee with a BA-level degree, and \$75.00 per month for an employee with a MA-level degree or higher. This program was also seldom utilized, in part because only degrees during an employee’s employment with the City qualified under the program; degrees held when an employee commenced employment with the City did not qualify under the program. It is rare that a full-time employee will earn a degree while working a full-time schedule.

City management proposes to eliminate the historical program and to replace it with a new program, as set forth in Section 4 of the proposed Resolution. The specifics of the new program for non-union employees would align with the specifics of the educational incentive pay program that is included within the three new CBAs for union employees. The most significant specifics would be (1) that the employee does not have to earn the degree during his/her employment with the City, (2) that the available amounts increase (from small per-month dollar amounts) to certain percentages of gross pay, and (3) that certain high-ranking employees will be excluded from the program. By way of comparison, the chart from the historical-and-to-be-negated program and the chart for the new-to-be-implemented program are as follows:

The Old Chart, from the to-be-negated program:

Education Advancement	Additional Compensation per month
AA Degree	\$25.00
BA Degree	\$50.00
MA Degree	\$75.00

The New Chart, from the to-be-implemented program (which has the same levels as the new CBAs, though the new CBAs utilize a “per month” metric):

Education Attainment:	Additional Compensation:
AA Degree(s):	2% of gross base pay during the two-week pay period
BA or BS Degree(s):	4% of gross base pay during the two-week pay period

MA, MS or higher Degree(s): 6% of gross base pay during the two-week pay period

The following high-ranking non-union employees would be excluded from any eligibility for educational incentive pay:

- City Administrator;
- City Attorney;
- Assistant City Attorney;
- Finance Director (a/k/a presently Clerk/Treasurer, but such alternate title will soon be negated);
- Public Works Director;
- Fire Chief;
- Deputy Fire Chief;
- Police Chief;
- Deputy Police Chief; and
- Police Lieutenant.

Such positions will be excluded because they are among the highest-compensated City employment positions and the City expects occupants/applicants for such positions to hold higher education degrees. To offset such positions not being eligible for educational incentive pay, the occupant of each excluded position may be granted up to forty (40) additional hours of paid vacation per calendar year over-and-above the otherwise applicable maximum amount, may rollover from year to year up to sixty (60) additional hours of paid vacation over-and-above the otherwise applicable maximum amount, and may cash-out upon termination of employment up to sixty (60) additional hours of paid vacation over-and-above the otherwise applicable maximum amount. In this regard, the new vacation policy (set forth within Section 7 of the proposed Resolution) will include both a Standard Accrual Chart vis-à-vis vacation accruals for positions that are not excluded from educational incentive pay, and an Alternate Accrual Chart vis-à-vis vacation accruals for positions that are excluded from educational incentive pay.

Longevity Pay. Historically, the City has had longevity pay program for its full-time non-union employees. Section 4 of the proposed Resolution recites the specifics of such historical program. Many employees have received payment under the historical program.

A longevity incentive pay program existed under the prior CBAs, and a revised program is included in the new CBAs. City management proposes to implement an equivalent revised program for non-union employees. By way of comparison, the chart from the historical-and-to-be-negated program and the chart for the new-to-be-implemented program are as follows:

The Old Chart, from the to-be-negated program:

Length of Service	Incentive Pay
0 to 60 months of service	0
61 to 120 months of service	2% of gross annual salary
Over 120 months of service	5% of gross annual salary

The New Chart, from the to-be-implemented program (which has the same levels as the new CBAs, while clarifying that it is calculated on pay “from Nov – Oct”):

Duration of Continuous City Employment:	Longevity Pay:
0 to 60 months of service	Zero

61 to 120 months of service	3% of gross cumulative base pay from Nov - Oct
121 to 180 months of service	5% of gross cumulative base pay from Nov - Oct
181 to 240 months of service	6% of gross cumulative base pay from Nov - Oct
241 or more months of service	8% of gross cumulative base pay from Nov - Oct

Thus, the number of levels/steps for longevity pay would change (from 3 to 5) and the applicable percentage at each qualifying step will be adjusted upward.

Vacation Accruals. The current vacation accrual chart, which City management proposes to negate and replace, is set forth within Section 6 of the proposed Resolution. It provides as follows for full-time non-union employees:

Years of Employment	Vacation Hours Earned
0-7 years	80 hours/2 weeks
8-10 years	120 hours/3 weeks
10+ years	144 hours/3 weeks + 3 days
15+ years	160 hours/4 weeks

City management proposes implementing two new charts for full-time non-union employees, with the Standard Accrual Chart applying vis-à-vis employees who are eligible for educational incentive pay and the Alternate Accrual Chart applying vis-à-vis those specific employees who would be excluded from the City’s new educational incentive pay program. Specifically, those two charts are set forth within Section 7 of the proposed Resolution, and they would provide as follows for full-time non-union employees:

Standard Accrual Chart for Full-Time Employees

<u>Total Years of City Employment:</u>	<u>Vacation Hours Accrued:</u>
0 to 60 months of service	4.0 hrs. per two-week pay period (96/yr.)
61 to 120 months of service	5.5 hrs. per two-week pay period (132/yr.)
121 to 180 months of service	6.5 hrs. per two-week pay period (156/yr.)
181 to 240 months of service	7.5 hrs. per two-week pay period (180/yr.)
241 or more months of service	8.5 hrs. per two-week pay period (204/yr.)

Alternate Accrual Chart
for the “Excluded Positions” from Educ. Incentive Pay

<u>Total Years of City Employment:</u>	<u>Vacation Hours Accrued:</u>
0 to 60 months of service	5.67 hrs. per two-week pay period (136.08/yr.)
61 to 120 months of service	7.17 hrs. per two-week pay period (172.08/yr.)
121 to 180 months of service	8.17 hrs. per two-week pay period (196.08/yr.)
181 to 240 months of service	9.17 hrs. per two-week pay period (220.08/yr.)
241 or more months of service	10.17 hrs. per two-week pay period (244.08/yr.)

Thus, the number of levels/steps for vacation accruals would change (from 4 to 5) and the applicable number of hours accrued at each qualifying step will also be adjusted upwards. As shown, the two proposed new charts would recite vacation accruals in terms of a number of hours accrued per two-week pay period. This is because City uses a two-week pay period, and, thus, it seems simpler/clearer to recite the amounts of time according to a two-week pay period metric rather than according to a monthly metric. This change in metric makes it somewhat more difficult to compare the old chart and the two proposed new charts, but the two proposed new charts also set forth the equivalent number of hours per year within parentheses in order to aid the comparative analysis.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. 3134

RESOLUTION ESTABLISHING, FOR NON-UNION EMPLOYEES, NEW RULES REGARDING: (1) TUITION ASSISTANCE; (2) EDUCATIONAL INCENTIVE PAY; (3) LONGEVITY INCENTIVE PAY; AND (4) VACATION ACCRUALS

WHEREAS, the City is presently operating under the 31-page “City of Selah Personnel Rules and Regulations” dated January 1, 2011, with regard to many topics and issues for employment of its workforce – and particularly with regard to non-union employees; and

WHEREAS, such 31-page document is referred to within the instant Resolution as the “2011 Employee Handbook” for ease of reference; and

WHEREAS, upon review of the City’s records, it appears that the 2011 Employee Handbook was not approved or adopted by (the then-existing incarnation of) the City Council via a formal Resolution or Ordinance; however, it is possible that the 2011 Employee Handbook may have been approved by (the then-existing incarnation of) the City Council via a simple motion, and it is also possible the 2011 Employee Handbook may have been implemented by (former) City management without having been submitted to the City Council for consideration or action; and

WHEREAS, certain components of the 2011 Employee Handbook have a financial impact, including the following four components: (1) a Tuition Assistance Program set forth within section 6.5; (2) an educational incentive pay chart and explanatory language also set forth with section 6.5; (3) a longevity incentive pay chart and explanatory language set forth within section 6.6; and (4) a vacation accrual chart and explanatory language set forth within section 7.2; and

WHEREAS, consistently since 2011, current and former City non-union employees have received and utilized reimbursements, payments and accruals under and stemming from those four components of the 2011 Employee Handbook; the expected corresponding financial impacts have been included within the City’s annual budgets since 2011; and the City Council (via its successive incarnations) has approved each annual budget, has approved each budget adjustment, and also has approved each presentation of claims and payroll since 2011 – and those items/actions encompass all reimbursements, payments and accruals that non-union employees have received and utilized under and stemming from the 2011 Employee Handbook; and

WHEREAS, on or about December 12, 2000, the longevity incentive pay chart and its explanatory paragraphs – which later became included within the 2011 Employee Handbook – were approved by (the then-existing incarnation of) the City Council when it adopted Resolution No. 1353; and

WHEREAS, on July 13, 1993, an earlier document (also) labeled “City of Selah Personnel Rules and Regulations” – which measures 30 pages and is similar, but not identical, to the 31-page 2011 Employee Handbook – was approved by (the then-existing incarnation of) the City Council via a formal ordinance, specifically Ordinance No. 1090; and

WHEREAS, such 30-page document is referred to within the instant Resolution as the “1993 Employee Handbook” for ease of reference; and

WHEREAS, certain components of the 1993 Employee Handbook have financial impacts, including the following three components: (1) a Tuition Assistance Program set forth within section 6.5; (2) an educational incentive pay chart and explanatory language also set forth within section 6.5; and (3) a vacation accrual chart and explanatory language set forth within section 7.2 (and, by contrast, the 1993 Employee Handbook does not contain any longevity pay chart or explanatory language, because such items apparently did not come into existence until 2000 as previously stated above); and

WHEREAS, upon review of the City's records, it appears that neither the 1993 Employee Handbook nor Ordinance No. 1090 has been (prior to the current date) formally amended or repealed via a subsequent ordinance or action despite – as previously stated above – the 2011 Employee Handbook becoming the document that the City has operated under since 2011; and

WHEREAS, current City management desires to eventually implement a fully-revised employee handbook, as a replacement for any and all prior versions; current and former City staff have invested considerable time toward drafting a fully-revised employee handbook; and such drafting work is expected to continue for additional months for multiple reasons, including the general complexity of the issues and a recent turnover of the City's payroll and human resources personnel; and

WHEREAS, current City management desires to implement new rules for non-union employees, without waiting until a fully-revised employee handbook is ready for implementation, with regard to:

- (1) Tuition Assistance (which will be fully negated);
- (2) Educational incentive pay (which will be adjusted upward and otherwise modified);
- (3) Longevity incentive pay (which will be adjusted upward and otherwise modified);
and
- (4) Vacation accruals (which will be adjusted upward and otherwise modified);

and;

WHEREAS, the current City Council finds that good cause exists for immediately implementing new rules vis-à-vis non-union employees on such four (4) topics, without further delay;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON as follows:

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Section 1. Termination of Tuition Assistance Program(s). All preexisting Tuition Assistance Program(s), including the program set forth within section 6.5 of the 2011 Employee Handbook via the following language:

6.5 TUITION PAYMENT

(a) . . .

The City will reimburse any eligible employee for tuition cost incurred when attending job-related and accredited courses approved in advance. The employee must first utilize monies under other education subsidy programs utilizing State, Federal, or Private funds. Tuition repayment will be made upon presenting evidence of satisfactory completion to the City. Satisfactory completion means a final grade of C (2.0) or better. Thereupon, reimbursement will be made within the next pay period.

(b) Any employee who utilized the Tuition Assistance Program cannot receive education incentive pay until the amount of assistance paid by the City has been repaid to the City at the rate of the degree earned. Upon completion of payment for the assistance received, the employee will then be eligible for degree monthly payments as appropriate to the degree earned.

The City will pay tuition costs for employees' job-related approved courses, unless tuition funds are available under other subsidized plans, such as L.E.A.P. The Department Directors will have the authority to identify courses as job-related. When employees are required to attend training sessions, they will be reimbursed for food, lodging, and transportation expenses in accordance with Sections 4.5 and 4.6. Tuition or seminar costs for required training sessions will be paid in advance by the City if notification has been provided to the Clerk/Treasurer's office within a reasonable time prior to the class.

; and also including the program set forth within section 6.5 of the 1993 Employee Handbook via the (quite similar, but not identical) following language:

6.5 TUITION PAYMENT.

. . .

The City will reimburse any eligible employee for tuition cost incurred when attending job related and accredited courses approved in advance. The employee must first utilize monies under other education subsidy programs utilizing State, Federal, or Private funds. Tuition repayment will be made upon presenting evidence of satisfactory completion to the City. Satisfactory completion means a final grade of C/2.0 or better. Thereupon, reimbursement will be made within the next pay period.

Section 2. Termination of Preexisting Educational Incentive Pay Chart(s) and Explanatory Language. All preexisting educational incentive pay chart(s) and explanatory language, including the chart and explanatory language set forth within section 6.5 of the 2011 Employee Handbook via the following language:

6.5 TUITION PAYMENT

- (a) Any regular full-time employee shall be eligible and receive educational incentive pay for college degrees earned while in service as an employee with the City in fields related to job function or classification.

AA Degree - \$25.00 per month
BA Degree - \$50.00 per month
Masters Degree - \$75.00 per month

; and also including the chart and explanatory language set forth within section 6.5 of the 1993 Employee Handbook via the (quite similar, but not identical) following language:

6.5 TUITION PAYMENT.

Any regular full time employee shall be eligible and receive educational incentive pay for college degrees earned while in service as an employee with the City in fields related to job function or classification.

AA Degree - \$25.00 per month
BA Degree - \$50.00 per month
Masters Degree - \$75.00 per month

; and/or otherwise previously existing, is and are, each and all, hereby fully and immediately terminated for non-union employees, and are superseded and replaced by the chart and explanatory language set forth below in Section 3 of the instant Resolution; provided however, that any current or former non-union employee who has previously received monies under or stemming from the preexisting (and now hereby terminated) educational incentive pay chart(s) and explanatory language shall not be and is not required to disgorge or refund the same to the City.¹

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¹ Combined, Section 1 and Section 2 of the instant Resolution have the net effect of fully and immediately terminating the totality of section 6.5 of the 2011 Employee Handbook and also the totality of section 6.5 of the 1993 Employee Handbook.

Section 3. New Educational Incentive Pay Chart and Explanatory Language. The following new educational incentive pay chart and explanatory language is adopted for non-union employees:

EDUCATIONAL INCENTIVE PAY:

The City recognizes the benefits of hiring and retaining employees who hold higher education degrees that are related to job function.

This policy applies to n full-time non-union employees; provided however, that if a written personal contract and/or a written hiring document that was issued to an employee before this policy became effective establishes different rules for a specific employee, that contract and/or document will be followed for that employee. A similar, but perhaps not identical policy, may be established for union employees via Collective Bargaining Agreement(s).

Payment Chart. Except for the excluded positions and non-eligible positions identified below, each regular full-time non-union employee who holds one or more qualifying higher education degree(s) may be paid educational incentive pay so long as no payment exceeds the corresponding percentage set forth on the following chart (and, for clarity, “two-week pay period” denotes that the City issues payroll paychecks/direct deposits on a twice-per-month basis):

<u>Education Attainment:</u>	<u>Additional Compensation:</u>
AA Degree(s):	2% of gross base pay during the two-week pay period
BA or BS Degree(s):	4% of gross base pay during the two-week pay period
MA, MS or higher Degree(s):	6% of gross base pay during the two-week pay period

Definition of “Gross Base Pay During the Two-Week Pay Period”. “Gross base pay during the two-week pay period” for an exempt employee is the cumulative gross salary amount actually earned by the employee during the two-week pay period (or any portion of it) including any usage of paid vacation, but it does not include any other item(s) such as longevity pay, a vehicle allowance, or the value of fringe benefits. “Gross base pay during the two-week pay period” for a non-exempt employee is the cumulative straight-time gross wages actually earned by the employee during the two-week pay period (or any portion of it) including any usage of paid vacation, but it does not include any other item(s) such as overtime pay, comp time, longevity pay, a vehicle allowance, or the value of fringe benefits.

Only One Allotment. Under no circumstances may more than one (1) allotment of educational incentive pay be simultaneously paid to any employee. An employee may only receive payment for the highest educational level attained rather than for all levels attained. Two explanatory examples are set forth below:

Example One: an eligible employee holds an AA degree and also a BS degree. He/she may only receive a single educational incentive pay

allotment of 4% for the Bachelor's degree (without also receiving an additional 2% for the AA degree). If his/her base pay is \$3,500 gross for the two-week pay period, he/she may receive \$140 gross as educational incentive pay for that two-week pay period.

Example Two: an eligible employee holds an AA degree, two BA degrees, and also an MA degree. He/she may only receive a single educational incentive allotment of 6% for the MA degree (without also receiving an additional 2% for the AA degree and/or an additional 4% for either or both BS degree(s)). If his/her monthly base pay is \$3,500 gross for the two-week pay period, he/she may receive \$210 gross as educational incentive pay for that two-week pay period.

Which Degrees Qualify? If a degree is revoked or vacated by the issuing institution, such degree may no longer be used as a basis for educational incentive pay.

Preexisting Degrees. Each AA, BA, BS, MS or higher degree held by an existing employee (who is eligible for educational incentive pay under this policy) as of August 1, 2024, is recognized as a qualifying degree for purposes of this policy.

Future Degrees. A degree earned by an existing employee (who is eligible for educational incentive pay under this policy) after August 1, 2024, and/or a degree possessed by a future employee (who is eligible for educational incentive pay under this policy) who begins employment with the City after August 1, 2024, will qualify under this policy only if:

- the degree is issued by an institution that at the time of issuance was accredited by an institutional accreditor recognized by the U.S. Department of Education, unless the Mayor, City Administrator, or the delegatee(s) of either, if any, choose in his/her/their exclusive and unlimited discretion to recognize an employee's degree(s) from an institution that is accredited by a different accreditor of generally equal status – such as one accredited under foreign law – in writing when the employee is hired or when he/she earns the degree(s); and
- the Mayor, City Administrator, or the delegatee(s) of either, if any, assess in his/her/their exclusive and unlimited discretion that the degree is sufficiently related to the employee's job function.

The decisions by the Mayor, City Administrator, and/or the delegatee(s) of either, if any, with regard to future degrees shall not be subject to contradiction or change at a later date by the same or a future Mayor, City Administrator, or the delegatee(s) of either, if any. No current or future employee shall have any legal or equitable basis under or stemming from this policy for challenging or appealing the assessment of the Mayor, City Administrator, or the delegatee(s) of either, if any, with regard to such assessment; however, unlawful discrimination and unlawful retaliation shall not occur.

Issuance & Deductions/Withholdings. Educational incentive pay is issued on a twice-per-month basis concurrently with issuance of payroll paychecks/direct deposits. The gross amount of educational incentive pay is subject to all applicable deductions and withholdings (just like an employee's base salary or base wages are).

What Happens When...?

When an Exempt Employee's Rate of Base Pay Changes During a Two-Week Pay Period – Mandatory Delay Until Start of Month. If an exempt employee's rate of base pay changes for any reason – including but not limited to the employee being granted a mid-year pay raise, successfully completing an applicable probationary period, and/or due to an anniversary date or transition to a higher step or rank – any educational incentive pay for the exempt employee shall continue being calculated based on his/her prior rate of base pay for the remainder of the existing calendar month and shall not be calculated on his/her new rate of base pay until the commencement of the forthcoming next calendar month. Two explanatory examples are set forth below:

Example One: an eligible exempt employee holds a BS degree, had an original base rate of pay of \$3,500 gross per two-week period pay, and thus had been receiving \$140 gross as educational pay per two-week pay period. His/her rate of base pay is then increased to \$4,000 gross per two-week pay period and such change takes effect on February 7th. His/her educational incentive pay (of 4% for the BS degree) will continue being calculated on his/her original base rate of pay through the remainder of February (and thus will remain at \$140 gross per two-week pay period through February), and it may then be calculated on his/her new base rate of pay on March 1st (and thus may increase to \$160 gross per two-week pay period from March 1st onward).

Example Two: an eligible exempt employee holds a BS degree, had an original base rate of pay of \$3,500 gross per two-week pay period, and thus had been receiving \$140 gross as educational pay per two-week pay period. His/her rate of base pay is then decreased to \$3,000 gross per two-week pay period and such change takes effect on February 7th. His/her educational incentive pay (of 4% for the BS degree) will continue being calculated on his/her original base rate of pay through the remainder of February (and thus will remain at \$140 gross per two-week pay period through February), and it will then be calculated on his/her new base rate of pay on March 1st (and thus will decrease to \$120 gross per two-week pay period from March 1st onward).

When a Non-Exempt Employee's Base Rate of Pay Changes during a Two-Week Pay Period – Immediate Effect. In contrast to the mandatory delayed effect of a change for an exempt employee (as established in the preceding paragraph and two explanatory examples), there is not a mandatory delayed effect of the change when an eligible non-exempt employee's base rate of pay changes during a two-week pay period. This is because the non-exempt employee's educational pay is calculated on his/her cumulative wages earned during the two-week pay period, and it does not matter whether he/she earned wages at one base rate for a portion of the two-week period and then at a different rate for the remainder of the two-week pay period – what matters is the cumulative total wages earned during the two-week pay period. Whatever straight-time wages he/she earned are simply multiplied by the applicable educational pay percentage, if educational incentive pay has been authorized for the employee.

When an Exempt or Non-Exempt Employee Earns a Qualifying Degree During a Two-Week Pay Period – Mandatory Delay Until Start of Month. If an eligible exempt employee or an eligible non-exempt employee earns a qualifying degree during his/her employment, a corresponding adjustment to educational incentive pay shall not occur until commencement of the calendar month following the month in which the degree was earned. An explanatory example is set forth below:

Example: an eligible employee holds a BS degree, had an original base rate of pay of \$3,500 gross per two-week pay period, and thus had been receiving \$140 gross as educational pay per two-week pay period. He/she then earns a MS degree on February 7th. His/her educational incentive pay will remain the same for remainder of February (and thus will remain at \$140 gross per two-week pay period through February), and it may be calculated at his/her new MS-level of attainment on March 1st (and thus may increase to \$210 gross per two-week pay period from March 1st onward).

When an Exempt Employee's Employment is Terminated – Proration for any Partially-Completed Two-Week Pay Period. If an eligible exempt employee's employment is terminated during a two-week payroll period rather than at the conclusion of a two-week payroll period, any issuance of educational incentive pay for the final partially-completed payroll period shall be prorated accordingly. An explanatory example is set forth below:

Example: an eligible exempt employee had been receiving \$260 gross of educational incentive pay per two-week pay period. However, his/her employment is terminated effective at the conclusion of February 7th, when there was still eight days remaining in the two-week payroll period of February 1-15. Thus, any final issuance of educational incentive pay will be prorated as

follows: 7 days out of a 15-day period is 46.67%; and 46.67% of \$260 gross equals a prorated final issuance of educational incentive pay of \$121.34 gross for the partially-completed final payroll period. No educational incentive pay may be issued for the payroll period of February 16-28 or any later period.

When a Non-Exempt Employee's Employment is Terminated. In contrast to applying a proration for a partially-completed two-week payroll period when an eligible exempt employee's employment is terminated during a two-week payroll period (as established in the preceding paragraph and one example), no proration is necessary or applicable when an eligible non-exempt employee's employment is terminated during a two-week payroll period. This is because the non-exempt employee's educational pay is calculated on his/her cumulative wages earned during the two-week pay period, and it does not matter whether he/she earned wages for the totality of the two-week pay period or only for a portion of it – what matters is the cumulative total wages earned during the two-week pay period. Whatever straight-time wages he/she earned are simply multiplied by the applicable educational pay percentage, if educational incentive pay has been authorized for the employee.

When an Exempt or Non-Exempt Employee Cashes-Out Vacation – Educational Incentive Pay Does Not Apply. If an exempt employee's employment or a non-exempt employee's employment is terminated and he/she has a balance of accrued-but-unused vacation time, he/she is entitled to a cash-out payment for such time (according to the City's vacation policy). However, even if the employee has a qualifying degree and has been regularly receiving corresponding educational incentive pay, the cash-out of the employee's vacation time shall not include any value, additional time or additional percentage in the form of educational incentive pay. Rather, educational incentive pay shall cease on the last day of the employee's employment. Educational incentive pay does not apply to any post-employment payments or cash-outs to a (former) employee.

No Retroactive Payments. No retroactive payments of educational incentive pay shall occur under or stemming from this policy.

Excluded Positions. The following positions, despite being regular full-time non-union employee positions, are excluded from any eligibility for educational incentive pay irrespective of whether any occupant of such a position does or does not have any higher education degree(s) (unless a written personal contract and/or a written hiring document that was issued to an employee before this policy became effective establishes a rule for the occupant of one of these positions, and if so, that contract and/or document will be followed for that employee):

- City Administrator;

- City Attorney;
- Assistant City Attorney;
- Finance Director (a/k/a presently Clerk/Treasurer, but such alternate title will soon be negated);
- Public Works Director;
- Fire Chief;
- Deputy Fire Chief;
- Police Chief;
- Deputy Police Chief; and
- Police Lieutenant.

Rationale for Excluding Certain Positions. The above-listed positions are excluded from educational incentive pay eligibility because such positions are among the highest-compensated City employment positions and the City expects occupants/applicants for such positions to hold higher education degrees. Similar or additional positions may also be added to the exclusion list in the future by the Mayor, City Administrator, or the delegatee(s) of either, if any; and if any position(s) are added to the exclusion list, the occupant(s) of such position(s) may then be provided with offsetting vacation accruals and utilizations not exceeding the amounts specified in this policy.

Offsetting Vacation for Excluded Positions. As offsets for being excluded from educational incentive pay, the occupant of each excluded position may be granted the following:

- (a) accrual of up to forty (40) additional hours of paid vacation per calendar year (which equates to, as a rounded figure, 1.67 additional hours per two-week pay period) over-and-above the otherwise applicable maximum that would apply for the employee per the City's vacation policy (see and compare the Standard Accrual Chart and the Alternate Accrual Chart within the vacation policy);
- (b) rollover of up to sixty (60) addition hours of accrued-and-unused vacation hours at yearend over-and-above the otherwise applicable maximum that would apply per the City's vacation policy; and/or
- (c) cash-out of up to sixty (60) additional hours of accrued-and-unused vacation upon termination of employment over-and-above the otherwise applicable maximum that would apply per the City's vacation policy.

Non-Eligible Positions. Temporary employees, seasonal employees, probationary employees (unless the employee previously completed a probationary period and is

only now in probationary status due to taking a new position), part-time employees, the municipal judge, paid interns and/or sports referees are not eligible for educational incentive pay. The “non-eligible positions” differ from the “excluded positions” for purposes of this policy in that the excluded positions may be granted offsetting vacation accruals and utilizations as set forth within this policy, whereas the non-eligible positions may not be granted such nor anything else due to falling fully outside the scope of this policy.

Deviation from Policy. In no circumstance shall any employee be issued a payment under or stemming from this policy that exceeds what he/she is allowed to receive according to the terms of this policy (nor shall any excluded employee receive or utilize vacation accrual(s) under or stemming from this policy in excess of what he/she is allowed to receive according to the terms of this policy). However, the Mayor, City Administrator, or the delegatee(s) of either, if any, may deviate from this policy in a downward or lessening manner – such as by decreasing, suspending and/or eliminating future educational incentive payment(s) and/or future offsetting vacation accrual(s) under this policy – when he/she/they assess in his/her/their exclusive and unlimited discretion that such a deviation is necessary or appropriate for any reason including but not limited to due to an employee’s poor performance and/or inconsistent punctuality or attendance, discipline of an employee and/or general budget considerations. Such assessment shall not be subject to contradiction or change at a later date by the same or a future Mayor, City Administrator, or the delegatee(s) of either, if any, with regard to the past; however, it may be undone with regard to the future. No current or future employee shall have any legal or equitable basis under or stemming from this policy for challenging or appealing the assessment of the Mayor, City Administrator, or the delegatee(s) of either; however, unlawful discrimination and unlawful retaliation shall not occur.

City Reserves Right to Amend or Terminate this Policy. No employee shall or will have any contractual, property and/or enforceable expectation interest, right or entitlement under or due to this policy with regard to any future educational incentive pay, future payment(s) of educational incentive pay, and/or future accrual(s) or utilization(s) of offsetting vacation. The City Council reserves the right to amend or terminate this policy at any time and in any regard.

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Section 4. Termination of Preexisting Longevity Incentive Pay Chart(s) and Explanatory Language. All preexisting longevity incentive pay chart(s) and explanatory statements, including the chart and explanatory language set forth within section 6.6 of the 2011 Employee Handbook via the following language:

6.6 LONGEVITY INCENTIVE PAY

Each regular part time and regular full time employee of the City of Selah shall be eligible to receive longevity pay, based on the schedule below as a separate check with their mid-December payroll, less standard deductions. Once a regular part time or regular full time employee has become eligible for longevity pay, they shall continue to be eligible so long as they remain either a regular full time or regular part time employee. In order to receive the longevity incentive pay an employee must be on the payroll of the City as of December 15 for the year longevity incentive pay is calculated. There will be no proration for employees who leave the City's employment prior to the December 15th cutoff date. Notwithstanding any statements to the contrary above, the Mayor, in his or her sole discretion may deny longevity incentive pay to an employee who has used excessive paid leave during the year of the claimed longevity incentive pay.

By way of example and not by limitation, the following example illustrates a situation where the Mayor would be justified in denying longevity incentive pay:

Employee is eligible to receive longevity pay. Employee commits conduct which would be grounds for termination by the City. Prior to official termination by the City, the employee, with a note from a doctor, takes sick leave. The employee remains on sick leave until December 15 of that year. The Mayor may deny longevity incentive pay.

Length of Service	Incentive Pay
0 to 60 months of service	0
61 to 120 months of service	2% of gross annual salary
Over 120 months of service	5% of gross annual salary

; and/or otherwise previously existing, is and are, each and all, hereby fully and immediately terminated for non-union employees, and are superseded and replaced by the chart and explanatory language set forth below in Section 5 of the instant Resolution; provided however, that any current or former non-union employee who has previously received monies under or stemming from the preexisting (and now hereby terminated) longevity incentive pay chart(s) and/or explanatory language shall not be and is not required to disgorge or refund the same to the City.

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Section 5. New Longevity Incentive Pay Chart and Explanatory Language. The following new longevity incentive pay chart and explanatory language is adopted for non-union employees:

LONGEVITY INCENTIVE PAY:

The City recognizes the benefits of low employee turnover and continued durations of employment. Longevity incentive pay (a/k/a simply “longevity pay”) is an enticement for employees to remain continuously employed by the City.

This policy applies to full-time non-union employees and part-time non-union employees; provided however, that if a written personal contract and/or a written hiring document that was issued to an employee before this policy became effective establishes different rules for a specific employee, that contract and/or document will be followed for that employee. A similar, but perhaps not identical policy, may be established for union employees via Collective Bargaining Agreement(s).

Longevity incentive pay is not available to temporary employees, seasonal employees, probationary employees (unless the employee previously completed a probationary period and is only now in probationary status due to taking a new position), the municipal judge, paid interns and/or sports referees.

Payment Chart. An eligible employee may be paid longevity incentive pay so long as no payment exceeds the corresponding percentage set forth on the following chart:

<u>Duration of Continuous City Employment as of Oct 31st:</u>	<u>Longevity Pay:</u>
0 to 60 months of service	Zero
61 to 120 months of service	3% of cumulative gross base pay from Nov - Oct
121 to 180 months of service	5% of cumulative gross base pay from Nov - Oct
181 to 240 months of service	6% of cumulative gross base pay from Nov - Oct
241 or more months of service	8% of cumulative gross base pay from Nov - Oct

Definition of “Cumulative Gross Base Pay from Nov – Oct”. “Cumulative gross base pay from Nov - Oct” for an exempt employee is the cumulative total of gross salary payments (including any payments for usage of vacation) actually paid to the employee inclusively between November 1st of the preceding year and October 31st of the year of issuance of longevity, but it does not include any other item(s) such as educational incentive pay, a vehicle allowance, or the value of fringe benefits. “Cumulative gross base pay from Nov - Oct” for a non-exempt employee is the cumulative total of gross straight-time wages (including any payments for usage of vacation) actually paid to the employee inclusively between November 1st of the preceding year and October 31st of the year of issuance of longevity pay, but it does not include any other item(s) such as overtime pay, comp time, educational incentive pay, a vehicle allowance, or the value of fringe benefits.

Only One Allotment. Under no circumstances may more than one (1) allotment of longevity incentive pay be simultaneously paid to any employee. An employee

may only receive payment for the longest duration of continuous employment attained rather than for all levels attained.

Issuance & Deductions/Withholdings. Longevity incentive pay will be issued once per year during the month of November. The gross amount of longevity incentive pay is subject to all applicable deductions and withholdings (just like an employee's base salary or base wages are).

No Retroactive Payments, No Prorations, and No Cash-Outs. No retroactive payments and/or prorated payments of longevity incentive pay shall occur under or stemming from this policy. If an employee's employment is terminated prior to the date that a longevity incentive pay payment has been issued to him/her for the year in which the termination occurs, such (former) employee may not be issued a longevity incentive pay payment nor any prorated portion of a longevity incentive pay payment. In no circumstance shall any employee be provided any cash-out payment for longevity pay that has not yet been issued.

No Front-Loading. No current or future employee may receive any issuance of longevity incentive pay under or stemming from this policy in an amount that exceeds what he/she would otherwise be eligible to receive under the payment chart. No employee may receive or be credited with a front-loaded duration under this policy, which means, for example, that a newly-hired employee cannot be recognized as supposedly already having 60 months of continuous service at the City due to his/her preceding 60+ months of employment by a different municipality (however, if a written personal contract and/or a written hiring document that was issued to an employee prior to this policy taking effect establishes any degree of front-loading, the terms of that contract and/or hiring document will be followed for that employee).

Termination of Employment followed by Re-Employment. If an employee's employment is terminated, remains terminated for longer than 90 consecutive days and is then later reestablished, the employee shall be recognized as having zero months of continuous employment and he/she shall not be eligible to receive longevity incentive pay until he/she completes a new continuous duration of 61 months of employment. By contrast, if the employee's employment is reestablished within 89 days of the date of the preceding termination of employment, he/she shall be recognized as having an uninterrupted continuous duration of employment that relates back to his/her duration of continuous employment that existed as of the date that the preceding termination occurred (but not including, obviously, the amount of time that the termination was in effect).

Deviation from Policy. In no circumstance shall any employee be issued a payment under or stemming from this policy that exceeds what he/she is allowed to receive according to the terms of this policy. However, the Mayor, City Administrator, or the delegatee(s) of either, if any, may deviate from this policy in a downward or lessening manner – such as by decreasing, suspending and/or eliminating future

Section 6. Termination of Preexisting Vacation Accrual Chart(s) and Explanatory Language. All preexisting vacation accrual chart(s) and explanatory statements, including the chart and explanatory language set forth within section 7.2 of the 2011 Employee Handbook via the following language:

7.2 VACATION

(a) Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
0-7 years	80 hours/2 weeks
8-10 years	120 hours/3 weeks
10+ years	144 hours/3 weeks + 3 days
15+ years	160 hours/4 weeks

- (b) An employee's vacation shall vest as of completion of their probationary period. Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits.
- (c) Each department director is responsible for scheduling his/her employees' vacations without undue disruption of department operations. Leave requests shall be submitted at least two (2) weeks prior to taking vacation leave.
- (d) Vacation hours may be accrued; however, employees may not carry more than 240 hours at year-end. Employees will be paid for unused vacation time up to 240 hours, upon termination of employment.

; and also including the chart and explanatory language set forth within section 7.2 of the 1993 Employee Handbook via the (somewhat similar) following language:

7.2 VACATION.

(a) Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
0-1 years	40 hours/1 week
2-7 years	80 hours/2 weeks
8-10 years	120 hours/3 weeks
10+ years	144 hours/3 weeks + 3 days

(b) An employee's vacation shall vest as of the completion of their probationary period. Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits.

Section 7. New Vacation Accrual Chart and Explanatory Language. The following new vacation accrual chart and explanatory language is adopted for non-union employees:

VACATION:

The City provides paid vacation to most of its employees, as an employer-provided fringe benefit.

This policy applies to full-time non-union employees and part-time non-union employees; provided however, that if a written personal contract and/or a written hiring document that was issued to an employee before this policy became effective establishes different rules for a specific employee, that contract and/or document will be followed for that employee. A similar, but perhaps not identical policy, may be established for union employees via Collective Bargaining Agreement(s).

Temporary employees, seasonal employees, the municipal judge and sports referees do not accrue any vacation. Probationary employees accrue vacation at the same rates as non-probationary employees, but probationary employees may not begin using/taking vacation until after they successfully complete their respective probationary periods (unless a written personal contract and/or a written hiring document that was issued to the employee upon/preceding his/her hiring establishes a different rule for a specific employee, or unless the employee previously completed a probationary period and is only now in probationary status due to taking a new position).

Accrual Charts for Full-Time Employees. An eligible full-time non-union employee may be granted vacation accruals irrespective of the number of hours he/she actually works during a two-week pay period so long as no accrual exceeds the corresponding amount set forth on the following applicable chart (and, for clarity, some figures within the charts have been rounded and "two-week pay period" denotes that the City issues payroll paychecks/direct deposits on a twice-per-month basis):

Standard Accrual Chart for Full-Time Non-Union Employees

Total Months of City Employment: Vacation Hours Accrued:

0 to 60 months of service	4.0 hrs. per two-week pay period (96.0/yr.)
61 to 120 months of service	5.5 hrs. per two-week pay period (132.0/yr.)
121 to 180 months of service	6.5 hrs. per two-week pay period (156.0/yr.)
181 to 240 months of service	7.5 hrs. per two-week pay period (180.0/yr.)
241 or more months of service	8.5 hrs. per two-week pay period (204.0/yr.)

Accrual Chart for Career Firefighters

Total Months of City Employment: Vacation Hours Accrued:

0 to 60 months of service	5.5 hrs. per two-week pay period (132.0/yr.)
61 to 120 months of service	7.0 hrs. per two-week pay period (168.0/yr.)
121 to 180 months of service	8.0 hrs. per two-week pay period (192.0/yr.)
181 to 240 months of service	9.0 hrs. per two-week pay period (216.0/yr.)
241 or more months of service	10.0 hrs. per two-week pay period (240.0/yr.)

Alternate Accrual Chart

for the "Excluded Positions" from Educ. Incentive Pay

Total Months of City Employment: Vacation Hours Accrued:

0 to 60 months of service	5.67 hrs. per two-week pay period (136.08/yr.)
61 to 120 months of service	7.17 hrs. per two-week pay period (172.08/yr.)
121 to 180 months of service	8.17 hrs. per two-week pay period (196.08/yr.)
181 to 240 months of service	9.17 hrs. per two-week pay period (220.08/yr.)
241 or more months of service	10.17 hrs. per two-week pay period (244.08/yr.)

Accrual by Eligible Part-Time Employees. An eligible non-union part-time employee will be eligible to accrue vacation under this policy only during each two-week payroll period in which he/she actually works (as distinguished from being paid for, such as by using vacation or other leave) at least thirty-five (35) cumulative hours. In such circumstance, an eligible part-time employee may be granted vacation accruals so long as no accrual exceeds the pro-rata total of the amount set forth on the Standard Accrual Chart at the employee's total months as a City employee, which shall be calculated by comparing the total number of hours that the employee actually worked during the two-week pay period versus the amount of eighty (80) hours which is recognized for purposes of this policy as working full-time during a two-week pay period.

No Accrual During Leaves of Absence or When Using Vacation Immediately Prior to Retiring/Resigning. No employee may accrue any vacation time while he/she is away from work on a leave without pay basis. No employee may accrue any additional vacation time when he/she uses previously-accrued-and-used vacation time after having communicated his/her intent to resign or retire and not return to work following such usage of vacation time; for example, if an employee announces his/her intent to retire and then chooses to use vacation time for his/her final ten days of employment, he/she shall not accrue any additional vacation time during those ten days – he/she would only accrue additional vacation time during those ten days if he/she subsequently returns to work for at least five (5) days after the vacation ends. Five (5) days is the minimum amount of time that the employee must return to work in order to accrue additional vacation time during the days when he/she used previously-accrued-and-unused vacation time at/near the end of his/her employment.

Accrual While on a Standard Vacation. An employee may accrue additional vacation during the time that he/she uses previously-accrued-and-unused vacation time without having communicated any intent to resign or retire; for example, when an employee is away on a standard weeklong vacation, he/she will accrue new vacation during that week – and in this regard "standard" means that the employee has not communicated any intent to resign or retire.

When Used, it Includes Educational Pay. When an employee uses accrued vacation time, his/her vacation pay (on a gross basis) will include his/her then-applicable base rate of pay and also educational incentive pay, if any. However, his/her vacation pay will not include any overtime, comp time, or any other additive

percentage or item. Nor will it include any longevity pay, because longevity pay is issued once-per-year in a lump sum and no prorating applies.

When Cashed-Out, it Does Not Include Educational Pay. By contrast, when an employee cashes-out vacation time, the cash-out does not include any educational incentive pay or value – which is further explained later in this policy.

Scheduling – Ten Days Advance Notice to Supervisor. Absent emergency circumstance or approval by the Mayor, City Administrator, or the delegatee(s) of either, if any, a non-union employee desiring to use vacation on any specified day(s) must provide at least ten (10) working days advance notice to his/her immediate supervisor and then be granted approval to use vacation on the specified day(s).

Approval Shall Not be Unreasonably Withheld. Approval for an employee to take vacation when he/she desires shall not be unreasonably withheld by the Mayor, City Administrator, or their delegatee(s), if any. However, there will be instances when certain employees will be required to be present for work and not on vacation, such as the finance director being available during City Council meetings in November and/or December when work on the next year's annual budget will occur.

Annual Rollover Limit. The maximum number of accrued-and-unused vacation hours that an employee may rollover from one calendar year to the next is two-hundred forty (240) hours; provided however, that occupants the “excluded positions” from educational incentive pay may rollover sixty (60) additional hours over-and-above such otherwise applicable limit. Any accrued-and-unused vacation time held by an employee in excess of the applicable annual rollover limit shall be permanently forfeited by the employee without any cash-out (whether as a direct payment to the employee or as a deposit into the employee's VEBA account) and without any other compensation/offset to the employee.

Cash-Out Upon Termination. An employee who has a balance of accrued-but-unused vacation time as of the date that his/her employment is terminated shall be entitled to a cash-out for such time. A cash-out will occur irrespective of the reason for termination and irrespective of whether the employee was fired or chose to resign. The employee shall have the option of receiving a direct payment for the net value, of having the net value deposited into his/her VEBA account, or of having the net value apportioned between a direct payment to the employee and a deposit into his/her VEBA account.

Limit for Cash-Out (and/or for Deposit into VEBA). The maximum number of accrued-and-unused vacation hours that an employee may cash-out (for direct payment to the employee and/or for deposit into the employee's VEBA account) upon termination of employment is two-hundred forty (240) hours; provided however, that occupants the “excluded positions”

from educational incentive pay may cash-out (for direct payment to the employee and/or for deposit into the employee's VEBA account) sixty (60) additional hours over-and-above the otherwise applicable limit. Any accrued-and-used vacation time held by an employee in excess of the applicable cash-out limit shall be permanently forfeited by the employee without any cash-out (either directly to the employee and/or as a deposit into the employee's VEBA account) and without any other compensation/offset to the employee.

Calculation. Cashed-out vacation time shall be valued only as regular straight-time base pay, and, thus, shall not include educational incentive pay nor any future issuance of longevity incentive pay. The gross value of each cash-out shall be calculated based on the employee's base rate of pay as of the date of the cash-out, rather than based on the date(s) when the to-be-cashed-out vacation time was accrued. For a non-exempt employee, the hours (or portions thereof) to-be-cashed-out vacation time are multiplied by the employee's then-applicable base hourly rate of pay. For an exempt employee, the employee's then-applicable monthly salary amount is multiplied by twelve, the product is divided by 2,080 hours (as an annual figure), and the resultant figure is recognized as the employee's equivalent hourly rate of pay; then, the hours (or portions thereof) of to-be-cashed-out vacation time are multiplied by the employee's equivalent hourly rate of pay.

Deductions/Withholdings. A cash-out (or such portion of it) that results in a direct payment to the employee is subject to all applicable deductions and withholdings (just like the employee's base salary or base wages are). By contrast, a cash-out (or such portion of it) that results in a contribution into the employee's VEBA account shall not be subject to deductions or withholdings (just like how the employee's other contributions into his/her VEBA account occur on a pre-tax basis) unless a court order and/or applicable law otherwise directs.

Restriction on Front-Loading. When hiring a new employee, the Mayor, City Administrator, or the delegatee(s) of either, if any, may frontload the employee with no greater than forty (40) accrued vacation hours and may also allow such employee to be using/taking vacation prior to him/her successfully completing his/her probationary period. Otherwise, no further or different frontloading of vacation time shall occur.

Termination of Employment followed by Re-Employment. If an employee's employment is terminated and is then later reestablished, the employee may be given credit for all time that he/she was previously a City employee because vacation accruals under this policy are based on the total months that an employee has worked for the City – and not, by contrast, based on an uninterrupted continuous duration of employment, which is what longevity pay is based upon.

Deviation from Policy. In no circumstance shall any employee be granted an accrual under or stemming from this policy that exceeds what he/she is allowed to receive according to the terms of this policy. However, the Mayor, City Administrator, or the delegatee(s) of either, if any, may deviate from this policy in a downward or lessening manner – such as by decreasing, suspending and/or eliminating future accruals – when he/she/they assess in his/her/their exclusive and unlimited discretion that such a deviation is necessary or appropriate for any reason including but not limited to due to an employee’s poor performance and/or inconsistent punctuality or attendance, discipline of an employee and/or general budget considerations. Such assessment shall not be subject to contradiction or change at a later date by the same or a future Mayor, City Administrator, or the delegatee(s) of either, if any, with regard to the past; however, it may be undone with regard to the future. No current or future employee shall have any legal or equitable basis under or stemming from this policy for challenging or appealing the assessment of the Mayor, City Administrator, or the delegatee(s) of either, if any; however, unlawful discrimination and unlawful retaliation shall not occur.

City Reserves Right to Amend or Terminate this Policy. No employee shall or will have any contractual, property and/or enforceable expectation interest, right or entitlement under or due to this policy with regard to any future vacation accrual(s). The City Council reserves the right to amend or terminate this policy at any time and in any regard.

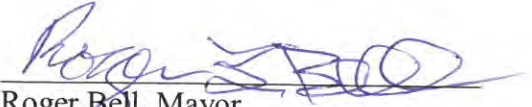
Section 8. Inclusion in Eventual New Employee Handbook. The new rules established by the instant Resolution may be included within a forthcoming fully-revised employee handbook, without necessity of a new or subsequent approval from the City Council.

Section 9. Correction of Typos. The City Attorney is authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when including the new rules established by the instant Resolution within a forthcoming fully-revised employee handbook and/or when City staff otherwise disseminates the new rules.

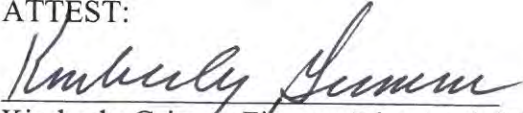
Section 10. Effective Date. The new rules established by the instant Resolution shall become effective at 12:01 a.m., Thursday, August 1, 2024.

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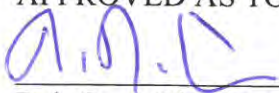
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 9th day of July, 2024.


Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:


Rob Case, City Attorney

RESOLUTION NO. 1353

RESOLUTION REVISING THE CITY OF SELAH'S EMPLOYEE RULES AND REGULATIONS CLARIFYING ELIGIBILITY FOR LONGEVITY INCENTIVE PAY AND REVOKING SECTION 6.6 OF THE SELAH PERSONNEL RULES AND REGULATIONS, ENTITLED LONGEVITY INCENTIVE PAY

WHEREAS, the City of Selah recognizes the need to clarify language in its Personnel Rules & Regulations in regard to eligibility of employees for longevity incentive pay;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that Section 6.6 of the Selah Personnel Rules & Regulations be revoked and replaced with the following:

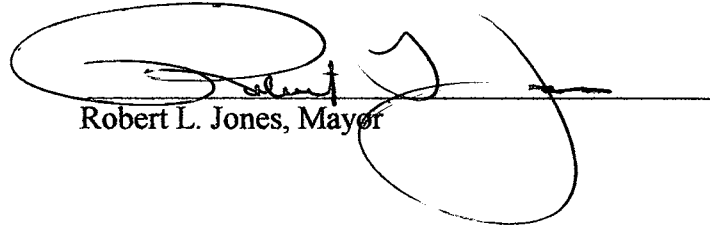
Each regular part time and regular full time employee of the City of Selah shall be eligible to receive longevity pay, based on the schedule below as a separate check with their mid-December payroll, less standard deductions. Once a regular part time or regular full time employee has become eligible for longevity pay, they shall continue to be eligible so long as they remain either a regular full time or regular part time employee. In order to receive the longevity incentive pay an employee must be on the payroll of the City as of December 15 for the year longevity incentive pay is claimed. There will be no proration for employees who leave the City's employment prior to the December 15th cutoff date. Notwithstanding any statements to the contrary above, the Mayor, in his or her sole discretion may deny longevity incentive pay to an employee who has used excessive paid leave during the year of the claimed longevity incentive pay.

By way of example and not by limitation, the following example illustrates a situation where the Mayor would be justified in denying longevity incentive pay:

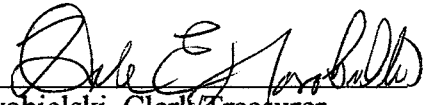
Employee is eligible to receive longevity pay. Employee commits conduct which would be grounds for termination by the City. Prior to official termination by the City, the employee, with a note from a doctor, takes sick leave. The employee remains on sick leave until December 15 of that year. The Mayor may deny longevity incentive pay.

Length of Service:	Incentive Pay:
0 to 60 months of continual service	0
61 to 120 months of continual service	2% of gross annual salary
Over 120 months of continual service	5% of gross annual salary

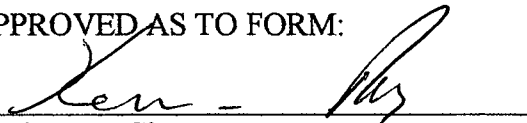
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 12th day of December, 2000.


Robert L. Jones, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Kevin Roy, City Attorney

RESOLUTION NO. 1353



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024

Agenda Number: 13B

Action Item

Item: Resolution Authorizing the Mayor to Offer a Contractual Amendment to the City Attorney and, if the City Attorney Accepts Such Offer, Further Authorizing the Mayor to Sign and Enter into the Amendment on Behalf of the City

From: Rich Huebner, City Administrator

Staff Recommendation: Approve the Resolution in the form presented.

Board/Commission Recommendation: N/A

Fiscal Impact: No immediate financial impact, and potentially never any financial impact. A financial impact would only occur if the City chooses to terminate the City Attorney's employment on a without cause basis, which is also the only circumstance in which a severance-payment financial impact would occur under the preexisting contractual language. And, as explained below, the potential financial impact would – if the contractual amendment occurs – be strictly capped at \$100,000, whereas under the preexisting contractual language it is not capped in a dollar sense.

Funding Source: 001, General Fund.

Background/Findings/Facts: During the regular meeting on June 11, 2024, the City Council affirmatively voted – via an oral motion – to authorize City management to negotiate with the City Attorney regarding a potential amendment to the City Attorney's "Employment Contract". Some councilmembers expressed a desire to negate the contractual necessity of holding a vote each June vis-à-vis the City Attorney's financial severance. Other councilmembers indicated that they might desire other changes to the contract, without specifying what those other changes might be.

A proposed Resolution is attached to the instant AIS. If approved, that Resolution will authorize the Mayor to extend an offer to the City Attorney vis-à-vis amending the Employment Contract, and, if the City Attorney accepts such offer, the Resolution will also authorize the Mayor to sign and enter into the amendment on behalf of the City. A similar offer-capable-of-acceptance process was used recently when the City amended the "Employment Contract" of the then-Chief of Police Daniel Christman.

Substantively, the amendment would – if implemented – have the effect of dispensing with the annual vote requirement. The period of financial severance coverage would extend to all future years, without any future votes during June as to whether or not to allow the period of coverage to extend to a then-under-consideration future year.

As an offsetting compromise, the amendment would impose a strict dollar cap as to the amount of financial severance. At present, no strict dollar cap exists. At present, the financial severance amount for a without cause termination during 2025 or thereafter is the equivalent of six (6) months of the then-applicable salary. The amendment would establish that the amount of the financial severance would be the lessor of six (6) months of the then-applicable annual salary or the amount of \$100,000.

This contractual amendment will make things simpler and more fixed, by making the period of coverage unlimited while capping the dollar amount the City would have to pay.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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RESOLUTION NO. 3135

RESOLUTION AUTHORIZING THE MAYOR TO OFFER A CONTRACTUAL AMENDMENT TO THE CITY ATTORNEY AND, IF THE CITY ATTORNEY ACCEPTS SUCH OFFER, FURTHER AUTHORIZING THE MAYOR TO SIGN AND ENTER INTO THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, during February or March of 2021, the City entered into a twelve-page Employment Contract ("Contract") with D. R. (Rob) Case ("City Attorney" and/or "Employee"), with the employment relation under such Contract commencing on April 1, 2021; and

WHEREAS, such Contract remains in force and effect as of the present date and it has not been previously amended; and

WHEREAS, the City Council desires to authorize the Mayor to offer a contractual amendment to the City Attorney that will remove the annual vote during June of each year as to whether the period of financial severance coverage, if the City Attorney's employment is terminated by the City on a without cause basis, will or will not roll forward to a future year and, also, that will cap the amount of financial severance that would be owed irrespective of the year that the City Attorney's employment might be terminated by the City on a without cause basis; and

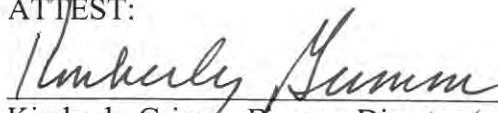
WHEREAS, a six-page Amendment to Employment Contract ("Amendment") has been prepared by City staff, and the terms thereof accurately reflect the specific contractual amendments that the City Council desires to authorize the Mayor to offer to the City Attorney; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (1) that the Mayor be and is authorized to offer a contractual amendment to the City Attorney as set forth in the six-page Amendment appended hereto, and (2) that, if the City Attorney accepts such offer, the Mayor be and is authorized to sign and enter into the Amendment on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of July, 2024.

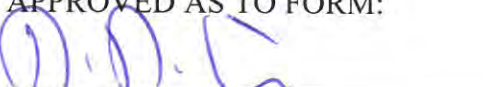
ATTEST:



Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)


Roger Bell, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney

AMENDMENT TO EMPLOYMENT CONTRACT

Background:

During February or March of 2021, the City of Selah (“City”) and D. R. (Rob) Case (“City Attorney” and/or “Employee”) signed and entered into a written twelve-page Employment Contract (“Contract”), and the employment relation under such Contract commenced on April 1, 2021. Such Contract established an open-ended term, without any specific or contemplated end date. Such Contract remains in force and effect as of the present date and it has not been previously amended.

The parties now desire to amend to the Contract in limited regards. Specifically: (1) to eliminate the annual vote during June of each year as to whether financial severance coverage, if the City terminates the City Attorney’s employment on a without cause basis, will or will not roll forward to a future year; and (2) to cap the amount of financial severance that would be owed irrespective of the year that the City Attorney’s employment might be terminated by the City on a without cause basis.

Accordingly, the parties are now signing and entering into this written six-page Amendment to Employment Contract (“Amendment”).

Preexisting Language:

At present (and prior to the instant Amendment taking effect), paragraph 6.1 of the Contract, which paragraph has the heading label “Termination on a ‘Without Cause’ Basis”, and its subparagraphs, read and provide as follows:

- 6.1 Termination on a “Without Cause” Basis. The City may at any time, in its unlimited and continuing discretion, terminate Employee’s employment on a “without cause” basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law).
 - 6.1.1 Severance Payment on Gross Basis. Any severance payment by the City to Employee shall occur on a gross basis, and thus shall be subject to all withholdings and deductions required by law.
 - 6.1.2 Three Months During Initial Four Years. In the event the City effectuates a “without cause” termination earlier than or on December 31, 2024, the City will pay Employee three (3) months of Employee’s then-applicable base salary as severance pay.
 - 6.1.3 Six Months During Fifth Year. In the event the City effectuates a “without cause” termination on or after January 1, 2025 but earlier than or on December 31, 2025, the City will pay Employee six (6) months of Employee’s then-applicable base salary as severance pay.

6.1.4 Subsequent Years Also at Six Months, Absent a Contrary Vote by City Council. Commencing in 2022 and continuing uninterrupted thereafter, the City Council shall annually hold a public vote during June as to whether to negate extended severance coverage for Employee in the amount of six (6) months of Employee's then-applicable base salary for a "without cause" termination that might occur during any calendar year subsequent to 2025. For any such vote to pass, it shall be required that members of the City Council holding a majority (or more) of the then-total positions of the City Council (which, at present, would be at least four of the seven total positions) mutually agree to a written Resolution that by its terms negates extended severance coverage to the year period specified in the Resolution. If any such vote does not pass, then such severance pay shall be automatically extended to and applicable for the next applicable year period as specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 below – without the necessity of any formal written amendment of this Contract. In the event of a tied vote by the City Council, the Mayor may and shall cast the determinative final vote.

6.1.4.1 During June 2022, the City Council shall vote as to whether to negate continued applicability of such severance pay for a "without cause" termination that might be effectuated on or after January 1, 2026 but earlier than or on December 31, 2026.

6.1.4.2 During June 2023, the City Council shall vote as to whether to negate continued applicability of such severance pay for a "without cause" termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2027 if the vote during June 2022 did not pass; or being 2026 if the vote during June 2022 did pass).

6.1.4.3 During June 2024, the City Council shall vote as to whether to negate continued applicability of such severance pay for a "without cause" termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2028 if the votes during June 2022 and June 2023 both did not pass; or being 2027 if one but not both of the votes during June 2022 and June 2023 did pass and the other did not pass; or being 2026 if the votes during June 2022 and June 2023 both did not pass).

6.1.4.4 During June 2025 and for during each June thereafter, the City Council shall vote as to whether to negate continued applicability of such severance pay for a "without cause" termination that

might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being determined consistent with the formula specified in subparagraph 6.1.4.3 above).

6.1.4.5 This Contract shall be deemed automatically amended consistent with and immediately upon each outcome specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 above.

Effect of Preexisting Language:

At present (and prior to the instant Amendment taking effect), the effect of the above-quoted paragraphs from the Contract is as follows: (1) the City Council is required to hold a vote each June as to whether the applicability of financial severance will or will not roll forward to an additional future year; (2) the amount of financial severance that would be owed depends on which year the City Attorney's employment might be terminated by the City on a without cause basis, with the amount being three months of gross salary if the termination occurs during the year of 2024 and the amount being six months of gross salary if the termination occurs during the year of 2025 or a later year; and (3) the amount of financial severance is not capped in an overall dollar sense, but, as previously stated, would be calculated based on a number of months of the City Attorney's then-applicable gross salary.

Prior Votes and Current Status:

The City Council has voted each June following formation of the Contract, and the outcome of each vote has been that the applicability of financial severance has rolled forward to an additional future year following each vote. Coverage currently exist through the year of 2028, and the amount is not capped in a dollar sense.

Contractual Amendment & New Language:

The above-quoted preexisting language is now hereby amended, with some of the preexisting language remaining unchanged and a large portion of it being fully negated and replaced by entirely new language, as shown in the editing marks set forth below for ease of reference:

- 6.1 Termination on a "Without Cause" Basis. The City may at any time, in its unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law).

- 6.1.1 Severance Payment on Gross Basis. Any severance payment by the City to Employee shall occur on a gross basis, and thus shall be subject to all withholdings and deductions required by law.
- 6.1.2 Three Months During Initial Four Years. In the event the City effectuates a “without cause” termination earlier than or on December 31, 2024, the City will pay Employee three (3) months of Employee’s then-applicable base salary as severance pay.
- 6.1.3 Six Months (Capped at \$100,000) During Fifth Year or Later. In the event the City effectuates as “without cause” termination during 2025 or thereafter, the City will pay Employee, as severance pay, the lessor of six (6) months of the Employee’s then-applicable base salary or the amount of one hundred thousand dollars (\$100,000.00).
- ~~6.1.3 Six Months During Fifth Year. In the event the City effectuates a “without cause” termination on or after January 1, 2025 but earlier than or on December 31, 2025, the City will pay Employee six (6) months of Employee’s then applicable base salary as severance pay.~~
- ~~6.1.4 Subsequent Years Also at Six Months, Absent a Contrary Vote by City Council. Commencing in 2022 and continuing uninterruptedly thereafter, the City Council shall annually hold a public vote during June as to whether to negate extended severance coverage for Employee in the amount of six (6) months of Employee’s then applicable base salary for a “without cause” termination that might occur during any calendar year subsequent to 2025. For any such vote to pass, it shall be required that members of the City Council holding a majority (or more) of the then-total positions of the City Council (which, at present, would be at least four of the seven total positions) mutually agree to a written Resolution that by its terms negates extended severance coverage to the year period specified in the Resolution. If any such vote does not pass, then such severance pay shall be automatically extended to and applicable for the next applicable year period as specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 below—without the necessity of any formal written amendment of this Contract. In the event of a tied vote by the City Council, the Mayor may and shall cast the determinative final vote.~~
- ~~6.1.4.1 During June 2022, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1, 2026 but earlier than or on December 31, 2026.~~
- ~~6.1.4.2 During June 2023, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after~~

January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2027 if the vote during June 2022 did not pass; or being 2026 if the vote during June 2022 did pass).

~~6.1.4.3 During June 2024, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2028 if the votes during June 2022 and June 2023 both did not pass; or being 2027 if one but not both of the votes during June 2022 and June 2023 did pass and the other did not pass; or being 2026 if the votes during June 2022 and June 2023 both did not pass).~~

~~6.1.4.4 During June 2025 and for during each June thereafter, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being determined consistent with the formula specified in subparagraph 6.1.4.3 above).~~

~~6.1.4.5 This Contract shall be deemed automatically amended consistent with and immediately upon each outcome specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 above.~~

With the editing marks removed and thus in a “clean” presentation, this portion of the Contract will henceforth – following the instant Amendment – read and provide as follows:

6.1 Termination on a “Without Cause” Basis. The City may at any time, in its unlimited and continuing discretion, terminate Employee’s employment on a “without cause” basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law).

6.1.1 Severance Payment on Gross Basis. Any severance payment by the City to Employee shall occur on a gross basis, and thus shall be subject to all withholdings and deductions required by law.

- 6.1.2 Three Months During Initial Four Years. In the event the City effectuates a “without cause” termination earlier than or on December 31, 2024, the City will pay Employee three (3) months of Employee’s then-applicable base salary as severance pay.
- 6.1.3 Six Months (Capped at \$100,000) During Fifth Year or Later. In the event the City effectuates as “without cause” termination during 2025 or thereafter, the City will pay Employee, as severance pay, the lessor of six (6) months of the Employee’s then-applicable base salary or the amount of one hundred thousand dollars (\$100,000.00).

Effect of New Language – What Changes and What Does Not Change:

When the instant Amendment takes effect: (1) nothing will change with regard to the year of 2024; (2) for the year 2025 and thereafter, the amount of financial severance will be the lessor of six months of the Employee’s then-applicable salary or the amount of \$100,000, if the City terminates the City Attorney’s employment on a without cause basis; (3) the City Council will no longer need to vote each June as to whether the financial severance coverage will or will not roll forward to a future year, because coverage will permanently exist for all future years; and (4) nothing will change with regard to a termination on a with cause basis, and no financial severance will be owed if termination of that sort occurs.

Effective Date:

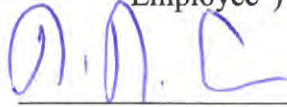
The parties agree that the amendments effectuated by this Amendment shall take effect and be applicable upon the parties’ mutual executions, and shall remain in force and effect indefinitely thereafter.

AGREED TO AND ENTERED INTO BY AND BETWEEN:

CITY OF SELAH (“City”)

D. R. (ROB) CASE (“City Attorney” and/or
“Employee”)

By: 
Roger Bell, Mayor


D. R. (Rob) Case

Dated: 7/11/24

Dated: 07/11/24

EMPLOYMENT CONTRACT

This Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and D. R. (Rob) Case (hereinafter "Employee"), on the date set forth below.

WHEREAS, the City desires to enter into a contractual relationship with Employee for the position of "City Attorney" pursuant to Selah Municipal Code section 1.10.012 and Employee has agreed to serve in this capacity under the terms and conditions of this Contract.

THEREFORE, in consideration of the terms and conditions of this Contract, the City and the Employee agree as follows:

1. Duties and Responsibilities

- 1.1 Title. Commencing on Thursday, April 1, 2021 (or on such later date as the parties mutually agree), the City will employ Employee as its City Attorney and Employee's title shall be "City Attorney".
- 1.2 Duties. Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of City Attorney consistent with the laws of the State of Washington and the ordinances and policies of the City, including but not limited to Selah Municipal Code section 1.10.012 and those duties referenced in RCW 35.23.111. Under the general direction of the Mayor and City Administrator or other designee of the Mayor (with the City Administrator being Employee's general day-to-day supervisor, but with the Mayor's directions superseding any conflicting or inconsistent directions from the City Administrator or other designee of the Mayor), Employee shall provide legal services to and for the City including but not limited to the following services:
 - A. Reviewing and drafting of ordinances, resolutions, policies, requests for proposals, contracts, agreements, termination notices, disciplinary notices and other legal documents.
 - B. Providing advice on legal issues and public policy.
 - C. Representing the City in contested administrative hearings, civil lawsuits and appeals stemming from either, except in situations where different counsel is chosen by the City's insurer(s).
 - D. Attending, and as appropriate participating in, public session council meetings, private session council meetings and periodic department meetings.

- E. Consulting with the City's Mayor, City Council as a body, Council member(s) and City Administrator regarding City affairs, and being generally available via telephone, email and/or in person for such consultations.

As exceptions to Employee's scope of services, Employee shall have no responsibility for providing any legal services with regard to criminal prosecution and/or infraction prosecution, as services on such matters shall be assigned to and completed by a separate City employee or independent contractor.

1.3 Devotion of Time and Effort. Subject to the "moonlighting" provisions specified below (in paragraphs and subparagraphs 8.7, 8.7.1, 8.7.2, 8.7.3, 8.7.4, 8.7.5 and 8.7.6): Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Attorney and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. Employee agrees that so long as he remains employed by the City he will remain in the exclusive employ of the City and he shall not become employed by any other person or entity, provided that Employee may engage in occasional teaching on Employee's own time with advance approval of the Mayor or City Administrator (with the Mayor's decision superseding any conflicting or inconsistent decision by the City Administrator).

1.4 Work Schedule. Subject to the "moonlighting" provisions specified below (in paragraphs 8.7, 8.7.1, 8.7.2, 8.7.3, 8.7.4, 8.7.5, 8.7.6): The typical minimum work week shall be approximately 40 hours typically occurring on Monday through Friday from 8:00 am to 5:00 pm (not including breaks). However, Employee shall also work any additional hours and days that are reasonably required to discharge the duties and responsibilities of the office of City Attorney. On occasions when Employee works more than 40 hours per week or more than 8 hours per day or any hours during Saturday or Sunday or any holiday, Employee shall be allowed to establish a modified work schedule for subsequent hours or days so that his cumulative hours worked during any week will be approximately 40 total hours. In all situations, Employee shall utilize and submit time cards for all hours that Employee actually works even though Employee's position shall be an "exempt" position from state and federal hour-based compensation laws (consistent with paragraph 3.1 below).

2. **At-Will Employment**

Employee shall be employed for an indefinite term. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

3. Compensation

- 3.1 Base Annual Salary. As compensation to Employee for services rendered, upon hire Employee shall be paid a base annual salary of One Hundred and Sixty Thousand Dollars (\$160,000.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. The position of City Attorney is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall receive the same upward annual cost-of-living percentage adjustment that applies to the wages and salaries of the City's other management-level non-represented City employees as determined annually by the City Council, and thus Employee's base annual salary shall be increased effective January 1 of each calendar year by such percentage.
- 3.2 Retirement. Employee's position qualifies him for enrollment in Washington's Public Employees' Retirement System ("PERS"). City shall make all required employer contributions, as required by law.
- 3.3 Moving/Temporary Housing Reimbursement. None.
- 3.4 Expenses. The City agrees to directly pay, or reimburse to Employee, all reasonable and necessary expenses that are incurred for the benefit of the City or related to Employee's provision of services to the City, in accordance with City policy and subject to a requirement of preapproval whenever such expenses exceed Five Hundred Dollars (\$500.00) during any calendar month. This includes but is not limited to mileage fees, lodging fees, postage fees, filing fees, service fees, expert witness fees, books and treatises, internet service fees, software fees and licenses, legal research service fees (Westlaw Edge for Government state plan for Washington, or its equivalent), and malpractice insurance premiums or premiums for other insurance that applies to Employee and Employee's performance.
- 3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City, which includes but is not limited to license fees and dues payable to the Washington State Bar Association, dues payable to the Yakima County Bar Association, and dues payable to the Washington State Association of Municipal Attorneys. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for reasonable membership

fees and dues to enable Employee to become an active member in local civic clubs and organizations.

4. Benefits

- 4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.2 Vacation. Upon hire, Employee shall be allotted eighty (80) hours of accrued vacation. Thereafter, Employee shall accrue vacation on the same terms as other management-level non-represented City employees. Employee may rollover any accrued but unused vacation hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, that a total of two hundred forty hours (240) may be rolled over, but the City reserves the right to potentially change that policy in the future).
- 4.3 Sick Leave. Upon hire, Employee shall be allotted eighty (80) hours of sick leave. Thereafter, Employee shall accrue sick leave on the same terms as other management-level non-represented City employees. Employee may rollover any accrued but unused sick leave hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, that a total of two hundred forty hours (240) may be rolled over, but the City reserves the right to potentially change that policy in the future).
- 4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.5 Life Insurance. None.
- 4.6 City Vehicle. The City shall not be required to provide a City vehicle to Employee. However, in the event Employee uses his own vehicle for travel exceeding fifteen (15) cumulative miles on any day while on City business (but not including ordinary commutes to and from work daily), the City shall reimburse Employee for mileage in accordance with City policy.
- 4.7 Mobile Phone, Laptop and Portable Printer. The City shall provide Employee with a "smart" mobile phone, a laptop and a portable printer for use in accordance with City policy.

4.8 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time to time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Contract.

5. Performance Standards and Evaluation

Employee will be evaluated on his job performance and satisfaction of established goals and objectives after roughly six (6) months of employment and also roughly annually thereafter or when otherwise deemed appropriate by the Mayor or City Administrator. The Mayor or City Administrator may, but are not required to, produce a written report for any such performance evaluation.

6. Termination

6.1 Termination on a "Without Cause" Basis. The City may at any time, in its unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law).

6.1.1 Severance Payment on Gross Basis. Any severance payment by the City to Employee shall occur on a gross basis, and thus shall be subject to all withholdings and deductions required by law.

6.1.2 Three Months During Initial Four Years. In the event the City effectuates a "without cause" termination earlier than or on December 31, 2024, the City will pay Employee three (3) months of Employee's then-applicable base salary as severance pay.

6.1.3 Six Months During Fifth Year. In the event the City effectuates a "without cause" termination on or after January 1, 2025 but earlier than or on December 31, 2025, the City will pay Employee six (6) months of Employee's then-applicable base salary as severance pay.

6.1.4 Subsequent Years Also at Six Months, Absent a Contrary Vote by City Council. Commencing in 2022 and continuing uninterrupted thereafter, the City Council shall annually hold a public vote during June as to whether to negate extended severance coverage for Employee in the amount of six (6) months of Employee's then-applicable base salary for a "without cause" termination that might occur

during any calendar year subsequent to 2025. For any such vote to pass, it shall be required that members of the City Council holding a majority (or more) of the then-total positions of the City Council (which, at present, would be at least four of the seven total positions) mutually agree to a written Resolution that by its terms negates extended severance coverage to the year period specified in the Resolution. If any such vote does not pass, then such severance pay shall be automatically extended to and applicable for the next applicable year period as specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 below – without the necessity of any formal written amendment of this Contract. In the event of a tied vote by the City Council, the Mayor may and shall cast the determinative final vote.

6.1.4.1 During June 2022, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1, 2026 but earlier than or on December 31, 2026.

6.1.4.2 During June 2023, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2027 if the vote during June 2022 did not pass; or being 2026 if the vote during June 2022 did pass).

6.1.4.3 During June 2024, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2028 if the votes during June 2022 and June 2023 both did not pass; or being 2027 if one but not both of the votes during June 2022 and June 2023 did pass and the other did not pass; or being 2026 if the votes during June 2022 and June 2023 both did not pass).

6.1.4.4 During June 2025 and for during each June thereafter, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being determined consistent with the formula specified in subparagraph 6.1.4.3

above).

6.1.4.5 This Contract shall be deemed automatically amended consistent with and immediately upon each outcome specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 above.

6.2 Termination on a "For Cause" Basis. The City may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include but is not limited to any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of negligence, recklessness or intentionality that results in actual and substantial financial harm to the City; (iii) failure to follow a lawful directive from the Mayor or City Administrator; (iv) failure to perform his duties and responsibilities under this Contract (provided that in non-emergency situations Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) commission of a felony or crime of moral turpitude; (vi) willful violation of City policy or other willful misconduct; or (vii) disbarment or suspension of his law license lasting longer than thirty-two (32) calendar days. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). However, Employee shall not be entitled to receive any severance pay. As a point of clarification relative to subpart (ii) above, an adverse or non-successful outcome (*i.e.*, a loss, partial loss or failure to win) on any legal matter or issue – including but not limited to any contested administrative hearing, civil lawsuit or appeal; any contract negotiation or invalidation; and the invalidation of any law, code section, ordinance, resolution, policy, procedure or rule – shall not be a basis for a "for cause" termination.

6.3 SMC Section 1.10.012. The following provision from the now-existing Selah Municipal Code section 1.10.012 is made a permanent and nonmodifiable part of this Contract (and thus superseding any potentially conflicting provision in paragraph 8.2 below): "The city attorney is subject to removal from office by the mayor with concurrence by a majority of the entire city council." Accordingly, neither the Mayor nor the City Administrator may unilaterally terminate Employee's employment, irrespective of the circumstances and irrespective of any attempted or actual modification of any provision of the Selah Municipal Code. Rather, for the City to terminate Employee's employment under any circumstance, it shall always be required that the Mayor and members of the City Council holding a majority (or more) of the then-total positions of the City Council (which, at present, would be at least four of the seven total positions) mutually agree to terminate Employee's employment and such members of the City

Council publicly vote to terminate Employee's employee.

6.4 Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing written notice to the Mayor or City Administrator. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law) if and only if and in exchange for Employee providing such notice to the Mayor or City Administrator at least thirty (30) calendar days prior to Employee's effective resignation date (or by such other lesser deadline as the Mayor or City Administrator may agree to), otherwise such gross cash-out payment to Employee shall be reduced by the number of days/hours that Employee would have been expected to work during the thirty-day period immediately following the latter of the date that Employee actually provided such notice or his effective resignation date. By contrast, Employee shall not be entitled to receive any severance pay.

6.5 Disability; Death. The City may terminate Employee's employment due to any permanent or temporary disability or incapacity (including but not limited to illness) that renders Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of thirty-two (32) calendar days during any 12-month period (and not necessarily judged on a calendar-year basis) by providing written notice to Employee or to a proper agent of Employee. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of Employee's employment on either basis, the City will pay Employee or his estate Employee's then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee or his estate the cash-out value of Employee's then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, neither Employee nor his estate shall be entitled to receive any severance payment.

7. Integration/Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreements, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this

Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing law and now-existing City code and ordinances shall prevail and control. If any provision of this Contract is held to be unenforceable, the other provisions shall remain binding and enforceable to the fullest extent possible. The previous "Contract for Legal Services (City Attorney)" entered into between the parties on or about September 10, 2019 (and all amendments thereto) is hereby terminated and replaced by the terms and conditions of this Contract.

8. Other Terms and Conditions

- 8.1 Any notice to the City under this Contract shall be furnished in physical written form by Employee to the Mayor or City Administrator either via hand-delivery to the recipient or via certified U.S. mail with return receipt requested to the recipient's then-applicable City mailing address. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee either via hand-delivery or via certified U.S. mail with return receipt requested to Employee's then-applicable personal mailing address as recited on the City's employment records for Employee. Any hand-delivered notices shall be deemed effective as of the date of actual delivery, and any notices delivered via certified mail shall be deemed effective as of date recited on the return receipt as the date of actual delivery to the recipient.
- 8.2 The Mayor or City Administrator may at any time, in their unlimited and continuing discretion, establish, promulgate, and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent or conflicting with the provisions of this Contract, with then-applicable City code or ordinances, with any other then-applicable law or with Employee's ethical and legal duties and responsibilities, and provided further that such policies and rules do not expand Employee's duties and responsibilities to matters that are capable of being performed by a non-attorney.
- 8.3 All now-existing or later-existing provisions of City code, City ordinances, City regulations, City policies and rules shall apply to and for Employee to the same extent that such apply to other employees of the City, except as may be specifically otherwise stated in this Contract or to the extent that such are inconsistent or conflicting with Employee's ethical and legal duties and responsibilities.
- 8.4 This Contract shall be interpreted, construed, and enforced according to the internal laws of the State of Washington (not including any choice-of-law or conflict-of-law laws).

8.5 All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract.

8.6 No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

8.7 Moonlighting. The City acknowledges that Employee has been engaged in the private practice of law for many years prior to entering into this Contract including up to the date that he entered into this Contract, that Employee remains obligated to many preexisting clients and remains engaged on many preexisting matters and issues, and that Employee will not be able to fully finish representing such clients or fully complete work on such matters and issues prior to Employee entering into this Contract and thus prior to Employee becoming directly employed by the City. Accordingly, the City acknowledges and agrees that Employee (either personally or via a newly-formed one-member entity that he establishes) shall and does have the option to continue representing any or all of his preexisting clients (including but not limited to persons and entities) consistent with the terms and conditions specified in subparagraphs 8.7.1 and 8.7.2 below and thus temporarily overriding any provisions of this Contract that might purport to require Employee to devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Attorney (see paragraph 1.3 above) or to remain in the exclusive employ of the City (see paragraph 1.3 above) or to work any typical work day(s) or hour(s) for the City (see paragraph 1.4 above) or that might otherwise purport to in any way restrict or prohibit Employee from working for clients other than the City or from working on matters or issues related to the City.

8.7.1 Litigation Matters – Unlimited Moonlighting Period. The City acknowledges that most courts are closed or severely limited at present due to Covid-19 and that Employee cannot control when the courts will reopen nor when all of his preexisting litigation matters will be fully concluded. Thus, the City acknowledges and agrees that Employee shall and does have an unlimited period in which Employee may continue representing any or all of his preexisting clients on any or all of their preexisting litigation matters (including but not limited to civil litigation, criminal defense, and appeals) that Employee was already working on prior to entering into this Contract (including but not limited to appeals now existing or occurring in the future) throughout the United States despite Employee's entry into this Contract. The Mayor or City Administrator will receive a report not later than the 15th of May each year providing an update from Employee on remaining litigation matters. Employee agrees to endeavor to fully conclude all such preexisting litigation matters as soon as practicable.

- 8.7.2 Transactional Matters – Moonlighting Period of Approximately 18 Months. The City acknowledges that Employee is also working on multiple preexisting non-litigation matters for his preexisting clients and that Employee will need a period of time in which to conclude his work on those matters. Thus, the City acknowledges and agrees that Employee shall and does have until the conclusion of August 2022 in which Employee may continue representing any or all of his preexisting clients on any or all of their preexisting non-litigation matters (including but not limited to contract drafting, transactional work, negotiations, advice, and consultations) that Employee was already working on prior to entering into this Contract throughout the United States despite Employee's entry into this Contract. Employee agrees to endeavor to fully conclude all such preexisting non-litigation matters as soon as practicable.
- 8.7.3 For the ease of reference, Employee's continued work for his preexisting clients is referred to as "moonlighting". The City acknowledges and agrees that Employee's moonlighting may, and likely will, require Employee to be absent and unavailable during normal business hours on occasions and also for the totality of normal business days on occasions.
- 8.7.4 The City acknowledges and agrees that all compensation, entitlements, recoveries, title, interests and other awards that Employee may receive via moonlighting shall and will be solely and exclusively Employee's without any interest therein or portion thereof belonging to the City. Employee acknowledges and agrees that his moonlighting shall and will be performed independently from his performance as City Attorney, with the City having no responsibilities, obligations, duties, liabilities thereon or thereto. The City acknowledges and agrees that it shall and will pay Employee his full compensation and provide to Employee his full benefits during the moonlighting periods, without any reductions or setoffs for any reason.
- 8.7.5 Employee acknowledges and agrees that his moonlighting shall and will be restricted to, as specified above, representing his preexisting clients on their preexisting matters or issues that Employee was already working on prior to entering into this Contract. Thus, by contrast, Employee acknowledges and agrees that he shall not and will not accept any new client(s) or become engaged on any new matter(s) or issue(s) during his employment by the City under this Contract (except as authorized in subparagraph 8.7.6 below). Further, Employee agrees that if his representation of any preexisting client or his work on any preexisting matter or issue creates a conflict of interest with his employment by the City under this Contract, that Employee shall and will either cease representing such client, cease working on such matter or issue, or resign his

employment under this Contract.

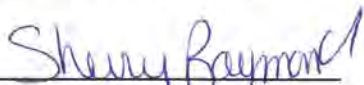
8.7.6 Employee acknowledges and agrees that once he has finished representing all of his preexisting clients on their preexisting matters or issues that Employee was already working on prior to entering into this Contract, that the moonlighting periods shall and will forever cease and that Employee shall and will no longer work for any client other than the City or work on matters or issues unrelated to the City. However, as a partial modification to the preceding sentence, the City acknowledges and agrees that Employee shall and will always have an unrestricted and continuing right – even after the moonlighting periods cease – to represent himself or any member(s) of his family on any new matter or issue so long as he does so independently from his performance as City Attorney and that such representation does not conflict with Employee’s employment by the City.

9. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates indicated below.


CITY OF SELAH (“City”):



Sherry Raymond, Mayor

Dated: Feb. 23, 2021

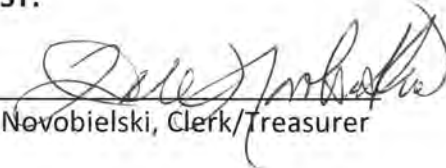
D. R. (ROB) CASE (“Employee”):



D. R. (Rob) Case, WSBA #34313

Dated: 03-24-2021

ATTEST:



Dale Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 07/09/2024

Agenda Number: 14A

Action Item

Title: Ordinance Ratifying Prior Deviations from the 1993 Employee Handbook and Enabling New Employee Handbook Rules to Henceforth be Implemented via Resolution

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None via the instant Ordinance (but fiscal impacts will occur when the related proposed Resolution is adopted)

Funding Source: N/A

Background/Findings/Facts: The instant AIS and the attached proposed Ordinance are related to, and need to be acted upon prior to the City Council taking action on, a separate AIS and the proposed Resolution appended hereto.

Procedural irregularities have occurred with regard to the City's employee handbook(s). Those irregularities were discovered recently, during the process of City staff's drafting work on a fully-revised employee handbook. The fully-revised employee handbook will not be ready for implementation for some time. However, City management wants to immediately implement a few new rules without waiting until the fully-revised employee handbook is ready. To implement those new rules, the past procedural irregularities should be resolved.

The procedural irregularities arose due to the types of action, and their relative ranks, that were used to implement, change and/or amend the rules within the employee handbook(s). Specifically:

1. in 1993, the document that for ease of reference is referred to as the "1993 Employee Handbook" was implemented via Ordinance No. 1090. This was at least odd, and perhaps procedurally improper, because ordinances are used to create laws and an employee handbook is not a law. An employee handbook is a collection of workplace rules and procedures;
2. in 2000, a new addition to the 1993 Employee Handbook was implemented via Resolution No. 1353. However, the preexisting Ordinance No. 1090 was not amended, and seemingly has never been amended. This was procedurally improper. An ordinance is the highest-

ranking type of action, and whatever has been established via ordinance should only be amendable via a subsequent ordinance. Using a resolution to amend what an ordinance has established is procedurally improper, due to the relative rankings of the two action types; and

3. in 2011, the document that for ease of reference is referred to as the “2011 Employee Handbook” was implemented without, seemingly, any formal type of action. This was procedurally improper. Just as a resolution should not be used to amend what an ordinance has established, nor should what a resolution has established be amended via a non-formal action. A resolution is a higher-ranking type of action than a non-formal action. (And if the intervening Resolution No. 1353 is ignored, the matter becomes even more stark. What was implemented via an ordinance should not be amended via a non-formal action.)

The attached proposed Ordinance will – if adopted – resolve these procedural irregularities. It will ratify all prior deviations from and amendments to the 1993 Employee Handbook. It will also clarify that henceforth – after the Ordinance takes effect – that new employee handbook-type rules that have a financial impact may be implemented via one or more resolutions and, by contrast, do not need to be implemented via ordinance.

Immediately after the proposed Ordinance is adopted, the City Council can then take action on the separate, related AIS and proposed Resolution appended thereto. That proposed Resolution will – if adopted – implement new rules on the above-mentioned four (4) topics.

The recitals (*i.e.*, “WHEREAS” paragraph) within the Ordinance that is proposed via the instant AIS and within the Resolution that is proposed via a separate, related AIS are largely redundant. This is intentional and just an effort to fully recite the background for the two, related actions that are being proposed today.

The real substance exists in the Resolution that is proposed via a separate, related AIS. The instant AIS and proposed Ordinance are just prerequisites to that Resolution being implemented.

Recommended Motion: I move to approve the Ordinance in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

ORDINANCE NO. 2230

ORDINANCE RATIFYING PRIOR DEVIATIONS FROM THE 1993 EMPLOYEE HANDBOOK AND ENABLING NEW EMPLOYEE HANDBOOK RULES TO HENCEFORTH BE IMPLEMENTED VIA RESOLUTION

WHEREAS, the City is presently operating under the 31-page “City of Selah Personnel Rules and Regulations” dated January 1, 2011, with regard to many topics and issues for employment of its workforce – and particularly with regard to non-union employees; and

WHEREAS, such 31-page document is referred to within the instant Ordinance as the “2011 Employee Handbook” for ease of reference; and

WHEREAS, upon review of the City’s records, it appears that the 2011 Employee Handbook was not approved or adopted by (the then-existing incarnation of) the City Council via a formal Resolution or Ordinance; however, it is possible that the 2011 Employee Handbook may have been approved by (the then-existing incarnation of) the City Council via a simple motion, and it is also possible the 2011 Employee Handbook may have been implemented by (former) City management without having been submitted to the City Council for consideration or action; and

WHEREAS, certain components of the 2011 Employee Handbook have a financial impact, including the following four components: (1) a Tuition Assistance Program set forth within section 6.5; (2) an educational incentive pay chart and explanatory language also set forth with section 6.5; (3) a longevity incentive pay chart and explanatory language set forth within section 6.6; and (4) a vacation accrual chart and explanatory language set forth within section 7.2; and

WHEREAS, consistently since 2011, current and former City non-union employees have received and utilized reimbursements, payments and accruals under and stemming from those four components of the 2011 Employee Handbook; the expected corresponding financial impacts have been included within the City’s annual budgets since 2011; and the City Council (via its successive incarnations) has approved each annual budget, has approved each budget adjustment, and also has approved each presentation of claims and payroll since 2011 – and those items/actions encompass all reimbursements, payments and accruals that non-union employees have received and utilized under and stemming from the 2011 Employee Handbook; and

WHEREAS, on or about December 12, 2000, the longevity incentive pay chart and its explanatory paragraphs – which later became included within the 2011 Employee Handbook – were approved by (the then-existing incarnation of) the City Council when it adopted Resolution No. 1353; and

WHEREAS, on July 13, 1993, an earlier document (also) labeled “City of Selah Personnel Rules and Regulations” – which measures 30 pages and is similar, but not identical, to the 31-page 2011 Employee Handbook – was approved by (the then-existing incarnation of) the City Council via a formal ordinance, specifically Ordinance No. 1090; and

WHEREAS, such 30-page document is referred to within the instant Ordinance as the “1993 Employee Handbook” for ease of reference; and

WHEREAS, certain components of the 1993 Employee Handbook have financial impacts, including the following three components: (1) a Tuition Assistance Program set forth within section 6.5; (2) an educational incentive pay chart and explanatory language also set forth within section 6.5; and (3) a vacation accrual chart and explanatory language set forth within section 7.2 (and, by contrast, the 1993 Employee Handbook does not contain any longevity pay chart or explanatory language, because such items apparently did not come into existence until 2000 as previously stated above); and

WHEREAS, upon review of the City's records, it appears that neither the 1993 Employee Handbook nor Ordinance No. 1090 has been (prior to the current date) formally amended or repealed via a subsequent ordinance or action despite – as previously stated above – the 2011 Employee Handbook becoming the document that the City has operated under since 2011; and

WHEREAS, current City management desires to eventually implement a fully-revised employee handbook, as a replacement for any and all prior versions; current and former City staff have invested considerable time toward drafting a fully-revised employee handbook; and such drafting work is expected to continue for additional months for multiple reasons, including the general complexity of the issues and a recent turnover of the City's payroll and human resources personnel; and

WHEREAS, current City management desires to implement new rules for non-union employees, without waiting until a fully-revised employee handbook is ready for implementation, with regard to:

- (1) Tuition Assistance (which will be fully negated);
- (2) Educational incentive pay (which will be adjusted upward and otherwise modified);
- (3) Longevity incentive pay (which will be adjusted upward and otherwise modified);
and
- (4) Vacation accruals (which will be adjusted upward and otherwise modified);

and;

WHEREAS, the current City Council finds that good cause exists for immediately implementing new rules vis-à-vis non-union employees on such four (4) topics, without further delay; and

WHEREAS, because the 1993 Employee Handbook was, as stated above, approved via a formal ordinance, any deviations from it or amendments to it should have also occurred via an ordinance; however, as stated above, deviations and amendments subsequently occurred without a corresponding ordinance being approved; and additional changes are now proposed, as stated in the preceding paragraph of the instant Ordinance; and

WHEREAS, the current City Council finds that good cause exists for ratifying all prior deviations from and amendments to the 1993 Employee Handbook, and, further, for confirming that no legal obstacles exist or should exist vis-a-vis immediately implementing – via a separate resolution – the above-identified new rules, despite any preexisting procedural irregularities (and all preexisting procedural irregularities will now be cured via the instant Ordinance);

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Ratification of all Prior Deviations from and Amendments to the 1993 Employee Handbook. That all prior deviations from and amendments to the 1993 Employee Handbook are hereby ratified, despite any preexisting procedural irregularities (and all preexisting procedural irregularities are cured by this Section 1).


Section 2. New Rules May be Implemented via Resolution. That, henceforth, new employee handbook-type rules that have a financial impact may be implemented via one or more resolutions and, by contrast, do not need to be implemented via an ordinance.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

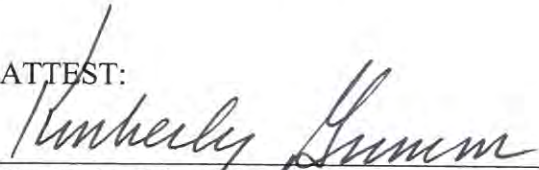
Section 4. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), Chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

Section 5. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper this Ordinance shall not take effect until at least five (5) after such publishing has occurred.


PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of July, 2024.



Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:


Rob Case, City Attorney

ORDINANCE NO. 1090

AN ORDINANCE adopting the City of Selah Personnel Rules and Regulations and repealing Ordinance No.'s 908, 919 and 1016 in their entirety.

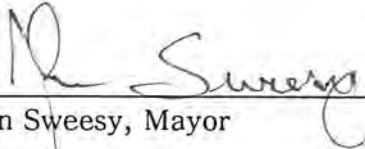
WHEREAS, the City of Selah desires to standardize its rules and regulations for all City employees;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows:

Section 1. the City of Selah Personnel Rules and Regulations which are attached hereto and incorporated herein by this reference are hereby adopted by the City of Selah.

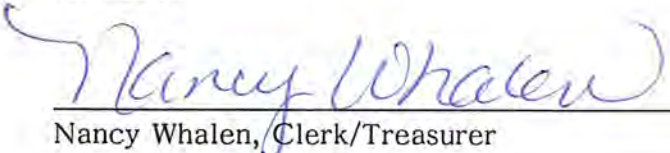
Section 2. Ordinance No.'s 908, 919 and 1016 are repealed in their entirety.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13 day of July, 1993.



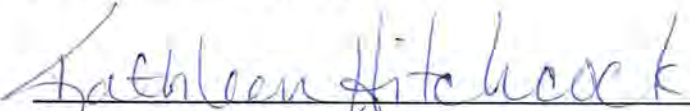
John Sweesy, Mayor

ATTEST:



Nancy Whalen, Clerk/Treasurer

APPROVED AS TO FORM:



Kathleen Hitchcock, City Attorney

ORDINANCE NO. 1090

personrl.ord



CITY OF SELAH

PERSONNEL RULES AND REGULATIONS
July 13, 1993

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CHAPTER 1 GENERAL

1.1 PURPOSE/SCOPE.

- (a) This manual is a general informational guide to the City's current employment policies and shall not be construed as a contract. The City reserves the right to amend, delete, supplement, or rescind any of the provisions of this manual, as the City deems necessary and appropriate, without advance notice. These policies shall not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. The City also reserves the right to deviate from these policies in individual situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost efficient services to its citizens.
- (b) These personnel policies shall apply to all City employees. They shall not apply to elected officials and independent contractors. In the event of conflict between any provision of this manual and any provision of a valid and effective collective bargaining contract or in cases where the application of these policies would conflict with applicable Civil Service rules and regulations, the provisions of the labor contract and/or the Civil Service rules shall govern. In all other cases, these policies shall govern.

1.2 EQUAL EMPLOYMENT OPPORTUNITY.

- (a) The City is an equal opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, medical condition, physical handicap or disability.
- (b) The City will not discriminate against applicants or employees with a sensory, physical or mental impairment, unless the impairment cannot be reasonably accommodated and prevents proper performance of an essential element of the job.
- (c) Employees with life threatening illnesses, such as cancer, heart disease, or AIDS/HIV conditions, or communicable diseases such as tuberculosis or influenza, are treated the same as all other employees. They are permitted to continue working so long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers and the condition does not compromise public health or safety. 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 when a substantial and unusual safety risk to fellow City employees or the public exists.

1.3 SEXUAL HARASSMENT.

- (a) It is the policy of the City to provide a work environment for its employees which is free from discrimination and intimidation. The City will not tolerate any form of sexual harassment. Prompt disciplinary action will be taken against an employee who commits or participates in any form of sexual harassment.
- (b) Sexual harassment is defined as unwanted, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct which has the effect of creating an offensive, intimidating, degrading or hostile work environment, or adversely interferes or affects an employee's work performance.
- (c) Any employee who believes he or she is being sexually harassed by supervisors or co-workers should immediately notify his/her Department Director and follow the

complaint procedures set out in Section 8.13. In the event that the harassment involves the Department Director, he/she should notify the City Supervisor of Facilities and Resources. The City will not retaliate against an employee who complains of sexual harassment. The City will designate an alternate person to notify for employees who would feel more comfortable with the alternate.

1.4 DEFINITIONS.

- (a) **Department Director:** An employee who is responsible to the Mayor for the administration of one or more departments.
- (b) **Immediate Family:** An employee's immediate family includes the employee's spouse, child, parent, brother or sister, mother or father-in-law, son or daughter-in-law.
- (c) **Regular Full-Time Employee:** An employee who has completed his/her trial period and who regularly works a minimum of forty (40) hours a week on a continuing basis.
- (d) **Regular Part-Time Employee:** An employee who works less than forty (40) but at least twenty (20) hours a week in a budgeted position and is eligible for pro-rated City benefits.
- (e) **Temporary Employees:** Temporary employees are defined as those employees who hold jobs of limited duration, but less than one year, arising out of special projects, seasonal work requirements, abnormal work loads or emergencies. Temporary employees are not eligible for City benefits.

1.5 EMPLOYEE PERSONNEL RECORDS.

- (a) A personnel file for each employee is kept in a locked, fire proof file cabinet, and access is limited to the Mayor, City Supervisor of Facilities and Resources, Clerk/Treasurer and Department Director. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.
- (b) An employee has the right to review his/her file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.
- (c) Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without the employee's written release of specific information.
- (d) A working personnel file may be maintained by the Department Director.

1.6 REFERENCES.

- (a) The City does not give references, other than to confirm the dates of employment and last salary, without the express written consent of the employee.
- (b) Only the Mayor or his designee will provide employment references on current or former regular City employees.

**CHAPTER 2
HOURS AND ATTENDANCE**

2.1 WORKING HOURS.

- (a) The City's standard work week is Monday through Friday from 8:00 a.m. to 5:00 p.m. with a one-hour unpaid lunch period.
- (b) A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules, such as in the case of police and fire employees, may be established by the City to meet job assignments and provide necessary City services. Each employee's Department Director will advise the employee regarding his/her specific working hours.
- (c) Part-time and temporary employees will work hours as specified by their Department Directors.

2.2 HOURS OF WORK AND OVERTIME.

- (a) All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA) regulations.
- (b) For most City employees, the established work period is forty (40) hours within a seven (7) day work week. For law enforcement employees, the established work period is ninety-two (92) hours during a fifteen (15) day period. For fire protection personnel, the established work period is one hundred eighty-two (182) hours within a twenty-four (24) day period.
- (c) Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than the maximum numbers of hours during a work period.
- (d) All overtime must be authorized in advance by the employee's Department Director.
- (e) Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period.
- (f) When computing overtime, holidays, sick leave and vacation time are not counted as hours worked.
- (g) Exempt employees are not covered by the FLSA overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. The Mayor or his designee shall administer exempt employee compensatory time policies as established by the Mayor.

2.3 COMPENSATORY TIME.

- (a) Non-exempt employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's Department Director. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime. Maximum accruals of compensatory time shall be limited to forty (40) hours, which overtime compensation shall be paid.
- (b) Employees must use compensatory time within 30 days after making a request to their Department Director, unless doing so would unduly disrupt City operations.

Compensatory time should be used for short term absences from work during times mutually agreed to by the employee and his/her Department Director. Accumulation of compensatory time to be used as a substitute for extended vacation time off is not normally permitted.

2.4 ATTENDANCE.

- (a) Punctual and consistent attendance is a condition of employment. Each Department Director is responsible for maintaining an accurate attendance record of his/her employees.
- (b) Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one (1) day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message with the Department Director stating the reason for being late or unable to report for work.
- (c) Employees are expected to be at work even during inclement weather. Department directors may allow employees to be late or leave early during severe weather conditions; however, non-attendance will be counted as absence from work and will be charged to accrued leave time.
- (d) An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

2.5 BREAKS AND MEAL PERIODS.

Employees may take one (1) fifteen (15) - minute break for every four (4) hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public. Meal periods shall be scheduled by the employee's Department Director. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid and usually one (1) hour in length.

2.6 STAND-BY.

Many City positions are subject to periodic stand-by responsibilities. Unless the employee is specifically restricted to his home, worksite or other identified location during periods of stand-by, such time is not considered hours worked and is not eligible for compensation.

2.7 CALL BACK.

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. Employees called back to duty will be paid their appropriate rate of pay for hours worked, including overtime pay, if applicable. Non-exempt employees will be credited with a one (1) hour minimum for reporting back to work after completion of a normal work day.

2.8 PAYROLL RECORDS.

The official payroll records are kept by the Clerk/Treasurer. Each Department Director shall turn in on a weekly basis a signed work record for each employee within their department, noting time not worked and reason, i.e., vacation, sick leave, etc. Each work record shall be signed by the employee and approved by the Department Director. The Mayor or his designee shall approve work records for Department Directors.

**CHAPTER 3
RECRUITING AND HIRING**

3.1 RECRUITING.

- (a) Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, sex, marital status, pregnancy, physical handicap, disability or age.
- (b) Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application.
- (c) Any applicant supplying false or misleading information is subject to immediate termination, if hired.

3.2 HIRING.

- (a) When a position becomes vacant, the Department Director shall review the position, its job description and the need for such a position prior to any posting or advertisement of the vacancy. The Department Director will prepare and submit a written request to fill the position to the Mayor or his designee. The position will be posted and/or advertised only after the Mayor or his designee has approved the request.
- (b) Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities. The City may establish response time requirements for public safety and other positions.
- (c) Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years old and will be required to present a valid Washington State driver's license with any necessary endorsements. Special licenses may be required to operate certain vehicles. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.
- (d) The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and/or administer examinations.
- (e) After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination, and shall require testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.
- (f) A candidate may be disqualified from consideration if: (1) found physically unable to perform the duties of the position, and the individual's condition cannot reasonably be accommodated in the workplace; (2) the candidate refuses to submit to a medical examination or complete medical history forms; or (3) if the exam reveals use of alcohol and/or controlled substances.

- (g) All former employees of the City may not be rehired.

3.3 TEMPORARY EMPLOYEES.

- (a) With approval of the Department Director, temporary employees may be used during emergencies or other peak workload periods, to temporarily replace regular employees absent due to disability, illness, vacation or other approved leave, or to temporarily fill a vacancy until a regular employee is hired.
- (b) Temporary employees may be hired without competitive recruitment or examination.
- (c) Temporary employees may not work more than ninety (90) hours a month (seventy (70) hours a month if eligible for PERS I) for more than five (5) months in a twelve (12) month period.
- (d) Temporary employees are eligible for overtime pay as required by law. Temporary employees are not eligible and do not receive retirement, vacation, sick leave, health insurance, holiday or any other benefits during their employment.

3.4 TRIAL PERIOD.

- (a) All newly hired employees or employees promoted to a new classification enter a trial period which is considered an integral part of the selection and evaluation process. During the trial period an employee is required to demonstrate suitability for the position through actual work performance.
- (b) The normal trial period is six (6) months from the employee's date of hire or promotion; however, longer periods may be established for positions requiring technical, professional, specialized, unusual or unique skills or qualifications.
- (c) An employee's trial period may be extended for up to an additional six (6) months (when needed due to circumstances such as extended illness or a need to continue to evaluate marginal performance) to properly evaluate the employee's performance. The trial period will not be shortened for any reason.
- (d) Trial employees accrue and may use sick leave. Vacation leave does not vest or become available for use until after the trial period is completed.
- (e) During the trial period, the employee may be terminated at any time without cause and without the right of appeal.
- (f) When a Department Director determines an employee has satisfactorily completed the trial period, the Department Director shall prepare a written performance evaluation, which will be reviewed by the Mayor or his designee. If the trial period is satisfactorily completed, the employee may be certified to regular employment status.

3.5 EMPLOYMENT OF RELATIVES (NEPOTISM).

- (a) Employees' relatives will not be employed by the City under any of the following circumstances:
 - (1) Where one of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
 - (2) Where one party would be responsible for auditing the work of the other;

- (3) Where both parties would report to the same immediate supervisor;
 - (4) Where other circumstances might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the City; or
 - (5) Where one of the parties is a policy level official of the City.
- (b) "Relatives" include an employee's parent, child, spouse, brother, sister, in-laws and step relationships.
 - (c) If two (2) employees marry, become related or share 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 stay with the City, unless reasonable accommodations, as determined by the Mayor or his designee can be made to eliminate the potential problem. The decision as to which relative will remain with the City or department must be made by the two (2) employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision has been made during this time, the City reserves the right to terminate either employee.

3.6 PROMOTIONS AND TRANSFERS.

- (a) The City encourages current City employees to apply for vacant City positions for which they are qualified. Promotions and transfers are based on the Department Director's recommendation, work force requirements, performance evaluations, job descriptions and related City requirements.
- (b) Regular employees are eligible for promotion, transfer or voluntary demotion. To be considered for another position, an employee must have satisfactorily completed his/her trial period and possess the qualifications for the vacant position, unless such requirements are waived by the Mayor or his designee in the best interests of the City.

CHAPTER 4 COMPENSATION

4.1 SALARY CLASSIFICATION AND GRADES.

Each job title within the City is classified into one of the City's classifications for salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule, which includes an implementation procedure and is approved annually by the City Council.

4.2 EMPLOYEE PAY RATES.

- (a) Employees shall be paid within the limits of the wage range to which their positions are assigned.
- (b) Usually, new employees will start their employment at the minimum wage rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum.
- (c) Pay increases are contingent on satisfactory performance.
- (d) The Mayor or his designee may propose and the City Council may grant an across the board pay adjustment (cost of living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

4.3 PAYDAY.

City employees are paid on the 15th and last day of each month. If a regularly scheduled payday falls on a weekend or holiday, pay checks will be distributed on Friday.

4.4 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, applicable union contract, or statute.

4.5 TRAVEL - GENERAL.

- (a) Travel is defined to include meals, lodging, public transportation, mileage reimbursement for private auto, and incidental expenses of travel. Rental auto expense shall be reimbursable only with the prior authorization of the Department Director.
- (b) City vehicles should be used for travel when assigned for such purposes. City vehicles shall only be used to transport City employees and persons directly involved in City operations.
- (c) When private transportation is used, mileage shall be compensated at the rate of twenty four cents (24¢) per mile from the work site to the destination and return. City credit cards shall not be used for private transportation.

- (d) Meal expense in local restaurants is not reimbursable unless the employee is attending a meeting or workshop at the restaurant and the meal is an integral part of the program. Business luncheons are reimbursable with the prior authorization of the Mayor or his designee. Reimbursements shall be for actual costs, but not to exceed rates set in section 4.6, (g). Receipts are required. The procedure used for requesting an advance or reimbursement is the same as for out-of-town travel.

4.6 OUT OF TOWN TRAVEL.

- (a) All out-of-town travel, with the exception of routine travel within Yakima County, must be approved. Travel requests shall be forwarded to the Department Director for approval (Councilmembers are exempt from this requirement). Unauthorized travel is not reimbursable.
- (b) Travel requests should be submitted at least seven (7) days before anticipated travel on the "Travel Request and Expense Report" form.
- (c) Travel approval will be conditional upon whether the travel will benefit the City or the employee's performance of assigned duties, whether the travel was budgeted, whether sufficient budgeted funds remain in the travel line item and how the employee's absence will impact City operations.
- (d) Request for travel advances should be submitted in sufficient time to be processed within the regular accounts payable schedule. Travel advances are for travel costs only and not for direct payment to vendors, pre-registration fees, airline tickets, etc.
- (e) Overnight travel shall be authorized only when made necessary by meeting schedules.
- (f) Lodging compensation shall be based on the cost of a moderately priced motel or hotel single room, as defined by prevailing rates in visited area, not to exceed \$75.00 per day. Exceptions may be granted for travel to high cost cities or if it is necessary to stay at the motel or hotel which is the site of the meeting or conference. Approval for exceptions must be made in advance. Receipts are required for reimbursement.
- (g) Meals shall be compensated at actual cost not to exceed the following rates:

Breakfast	-	\$ 6.00
Lunch	-	\$ 7.00
Dinner	-	\$13.00

The above rates shall include tips. Receipts need not be maintained. Meals served at the meeting shall be reimbursed at the fee charged. There shall be no additional compensation for meals when meals are included in conference or meeting fees. Liquor costs are not reimbursable.

- (h) Reimbursement for miscellaneous expenses incidental to the travel may be approved when demonstrated to be necessary. Receipts are required.
- (i) Requests for travel reimbursement must be submitted on the "City Travel and Expense Report" form as designated by the Department Director. Receipts must accompany reimbursement for lodging, commercial transportation and miscellaneous expenses.
- (j) If the traveler is authorized to use a City credit card for the travel, a copy of the credit receipt for each charge shall be attached to the travel form and the specific

amount entered in the appropriate category.

- (k). Travel reimbursement requests and travel advance reconciliations shall be submitted within ten (10) days of return from travel. Class or seminar agendas are to be attached.
- (l). Travelers shall not receive double reimbursement for travel. Reimbursement from other agencies shall be deposited with the City if the traveler is reimbursed by the City. Employees shall travel under the expense guidelines of the reimbursing agency when such guidelines exist.

4.7 COMPENSATION UPON TERMINATION.

When an employee's employment with the City is terminated, the employee will receive the following compensation:

- (a) Regular wages for all hours worked up to the time of termination which have not already been paid.
- (b) Any overtime or holiday pay due.
- (c) A lump sum payment of any accrued but unused vacation.
- (d) Non-exempt employees will receive compensation for accrued compensatory time.

CHAPTER 5
PERFORMANCE EVALUATIONS AND TRAINING

5.1 PERFORMANCE EVALUATIONS.

- (a) To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions.
- (b) The City Supervisor of Facilities and Resources is responsible for developing and maintaining the City's performance evaluation program.
- (c) Employees are to be evaluated by their Department Directors at the midpoint and again prior to completion of their trial period and then at least once every twelve (12) months thereafter on the employee's anniversary date with the City.
- (d) The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a step increase, or is to be promoted, transferred, demoted, laid off, or terminated.

5.2 TRAINING POLICY.

The City seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge and abilities directly related to City employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, classes and seminars sponsored by other agencies or organizations.

CHAPTER 6 BENEFITS

6.1 RETIREMENT BENEFITS.

- (a) 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.
- (b) All regular uniformed employees in the police and fire departments are covered by the Law Enforcement Officer's and Firefighters Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington.
- (c) All regular full-time and eligible part-time, non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.
- (d) Employees intending to retire should notify their Department Director of their intent to retire at least three (3) months prior to the date of retirement.

6.2 DISABILITY BENEFITS.

- (a) All employees, except those covered by LEOFF I, are covered by the State Industrial Insurance program (worker's compensation). This type of 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 work days lost for any disability resulting from job-related injuries or illnesses. All job-related accidents should be reported immediately to the Department Director.
- (b) When an employee is absent for one (1) or more days due to an on-the-job accident, he/she is required to file a claim for Worker's Compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Worker's Compensation benefits.
- (c) When the employee receives Worker's Compensation benefits, he/she is required to repay to the City the amount covered by Worker's Compensation and previously advanced by the City. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.
- (d) The City 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 and responsibilities of the position.

6.3 INSURANCE BENEFITS.

- (a) Employees are eligible to participate in the City's insurance programs the first day of the month following start of work. The programs and criteria for eligibility will be explained at the time the employee becomes eligible to join. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.
- (b) Upon mutual agreement between the employee and the City, and in accordance

with the terms and conditions of the insurance policy, the City will continue health insurance coverage at the employee's expense during an approved unpaid leave of absence. COBRA continuation rights may apply in the event coverage is not extended through the City.

- (c) While an employee is receiving Worker's Compensation benefits, the City may continue to pay the employee's health insurance premiums for one (1) month, after which the employee may choose to use his/her COBRA rights and self-pay insurance premiums.
- (d) Upon an employee's termination from City employment, at the employee's option and expense, the employee may elect to continue City health insurance benefits to the extent provided under COBRA. Continuation rights are not available if an employee is terminated for "gross misconduct."
- (e) An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA continuation rights.

6.4 UNEMPLOYMENT COMPENSATION.

City employees may qualify for Washington State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met.

6.5 TUITION PAYMENT.

Any regular full time employee shall be eligible and receive educational incentive pay for college degrees earned while in service as an employee with the City in fields related to job function or classification.

AA Degree - \$25.00 per month

BA Degree - \$50.00 per month

Masters Degree - \$75.00 per month

The City will reimburse any eligible employee for tuition cost incurred when attending job related and accredited courses approved in advance. The employee must first utilize monies under other education subsidy programs utilizing State, Federal, or Private funds. Tuition repayment will be made upon presenting evidence of satisfactory completion to the City. Satisfactory completion means a final grade of C/2.0 or better. Thereupon, reimbursement will be made within the next pay period.

Any employee who utilizes the Tuition Assistance Program cannot receive education incentive pay until the amount of assistance paid by the City has been repaid to the City at the rate of the degree earned. Upon completion of payment for the assistance received, the employee will then be eligible for degree monthly payments as appropriate to the degree earned.

The City will pay tuition costs for employees' job related approved courses, unless tuition funds are available under other subsidized plans, such as L.E.A.P. The Department Directors will have the authority to approve courses as job related. When employees are required to attend training sessions, they will be reimbursed for food, lodging, and transportation expenses in accordance with Sections 4.5 and 4.6. Tuition or seminar costs for required training sessions will be paid in advance by the City if notification has been provided to the Clerk/Treasurer's office no less than thirty (30) days prior to initiation of the class.

**CHAPTER 7
LEAVES OF ABSENCE AND TIME OFF**

7.1 LEAVES.

The City has eight (8) different types of leave:

- (a) Vacation leave.
- (b) Sick leave.
- (c) Leave without pay.
- (d) Jury and Witness leave.
- (e) Administrative leave.
- (f) Military leave.
- (g) Maternity leave.
- (h) Childbirth leave.

7.2 VACATION.

(a) Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
0-1 years	40 hours/ 1 week
2-7 years	80 hours/2 weeks
8-10 years	120 hours/3 weeks
10+ years	144 hours/3 weeks + 3 days

- (b) An employee's vacation shall vest as of the completion of their probationary period. Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits.
- (c) Each department is responsible for scheduling its employees' vacations without undue disruption of department operations. Leave requests shall be submitted at least two (2) weeks prior to taking vacation leave.
- (d) Vacation hours may be accrued to a maximum of 240 hours. Employees will be paid for unused vacation time upon termination of employment.

7.3 SICK LEAVE.

- (a) All full-time regular employees, except LEOFF I employees, accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked.
- (b) Employees accrue and may use sick leave during their trial periods. Temporary employees do not earn sick leave benefits. Employees do not accrue sick leave benefits during a leave without pay.
- (c) Sick leave covers those situations in which an employee is absent from work due to:
 - (1) Physical injury or illness to the employee;
 - (2) The need to care for the employee's dependent children under the age of eighteen (18) who are ill.

- (3) Medical or dental appointments for the employee, dependent child, or other dependent family member if the employee is their primary care taker, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
 - (4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - (5) Use of a prescription drug which impairs job performance or safety;
 - (6) Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used.
 - (7) The death of an immediate family member, not to exceed three (3) days or one (1) working shift in the case of a twenty (24) hour shift employee.
- (d) A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.
 - (e) Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with the Department Director's prior approval, take leave without pay.
 - (f) Employees will not be paid for any unused sick leave upon leaving City service for any reason.

7.4 LEAVE WITHOUT PAY.

- (a) The Department Director may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year.
- (b) Only regular full-time and part-time employees who have satisfactorily completed their trial period are eligible for leave without pay. The following requirements apply:
 - (1) Leave may be granted to an employee for a period of up to ninety (90) days upon the approval of the Mayor or his designee. Further extensions are at the discretion of the Mayor or his designee.
 - (2) Accrued compensatory time, if any, and vacation leave must be exhausted prior to taking any leave without pay.
 - (3) An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.

- (4) In certain circumstances, self-payment of benefits may apply. See Section 6.3 on Insurance Benefits.
- (5) An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned. An employee returning from a temporary disability may, at the City's option, return to the same position or similar position at a comparable rate of pay.
- (6) If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position.

7.5 JURY AND WITNESS LEAVE.

- (a) Employees may be granted time off with pay to serve on a jury or as a court witness. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.
- (b) An employee granted such leave shall reimburse the City for any pay received while serving as a juror or witness.

7.6 ADMINISTRATIVE LEAVE.

On a case-by-case basis, the City may place an employee on administrative leave with pay for an indefinite period of time, as determined by the Mayor or his designee to be in the best interests of the City during the pendency of an investigation or other administrative proceeding.

7.7 MILITARY LEAVE.

Employees who are members of the National Guard or federal reserve military units may be absent from their duties, with pay, for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty.

7.8 MATERNITY LEAVE.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, the lawful adoption of a minor, shall apply equally to married and unmarried women, and are for all job related purposes, to be considered temporary disabilities. Accrued sick leave may be used for childbearing or related circumstances as set forth above.

If the period of disability because of childbirth or related circumstances extends beyond the employee's accrued sick leave, the she may request a leave of absence. To be eligible for sick leave because of childbearing or related circumstances, a female employee shall give the City two weeks notice, if possible, of her anticipated date of departure and intention of return. For purposes of this policy, a six (6) week period of recovery after childbirth or related circumstances shall be considered as reasonable in the absence of extenuating circumstances. Female employees cannot categorically be denied the opportunity to work during the entire period of pregnancy, but may continue working as long as the individual and her physician concur in her ability to work, and the demands of the job are satisfied. A doctor's certificate of release shall be required upon her return to work. The employee's return to work shall be governed by R.C.W. 49.60 and W.A.C. 162-30-020.

7.9 CHILDBIRTH LEAVE.

In the case of a birth of a child of his spouse, one working day of absence is allowed with full pay. Such absence shall be chargeable to the employee's sick leave accrual, providing the employee has sufficient accrual available.

7.10 HOLIDAYS.

(a) The following holidays are recognized by the City:

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday	Upon Approval of Department Director

- (b) Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.
- (c) Non-exempt regular full-time or part-time employees will be paid for the holiday plus their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the Department Director.
- (d) Temporary employees will be paid at their regular straight-time rate for hours worked on a holiday.
- (e) New employees hired prior to July 1 will be entitled to a floating holiday for that year. New employees hired after that date will receive one half day a floating holiday in the year hired.

7.11 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 Department Director's approval, take the day off using vacation, compensatory time, or leave without pay.

**CHAPTER 8
EMPLOYEE RESPONSIBILITIES AND CONDUCT**

8.1 GENERAL POLICY.

- (a) All City employees are expected to represent the City to the public in a professional manner which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and Department Director.
- (b) Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct. Among the City's expectations are: Basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and, providing orderly and cost efficient services to its citizens.

8.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST.

- (a) Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:
 - (1) 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;
 - (2) is conducted during the employee's work hours;
 - (3) utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;
 - (4) is employment with a firm which has contracts with or does business with the City; or
 - (5) may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.
- (b) An employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she obtains prior approval from the Mayor or his designee. Each employee engaged in outside employment shall file a notice of intent to continue such employment prior to December 31 of each year.

8.3 POLITICAL ACTIVITIES.

- (a) City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.
- (b) Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties may not

wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a partisan political cause contribution.

- (c) Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendments Rights.

8.4 NO SMOKING POLICY.

For health and safety considerations, the City prohibits smoking by employees in all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices.

8.5 USE OF CITY VEHICLES AND EQUIPMENT.

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other City equipment, including vehicles, should be used by employees for City business only. An employees' misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

8.6 BULLETIN BOARDS.

Information of special interest to all employees is posted regularly on the City bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the Mayor or his designee.

8.7 CONTACT WITH NEWS MEDIA.

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

8.8 SEAT BELT POLICY.

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

8.9 DRIVER'S LICENSE REQUIREMENTS.

- (a) As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State Driver's license.
- (b) 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 Department Director and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her Department Director.
- (c) Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination.

8.10 SAFETY.

- (a) Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her Department Director. The City will

make every effort to remedy problems as quickly as possible.

- (b) In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify the Department Director who shall immediately provide the Mayor or his designee with a written report of the nature, cause and extent of the accident.

8.11 SUBSTANCE ABUSE POLICY.

- (a) Purpose - The City of Selah recognizes that employees are its most important resource. In order to ensure that health, welfare, and safety of its employees, and the citizens whom they serve, the following policy regarding substance abuse in the work place is adopted.
- (b) Objectives.
 - (1) It is the policy of the City of Selah to provide a drug free work place for its employees.
 - (2) The City's philosophy on substance abuse is to emphasize training and rehabilitation. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.
 - (3) The following sections provide guidelines for employees and supervisors for the detection and deterrence of substance abuse is provided through pre-employment screening, supervisor and co-worker education, and, where reasonable cause exists, verified testing of current employees. The standards by which such tests will be conducted are set out. Acts which constitute a violation of this policy are defined, and the consequences for violation are established.
- (c) Applicability - This policy applies to all permanent and temporary employees of the City of Selah. It is a condition of employment that the employee abide by the terms of this policy.
- (d) Definitions - For the purpose of this directive, the following terms have the meanings indicated:
 - (1) Substance abuse means the use of a substance, including medically authorized drugs, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public, or other employees.
 - (2) Reasonable cause means all of the facts and circumstances available at the time of an incident which would lead any reasonable person to the same conclusion.
 - (3) Medically authorized drugs or substances means a drug or substance prescribed by a licensed practitioner/physician or dentist for use in the course of medical treatment.
 - (4) Controlled substance means a substance whose dissemination or use is controlled by regulation or statute, including, but not limited to alcohol, narcotics, depressants, stimulants, hallucinogens and cannabis.
 - (5) Conviction means a finding of guilt (including a plea of nolocontendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal, State, or City drug laws.

- (6) Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
- (7) Written medical authorization means a prescription or other written approval from a licensed practitioner/physician or dentist for the use of a drug in the course of medical treatment. The authorization must include the name of the substance, the period of authorization, and whether the prescribed medication may impair job performance.
- (8) Unreasonable delay means a delay of the testing procedure for a period of time which would render the test useless or inaccurate.
- (9) Counseling mean participation in a substance abuse counseling program provided through the City of Selah Employee Assistance Program (E.A.P.)

(e) Education

- (1) The City of Selah recognizes the need to provide education and training in the areas of substance abuse and the major factors which contribute to it.
- (2) The City recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about their own substance abuse are encouraged to voluntarily seek assistance through the City Employee Assistance Program. All such Voluntary Requests for assistance will remain confidential.
- (3) An employee who has not received substance abuse awareness training shall not be subject to disciplinary action under this policy.

(f) Employee Rights and Responsibilities

- (1) The City shall not require an employee to undergo a drug screening test unless there is reasonable cause to believe the employee is under the influence of a substance which impairs job performance or which causes the employee to pose a hazard to the safety of the employee, the public, or other employees. Nothing in this policy is intended to require random testing employees.
- (2) Any voluntary request by an employee for assistance with his/her own substance abuse problem will remain confidential and shall not be used as the basis for any disciplinary action, provided that the request for assistance is initiated prior to a substance abuse related on -the-job incident.
- (3) Each employee using medically authorized drugs or substances which can impair job performance shall report this fact to his/her supervisor prior to beginning duty, and shall provide proper written medical authorization to work. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair his/her job performance.
- (4) In accordance with the Drug Free Work Place Act of 1988, an employee who is convicted of any criminal drug statute for a violation occurring in the work place shall notify the City Personnel Office no later than five days after such conviction.
- (5) Each employee who observes or has knowledge of another employee in a condition which impairs his/her ability to perform job duties or poses a hazard to the safety and welfare of others shall promptly report the

incident to his/her immediate supervisor.

- (6) An employee who is the subject of a substance abuse investigation, or who requests or is required to submit to a Substance Abuse Examination in accordance with this policy, shall be entitled to have a Union Representative or other observer of his/her own choosing present during the investigation, provided that such a request for an observer does not cause an unreasonable delay.

(g) Detection

- (1) Pre-employment Examination. All prospective employees of the City of Selah shall undergo a drug screening test prior to employment. A confirmed positive test for controlled substances, or refusal to take the examination, will result in disqualification for employment for a period of six months.
- (2) Examination for reasonable cause. An employee may be required to undergo a Substance Abuse Examination when reasonable cause exists to believe the employee is under the influence of a controlled substance and the steps outlined in the attached "Supervisors Checklist for Substance Abuse" are followed. the decision to conduct a Substance Abuse Examination shall be made only by the supervisor's Department Director or the Department Director's management level designee.
- (3) Searches of City owned property. The City reserves the right to search, without employee consent, all City owned property, and any property or area jointly or fully controlled by the City when reasonable cause exists to believe the search will reveal evidence of violation of this policy. Nothing herein shall be construed to permit the City to the warrantless search of employee owned vehicles.

(h) Rehabilitation

- (1) The City recognizes the value of trained, experienced employees, and, to the extent it deems treatment and rehabilitation are effective, it will pursue those avenues prior to resorting to disciplinary measures.
- (2) Any counseling required or agreed to under this policy shall be at City expense. Further, appointments with the E.A.P. may be scheduled on City time with prior approval of the employee's supervisor, for up to three (3) visits per year. The E.A.P. counselor may contact the Department Director for authorization for additional time off. Sick leave or other accrued time shall be used for time spent beyond the above limit request for the purpose of extended counseling or treatment. If the employee requests that the leave not be disclosed to his/her immediate supervisor, the Department Director shall maintain confidentiality regarding the reason for the leave.
- (3) The cost of treatment and rehabilitation beyond counselling by the E.A.P. shall be born by the City to the extent covered by existing labor contracts and health benefit plans.

(i) Testing Protocol

- (1) All Substance Abuse Examinations required under this policy shall be administered at Yakima Valley Memorial Hospital.
- (2) The employee shall provide samples of urine to test for the presence of

alcohol and/or drugs, and shall sign an authorization to release the results of those tests to the City Personnel Office.

- (3) Whenever a test sample of urine is required by this directive, it shall be administered in accordance with the following procedure.
 - (i) The urine sample is produced by the employee alone in a restroom. Hospital personnel examines the restroom before and after to ensure that no other samples were present and that no substances were available for tampering. Each sample shall be subjected to a laboratory testing protocol to detect tampering.
 - (ii) Hospital personnel takes the samples, seals them, labels them with the employee's identification, and signs a document which begins a formal chain-of-possession procedure. Each person who handles the samples, including the person who performs the test, must sign this document. When not being handled, the samples are stored appropriately. The purpose of this procedure is to insure that samples do not get switched during testing.
 - (iii) The laboratory test is conducted in two steps. The first is a general screen test for the major drugs of abuse and alcohol using the EMIT or comparable test. If any positive result is obtained, a second test is performed using a gas chromatograph/mass spectrometer (GC/MS) which provides molecular identification of the substances found in the sample. If alcohol is detected in the urine, the blood sample will be used for confirmation and to determine an accurate Blood Alcohol Level.

- (4) Examination results will be delivered only to designated City personnel who shall notify the employee's Department Director. The results may be made known to other management level City Personnel who are required to know for the purpose of determining appropriate discipline or counseling, but otherwise shall be kept confidential. Provided the personnel Division has the employee's current address and telephone number, the employee will be notified immediately when the results are received.

(j) Prohibited Acts

- (1) Reporting for work while under the influence of alcohol or drugs, or any substance which impairs and employee's mental or physical capacity is prohibited.
- (2) The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the work place, is prohibited.
- (3) Refusal to submit to or willful interference with any Substance Abuse Examination required in accordance with this policy is prohibited.
- (4) Failure to notify the Department Director within five (5) days of conviction of criminal drug statute violated in the work place is prohibited.
- (5) Failure to attend and cooperate in counseling when required in accordance with this policy is prohibited.

(k) Treatment/Discipline

- (1) In all cases of suspected substance abuse in the work place, the supervisor's

Substance Abuse Incident Report shall be forwarded to the employee's Department Director for further action. An employee suspected of substance abuse shall be relieved of duty, with pay, following any required examination, and shall be required to notify the office of his/her Department Director of his/her whereabouts at all times for the duration of the investigation. The Personnel Officer and the Department Director will determine the course of treatment or discipline as provided below.

- (2) Disciplinary action resulting from enforcement of this policy shall be in accordance with applicable bargaining agreements, City Administrative Code, and Civil Service rules. All established grievance procedures shall apply.
 - (3) The emphasis of this policy is training and rehabilitation. Disciplinary action for job misconduct in violation of this policy will be imposed up to and including termination when an employee does not make use of an approved treatment opportunity and the City finds discipline to be an appropriate response to the misconduct. An employee who has had treatment through the E.A.P. and who subsequently commits misconduct in violation of this policy may or may not be offered another opportunity for treatment in place of discipline, depending on the seriousness of the job misconduct and the lapse of time since last in treatment through the E.A.P.
 - (4) As required by the Federal Drug-Free Work Place Act of 1988, (Pub. L. 100-690, Title V, Subtitle D), within thirty (30) days of the city's receiving notice that an employee has been convicted of violating a criminal drug statute in the work place, the City will either take appropriate personnel action up to and including termination or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by a federal, state, or local health, law enforcement, or other appropriate agency.
- (1) Savings Clause - It is understood that all provisions of this policy are subject to applicable Federal, State, and Local laws, and if any provision of any section of this agreement is held or found to be in conflict therewith, said provision shall be void. However, such invalidity shall not affect the remaining sections of this policy.

8.12 DRUG-FREE WORKPLACE.

- (a) The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees is strictly prohibited.
- (b) Employees must notify the City prior to the next workshift of any conviction for a drug violation in the workplace.
- (c) Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete an assigned rehabilitation program is grounds for termination.

8.13 COMPLAINT PROCEDURES.

The City recognizes that sometimes situations arise in which an employee feels that he or she has not been treated fairly or in accordance with City rules and procedures. For this reason the City provides its employees with procedures for resolving complaints.

- (a) Step 1: An employee should first try to resolve any problem or complaint with

his/her supervisor.

- (b) Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies and procedures, the employee should attempt to resolve the problem with his/her Department Director. The Department Director will respond to the employee in writing within five (5) days after meeting with him/her, if possible.
- (c) Step 3: If the employee is not satisfied with the response from the Department Director, the employee may submit the problem, in writing, to the Mayor or his designee. The written complaint must contain, at a minimum:
 - (1) A description of the problem;
 - (2) A specific policy or procedure which the employee believes has been violated or misapplied;
 - (3) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
 - (4) The remedy sought by the employee to resolve the complaint.

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

- (d) The Mayor or his designee may meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within ten (10) days of the meeting. The Mayor or his designee's response and decision shall be final and binding.
- (e) Certain employees may have more than one source of dispute resolution rights, i.e., the City's Civil Service rules, a collective bargaining agreement, if any, and this complaint process. Employees represented by a bargaining unit or who are covered under civil service rules should follow grievance procedures set out in their respective labor contracts or civil service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

8.14 WHISTLE BLOWER POLICY.

The City of Selah adopts this policy on procedures for reporting improper governmental actions as required by the Local Government Employee Whistleblower Protection Act, Chapter 44 Laws of 1992 (SSB 6321). It is the policy of the legislature that local government employees should be encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions of local government officials and employees. It is the purpose of the Act to protect local government employees who make good-faith reports to appropriate the governmental bodies and to provide remedies for such individuals who are subjected to retaliation for having made such reports. This policy sets forth the appropriate procedures to follow for reporting such information. The adoption of this policy on procedures creates no affirmative duty not otherwise existing upon any employee to report improper governmental actions; creates no duties or obligations upon the City not otherwise existing; creates no benefit or right in any third party or employee not otherwise existing; and does not create, amend, or enlarge any contract between the City and any person.

(a) Definitions - Unless the context clearly requires otherwise, these definitions apply throughout this policy on procedures:

(1a) "Improper governmental action" means any action by a local governmental officer or employee:

(i) That is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment; and

(ii) That is 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.

(1b) "Improper governmental action" does not include personnel actions. Personnel actions include but are not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of the local government collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any action that may be taken under Chapter 41.08, 41.12, 41.14, 41.56, 41.59, or 53.18 RCW or RCW 54.04.170 and 54.04.180.

(2) "Retaliatory action" means any adverse change in a local government employee's employment status, or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action.

(3) "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

(b) Procedures for Reporting - City employees who become aware of improper governmental actions shall raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis of the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the Mayor or such other person as may be designated by the Mayor to receive reports of improper governmental action.

The employee may also report the information to the Yakima County Prosecutor Jeffrey Sullivan, whose offices are located in Yakima County Courthouse. Except in case of an emergency, before a City employee provides information of an improper governmental action to a person or entity who is not listed above, the employee must submit a written report to the City.

The supervisor, the Mayor or his designee, as the case may be, shall take prompt action to assist the City in properly investigating the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.

City employees who fail to make a good-faith attempt to follow these procedures in reporting improper governmental action shall not receive the protections provided by the Local Government Employees Whistleblower Protection Act.

- (c) Employee Protection Against Retaliatory Action - The City of Selah shall not take retaliatory action against any of its employees because the employee in good-faith provided information that an improper governmental action occurred in accordance with the Local Government Employee Whistleblower Protection Act. To obtain relief under the Act, any employee who believes he/she has been retaliated against for reporting improper governmental action shall provide a written notice of the charge of retaliatory action to the City of Selah Council. The notice shall specify the alleged retaliatory action and the relief requested. The charge must be delivered to the City no later than thirty (30) days after the occurrence of the alleged retaliatory action. The City shall have thirty (30) days to respond. After receipt of the City's response or after the last day upon which the City could respond, the employee may within fifteen (15) days request a hearing to be held before an administrative law judge. The employee's request for hearing shall be delivered to the Mayor's or the Mayor's designee within the fifteen (15) day period. Upon receipt of request for hearing, the City shall apply within five (5) working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee carries the burden of proving his or her claim by a preponderance of the evidence. The final decision of the administrative law judge is subject to review as set forth in the Act.
- (d) Availability/Amendment of Policy on Procedures - The City will post this policy on procedures, or a summary thereof, in a place where all employees will have reasonable access to it. A copy of this policy on procedures, or a summary thereof, will be made available to any employee upon request. The City reserves the right to amend this policy on procedures at any time and at will, and will post and make available upon request any such amendments.

CHAPTER 9
DISCIPLINE AND TERMINATIONS

9.1 DISCIPLINE.

- (a) All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.
- (b) Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.
- (c) The Mayor or his designee, as appropriate, has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case.
- (d) The following are examples of the types of behavior which may result in discipline:
 - (1) Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substances on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances. Law enforcement employees may be disciplined for illegal involvement with drugs or alcohol while off duty.
 - (2) Violation of a lawful duty.
 - (3) Insubordination.
 - (4) Absence from work without first notifying and securing permission from the supervisor.
 - (5) Habitual absence or tardiness for any reason.
 - (6) Unsatisfactory job performance, as determined by the City.
 - (7) Conviction of a felony or a misdemeanor involving moral turpitude.
 - (8) Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City.
 - (9) Inability, refusal or failure to perform the duties of the assigned job.
 - (10) Violation of duties or rules imposed by this manual, or by any other City rule, regulation or administrative order.
- (d) This list is not all-inclusive, but only serves as a general guide. The City may discipline or terminate employees for other reasons not stated above.
- (e) In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:
 - (1) **Oral Warning.** An oral warning is a counseling session between the employee's supervisor and the employee on the subject of the employee's conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's

efficiency and value to the City by changing the employee's conduct, attitude, habits, or work methods. Following the counseling session the supervisor shall provide the Mayor or his designee with documentation the oral warning, a copy of which shall be placed in the employee's personnel file.

- (2) **Written Reprimand.** A reprimand is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands are placed in the employee's personnel file.
 - (3) **Suspension.** A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action which is made part of the employee's permanent record.
- (f) Suspensions with pay, where the employee is placed on administrative leave, may be utilized by the Mayor or his designee pending the results of an investigation or disciplinary action where the Department Director determines that factors such as public confidence, the safety of the employee or the efficient functioning of the City call for such a suspension.

9.2 TERMINATION.

- (a) An employee may be terminated from City employment for any of the reasons listed below.
 - (1) During or at the end of the employee's trial period.
 - (2) As a result of disciplinary action.
 - (3) Due to loss of skills, certifications or other conditions which would make the employee unfit for service.
 - (4) When the City Council has made a determination that a lack of work or funding exists with respect to the employee's position. The City Council has sole discretion to make determinations of lack of work or lack of funding.
 - (5) If the employee has a physical or mental impairment that prevents him/her from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. Termination must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements. The City may require an examination at its expense performed by a physician of its choice. Failure to submit to such request may result in termination.
- (b) No employee will be disciplined or terminated for a discriminatory or otherwise illegal reason.

9.3 PRE-TERMINATION HEARING.

In the case of termination of an employee other than trial employees, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and to determine whether there is a reasonable presumption that the charges against the employee are valid and support termination.

- (a) In the event a Department Director desires to terminate an employee, the employee (other than at-will or trial employees) shall be provided with a notice of the

recommendation for termination. The notice shall include an explanation of the charges on which the recommendation is based, and the time and date for a pre-termination hearing. If the employee fails or refuses to appear, the termination may proceed.

- (b) Pre-termination hearings will be presided over by the Mayor or his designee or a designated representative.
- (c) At the hearing, the employee may show cause why he/she should not be terminated. The employee may bring one person to the hearing as an observer who is not allowed to participate in the hearing or interfere with its orderly process.
- (d) Within two (2) working days after the pre-termination hearing, the Mayor or his designee will usually issue a decision on whether there are reasonable grounds to believe the charges against the employee are true and support termination. A longer review period may be required in more complex situations. If the decision finds the charges credible, the termination may proceed. If the decision finds the charges questionable or insufficient for termination, the matter returns to the Department Director for further investigation or other disciplinary action short of termination.

9.4 LAYOFF.

- (a) The Mayor or his designee may lay off employees for lack of work, budgetary restrictions or other changes that have taken place.
- (b) Temporary employees or employees who have not completed their trial period will be laid off before regular employees are affected.
- (c) In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal.
- (d) Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

9.5 RESIGNATION.

An employee should provide two (2) weeks notice of resignation. This time limit may be waived by the Mayor or his designee.

9.6 DEATH.

Upon the death of an employee, all compensation due shall be paid to the surviving spouse or the estate of the employee.

CITY OF SELAH

PERSONNEL RULES AND REGULATIONS

January 1, 2011
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CHAPTER 1

GENERAL

1.1 PURPOSE/SCOPE

- (a) This manual is a general informational guide to the City's current employment policies and shall not be construed as a contract. The City reserves the right to amend, delete, supplement, or rescind any of the provisions of this manual, as the City deems necessary and appropriate, without advance notice. These policies shall not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. The City also reserves the right to deviate from these policies in individual situations, particularly in an emergency, in order to achieve its primary mission of providing orderly and cost efficient services to its citizens.
- (b) These personnel policies shall apply to all City employees. They shall not apply to elected officials and independent contractors. In the event of conflict between any provision of this manual and any provision of a valid and effective collective bargaining contract or in cases where the application of these policies would conflict with applicable Civil Service rules and regulations, the provisions of the labor contract and/or the Civil Service rules shall govern. In all other cases, these policies shall govern.

1.2 EQUAL EMPLOYMENT OPPORTUNITY

- (a) The City is an equal opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, medical condition, physical handicap or disability.
- (b) The City will not discriminate against applicants or employees with a sensory, physical or mental impairment, unless the impairment cannot be reasonably accommodated and prevents proper performance of an essential element of the job.
- (c) Employees with life-threatening illnesses, such as cancer, heart disease, or AIDS/HIV conditions, or communicable diseases such as tuberculosis or influenza are treated the same as all other employees. They are permitted to continue working so long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers and the condition does not compromise public health or safety. 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 when a substantial and unusual safety risk to fellow City employees or the public exists.

1.3 SEXUAL HARASSMENT

- (a) It is the policy of the City to provide a work environment for its employees which is free from discrimination and intimidation. The City will not tolerate any form of sexual harassment. Prompt disciplinary action will be taken against an employee who commits or participates in any form of sexual harassment.
- (b) Sexual harassment is defined as unwanted, unwelcome sexual advances, requests for sexual favors, and other verbal or sexually motivated physical conduct which has the effect of creating an offensive, intimidating, degrading or hostile work environment, or which adversely interferes with or affects an

employee's work performance or job advancement opportunities.

- (c) Any employee who believes he or she is being sexually harassed by supervisors or co-workers should immediately notify his/her Department Director and follow the complaint procedures set out in Section 8.13. In the event that the harassment involves the Department Director, he/she should notify the City Supervisor. The City will not retaliate against an employee who complains of sexual harassment. The City will designate an alternate person to notify for employees who feel more comfortable with the alternate.

1.4 DEFINITIONS

- (a) Department Director: An employee who is responsible to the Mayor for the administration of one or more departments.
- (b) Immediate Family: An employee's immediate family includes the employee's spouse, child, stepchild, parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent.
- (c) Regular Full-time Employee: An employee who has completed his/her trial period and who regularly works a minimum of forty (40) hours a week on a continuing basis.
- (d) Regular Part-time Employee: An employee who works fewer than forty (40) but at least twenty (20) hours a week in a budgeted position and is eligible for pro-rated City benefits.
- (e) Temporary Employee: Temporary employees are defined as those employees who hold jobs of limited duration, arising out of special projects, seasonal work requirements, abnormal work loads or emergencies. Temporary employees are not eligible for City benefits.
- (f) Mayor: The term "Mayor" shall mean the Mayor of the City of Selah and/or any individual designated by the Mayor to perform the duties and responsibilities of the Mayor.

1.5 EMPLOYEE PERSONNEL RECORDS

- (a) A personnel file for each employee is kept in a locked file cabinet, and access is limited to the Mayor, City Attorney, Payroll Clerk, City Supervisor, Clerk/Treasurer and Department Directors. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information allowed by state or federal law.
- (b) An employee has the right to review his/her file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.
- (c) Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without the employee's written release of specific information or as required by court order.
- (d) A working personnel file may be maintained by the Department Director.

1.6 REFERENCES

- (a) The City does not give references, other than to confirm the dates of employment and last salary, without the express written consent of the employee. The city reserves the right to decline to give a reference even in situations where an employee gives consent.
- (b) Only the Mayor or his designee will provide employment references on current or former regular City employees.

**CHAPTER 2
HOURS AND ATTENDANCE**

2.1 WORKING HOURS

- (a) Eight (8) consecutive hours, inclusive of rest periods, to exclude one (1) hour meal period, shall constitute a workday. Five (5) consecutive days, Monday through Sunday shall constitute a workweek. 4/10's Option: During the daylight savings time period (April through October) the workweek can be a 4/10's schedule. Ten (10) consecutive hours, inclusive of rest periods, but to exclude a one (1) hour meal period, shall constitute a workday. Four consecutive days, Monday through Sunday shall constitute a workweek. During Holiday weeks (as defined in Article 12.2) any employee working a 4/10 schedule shall automatically work 5/8's during the holiday week. The Mayor or his/her designee shall have sole discretionary power in determining sufficient staffing levels regarding scheduling.
- (b) Part-time and temporary employees will work hours as specified by their Department Directors.

2.2 OVERTIME AND COMPENSATORY TIME

- (a) All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA) regulations.
- (b) Non-exempt employees are entitled to additional compensation, either in additional monetary compensation or compensatory time off, when they work more than 40 hours during a work period.
- (c) All work performed in excess of the work day and/or work week as provided in Section 2.1 above, shall be compensated for at one and one-half (1½) times the employee's regular straight time hourly rate. All overtime work must be authorized in advance by the supervisor authorized to sign overtime. Exception: The employee may, at his option, take equivalent time off on the basis of one and one-half (1½) hours of compensatory time off for each one (1) hour of overtime worked. Compensatory time may accrue to a limit of forty (40) hours, with any time in excess of forty (40) hours paid at the applicable rate. Employees taking compensatory time off must use the accrued time within the following month's pay period. If the time off is not taken timely as stated above, the employee will be compensated at the applicable rate in the last pay period in the month following the accrual date. All compensatory time off must be scheduled seven days in advance. The Department Director or his designee, shall confirm or deny the requested compensatory time off.

**Note: Any accrued compensatory time currently on the books must be used prior to December 31, 2002. Any accrued but unused

compensatory time from calendar year 2002 and not used prior to December 31, 2002 shall be paid in the next payroll period.

- (d) When computing overtime, holidays, sick leave and vacation time are not counted as hours worked.
- (e) Exempt employees are not covered by the FLSA overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. The Mayor or his designee shall administer exempt employee compensatory time policies as established by the Mayor.

2.3 ATTENDANCE

- (a) Punctual and consistent attendance is a condition of employment. Each Department Director is responsible for maintaining an accurate attendance record of his/her employees.
- (b) Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one (1) day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message with the Department Director stating the reason for being late or unable to report for work.
- (c) Employees are expected to be at work even during inclement weather. Department Directors may allow employees to be late or leave early during severe weather conditions; however, nonattendance may be counted as absence from work and may be charged to accrued leave time.
- (d) An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

2.4 BREAKS AND MEAL PERIODS

Employees may take one (1) fifteen (15) minute break for every four (4) hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public. Meal periods shall be scheduled by the employee's Department Director. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid and usually one (1) hour in length.

2.5 STAND-BY

Many City positions are subject to periodic stand-by responsibilities. Unless the employee is specifically restricted to his home, work-site or other identified location during periods of stand-by, such time is not considered hours worked and is not eligible for compensation.

2.6 CALL BACK

All employees are subject to call-back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call-back is grounds for immediate disciplinary action, including possible termination. An employee should not respond to a call-back request if the employee has consumed alcohol or drugs which may affect the employee's ability to safely conduct his or her work. The employee shall inform the supervisor of the reason for failure to respond at the time the call-back is requested. Employees called back to duty will be paid their appropriate rate of pay for hours worked, including overtime pay, if applicable.

Non-exempt employees will be credited with a one (1) hour minimum for reporting back to work after completion of a normal work day.

2.7 PAYROLL RECORDS

The official payroll records are kept by the Clerk/Treasurer. Each Department Director shall turn in on a semi-monthly basis a signed work record for each employee within their department, noting time not worked and reason, i.e., vacation, sick leave, etc. Each work record shall be signed by the employee and approved by the Department Director. The Mayor or his designee shall approve work records for Department Directors.

CHAPTER 3 RECRUITING AND HIRING

3.1 RECRUITING

- (a) Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, sex, marital status, pregnancy, physical handicap, disability or age.
- (b) Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application.
- (c) Any applicant supplying false or misleading information is subject to immediate termination, if hired.

3.2 HIRING

- (a) When a position becomes vacant, the Department Director shall review the position, its job description and the need for such a position prior to any posting or advertisement of the vacancy. The Department Director will prepare and submit a written request to fill the position to the Mayor or his designee. The position will be posted and/or advertised only after the Mayor or his designee has approved the request.
- (b) Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities. The City may establish response time requirements for public safety and other positions.
- (c) Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years old and will be required to present a valid Washington State driver's license with any necessary endorsements. Special licenses may be required to operate certain vehicles. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.
- (d) The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and/or administer examinations.

- (e) After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination, and shall require testing for alcohol and other controlled substances as allowed by law. The purpose of the examinations is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or wellbeing of other employees or the public. The offer of employment may be conditioned on the results of the examination.
- (f) A candidate may be disqualified from consideration if: (1) the candidate is found physically unable to perform the duties of the position, and the individual's condition cannot reasonably be accommodated in the work place; (2) the candidate refuses to submit to a medical examination or complete medical history forms; or (3) if the exam reveals use of alcohol or other controlled substances.

3.3 TEMPORARY EMPLOYEES

- (a) With approval of the Department Director, temporary employees may be used during emergencies or other peak workload periods, to temporarily replace regular employees absent due to disability, illness, vacation or other approved leave, or to temporarily fill a vacancy until a regular employee is hired.
- (b) Temporary employees may be hired without competitive recruitment or examination.
- (c) Temporary employees are in positions not expected to last more than 1 year (may be extended to 2 years in some cases). Temporary employees are not eligible for benefits (insurance, retirement, holiday pay, vacations, etc.) regardless of hours worked.
- (d) Temporary employees are eligible for overtime pay as required by law.

3.4 TRIAL PERIOD

- (a) All newly hired employees or employees promoted to a new classification enter a trial period which is considered an integral part of the selection and evaluation process. During the trial period an employee is required to demonstrate suitability for the position through actual work performance.
- (b) The normal trial period is six (6) months from the employee's date of hire or promotion; however, longer periods may be established for positions requiring technical, professional, specialized, unusual or unique skills or qualifications.
- (c) An employee's trial period may be extended for up to an additional six (6) months (when needed due to circumstances such as extended illness or a need to continue to evaluate marginal performance) to properly evaluate the employee's performance. The trial period will not be shortened for any reason.
- (d) Trial employees accrue and may use sick leave. Vacation leave does not vest or become available for use until after the trial period is completed.
- (e) During the trial period, the employee may be terminated at any time without cause and without the right of appeal.
- (f) When a Department Director determines an employee has satisfactorily completed the trial period, the

Department Director shall prepare a written performance evaluation, which will be reviewed by the Mayor or his designee. If the trial period is satisfactorily completed, the employee may be certified to regular employment status.

3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)

- (a) Employees' immediate family members will not be employed by the City under any of the following circumstances:
 - (1) Where one of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
 - (2) Where one party would be responsible for auditing the work of the other;
 - (3) Where both parties would report to the same immediate supervisor;
 - (4) Where other circumstances might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the City; or
 - (5) Where one of the parties is a Council Member or Mayor of the City.

3.6 PROMOTIONS AND TRANSFERS

- (a) The City encourages current City employees to apply for vacant City positions for which they are qualified. Promotions and transfers are based on the Department Director's recommendation, work force requirements, performance evaluations, job descriptions and related City requirements.
- (b) Regular employees are eligible for promotion, transfer or voluntary demotion. To be considered for another position, an employee must have satisfactorily completed his/her trial period and possess the qualifications for the vacant position, unless such requirements are waived by the Mayor or his designee in the best interests of the City.

CHAPTER 4 COMPENSATION

4.1 SALARY CLASSIFICATION AND GRADES

Each job title within the City is classified into one of the City's classifications for salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule, which is approved annually by the City Council.

4.2 EMPLOYEE PAY RATES

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

- (c) Pay increases are contingent on satisfactory performance.
- (d) The Mayor or his designee may propose and the City Council may grant an across the board pay adjustment (cost of living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustment, if any, will not change an employee's pay anniversary date.

4.3 PAYDAY

City employees are paid on the 15th and last day of each month. If a regularly scheduled payday falls on a weekend or holiday, paychecks will be distributed on Friday.

4.4 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, applicable union contract, or statute.

4.5 TRAVEL - GENERAL

- (a) Travel is defined to include meals, lodging, public transportation, mileage reimbursement for private auto, and incidental expenses of travel. Rental auto expense shall be reimbursable only with the prior authorization of the Department Director.
- (b) City vehicles should be used for travel when assigned for such purposes. City vehicles shall only be used to transport City employees and persons directly involved in City operations.
- (c) When private transportation is used, mileage shall be advanced or reimbursed at the per mile rate approved by the Internal Revenue Service, from the work site to the destination and return.
- (d) Meal expense in local restaurants is not reimbursable unless the employee is attending a meeting or workshop at the restaurant and the meal is an integral part of the program. Business luncheons and dinners are reimbursable with the authorization of the City Supervisor. Reimbursements shall be for actual costs, including tips, limited by the applicable meal rates set in section 4.6(g). Receipts are required. Alcoholic beverage expenses will not be reimbursed. The procedure used for requesting an advance or reimbursement is the same as for out-of-town travel.
- (e) City credit cards shall not be used for private purposes.

4.6 OUT OF TOWN TRAVEL

- (a) All out-of-town travel, with the exception of routine travel within Yakima County, must be approved. Travel requests shall be forwarded to the Department Director for approval (Council members are exempt from this requirement). Unauthorized travel is not reimbursable.

- (b) Travel requests should be submitted at least seven (7) days before anticipated travel on the “Travel Request and Expense Report” form.
- (c) Travel approval will be conditional upon whether the travel will benefit the City or the employee’s performance of assigned duties, whether the travel was budgeted, whether sufficient budgeted funds remain in the travel line item and how the employee’s absence will impact City operations.
- (d) Request for travel advances should be submitted in sufficient time to be processed within the regular accounts payable schedule. Travel advances are for travel costs only and not for direct payment to vendors, pre-registration fees, airline tickets, etc.
- (e) Overnight travel shall be authorized only when made necessary by meeting schedules.
- (f) Lodging compensation: Receipts are required for reimbursement of lodging.
- (g) Meals: Meal entitlement will be paid by the City in a set amount approved by the Council in advance of travel. Meal entitlements may vary depending on the location of the conference or meeting.

Approved amounts shall include tips. Meal entitlements will not be paid when meals are included in the conference or meeting fees.

- (h) Reimbursement for miscellaneous expenses incidental to the travel may be approved when demonstrated to be necessary. Receipts are required.
- (i) Requests for travel reimbursement must be submitted on the “City Travel and Expense Report” form. Receipts must accompany reimbursement for lodging, commercial transportation and miscellaneous expenses.
- (j) If the traveler is authorized to use a City credit card for the travel, a copy of the credit receipt for each charge shall be attached to the travel form and the specific amount entered in the appropriate category.
- (k) Expense claim forms and travel advance reconciliations shall be submitted to an immediate supervisor within ten (10) days of return from travel. Class or seminar agendas are to be attached.
- (l) Travelers shall not receive double reimbursement for travel. Reimbursement from other agencies shall be deposited with the City if the traveler is reimbursed by the City. Employees shall travel under the expense guidelines of the reimbursing agency when such guidelines exist.

4.7 COMPENSATION UPON TERMINATION

When an employee’s employment with the City is terminated, the employee will receive the following compensation:

- (a) Regular wages for all hours worked up to the time of termination, which have not already been paid.
- (b) Any overtime or holiday pay due.

- (c) A lump sum payment of any accrued but unused vacation.
- (d) Non-exempt employees will receive compensation for accrued compensatory time.

CHAPTER 5 PERFORMANCE EVALUATIONS AND TRAINING

5.1 PERFORMANCE EVALUATIONS

- (a) To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions.
- (b) The City Supervisor is responsible for developing and maintaining the City's performance evaluation program.
- (c) Employees should be evaluated by their Department Directors at the midpoint and again prior to completion of their trial period and then at least once every twelve (12) months thereafter on the employee's anniversary date with the City.
- (d) The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a step increase, or is to be promoted, transferred, demoted, laid off, or terminated.
- (e) Failure to receive an evaluation should not be construed as approval or disapproval of job performance.

5.2 TRAINING POLICY

The City seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge, and abilities directly related to City employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, classes and seminars sponsored by other agencies or organizations.

CHAPTER 6 BENEFITS

6.1 RETIREMENT BENEFITS

- (a) 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.
- (b) All regular uniformed employees in the police and fire departments are covered by the Law Enforcement Officers and Firefighters Retirement System (LEOFF). Benefit levels and contribution

rates are set by the State of Washington.

- (c) All regular full-time and eligible part-time, non-uniformed employees are covered under the Public Employees' Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.
- (d) Employees intending to retire should notify their Department Director of their intent to retire at least three (3) months prior to the date of retirement.

6.2 DISABILITY BENEFITS

- (a) All employees are covered by the State Industrial insurance program (worker's compensation). This type of 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 for any disability resulting from job-related injuries or illnesses. All job-related accidents should be reported immediately to the Department Director.
- (b) When an employee is absent due to an on-the-job injury or accident, he/she is required to file a claim for Worker's Compensation. If the employee files a report to the Department of Labor & Industries, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Worker's Compensation benefits.
- (c) When the employee receives Worker's Compensation benefits, he/she is required to repay to the City the amount covered by Worker's Compensation previously advanced by the City. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.
- (d) The City 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 and responsibilities of the position.

6.3 INSURANCE BENEFITS

- (a) Regular full-time and regular part-time employees are eligible (and in some cases may be required) to participate in the City's insurance programs. Waiting/eligibility periods may apply to certain insurance programs. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.
- (b) Upon mutual agreement between the employee and the City, and in accordance with the terms and conditions of the insurance policy, the City will continue health insurance coverage at the employee's expense during an approved unpaid leave of absence. COBRA continuation rights may apply in the event coverage is not extended through the City.
- (c) While an employee is receiving Worker's Compensation benefits, the City may continue to pay the employee's health insurance premiums for one (1) month, after which the employee may choose to use his/her COBRA rights and self-pay insurance premiums.

- (d) Upon an employee's termination from City employment, at the employee's option and expense, the employee may elect to continue City health insurance benefits to the extent provided under COBRA.
- (e) An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA continuation rights.
- (f) The City will review annually its contribution toward employee health, vision and dental insurance benefits.

6.4 UNEMPLOYMENT COMPENSATION

City employees may qualify for Washington State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met.

6.5 TUITION PAYMENT

- (a) Any regular full-time employee shall be eligible and receive educational incentive pay for college degrees earned while in service as an employee with the City in fields related to job function or classification.

AA Degree - \$25.00 per month

BA Degree - \$50.00 per month

Masters Degree - \$75.00 per month

The City will reimburse any eligible employee for tuition cost incurred when attending job-related and accredited courses approved in advance. The employee must first utilize monies under other education subsidy programs utilizing State, Federal, or Private funds. Tuition repayment will be made upon presenting evidence of satisfactory completion to the City. Satisfactory completion means a final grade of C (2.0) or better. Thereupon, reimbursement will be made within the next pay period.

- (b) Any employee who utilized the Tuition Assistance Program cannot receive education incentive pay until the amount of assistance paid by the City has been repaid to the City at the rate of the degree earned. Upon completion of payment for the assistance received, the employee will then be eligible for degree monthly payments as appropriate to the degree earned.

The City will pay tuition costs for employees' job-related approved courses, unless tuition funds are available under other subsidized plans, such as L.E.A.P. The Department Directors will have the authority to identify courses as job-related. When employees are required to attend training sessions, they will be reimbursed for food, lodging, and transportation expenses in accordance with Sections 4.5 and 4.6. Tuition or seminar costs for required training sessions will be paid in advance by the City if notification has been provided to the Clerk/Treasurer's office within a reasonable time prior to the class.

6.6 LONGEVITY INCENTIVE PAY

Each regular part time and regular full time employee of the City of Selah shall be eligible to receive longevity pay, based on the schedule below as a separate check with their mid-December payroll, less standard deductions. Once a regular part time or regular full time employee has become eligible for longevity pay, they shall continue to be eligible so long as they remain either a regular full time or regular part time employee. In order to receive the longevity incentive pay an employee must be on the payroll of the City as of December 15 for the year longevity incentive pay is claimed. There will be no proration for employees who leave the City's employment prior to the December 15th cutoff date. Notwithstanding any statements to the contrary above, the Mayor, in his or her sole discretion may deny longevity incentive pay to an employee who has used excessive paid leave during the year of the claimed longevity incentive pay.

By way of example and not by limitation, the following example illustrates a situation where the Mayor would be justified in denying longevity incentive pay:

Employee is eligible to receive longevity pay. Employee commits conduct which would be grounds for termination by the City. Prior to official termination by the City, the employee, with a note from a doctor, takes sick leave. The employee remains on sick leave until December 15 of that year. The Mayor may deny longevity incentive pay.

Length of Service	Incentive Pay
0 to 60 months of service	0
61 to 120 months of service	2% of gross annual salary
Over 120 months of service	5% of gross annual salary

6.7 EMPLOYEE ASSISTANCE PROGRAM

The purpose of the City Employee Assistance Program is to establish a voluntary program of professional and confidential counseling and assistance to regular full-time and regular part-time employees whose job performance, health, or well-being are adversely affected by personal problems. The City recognizes that a wide range of personal problems, such as emotional or mental stress, marital or financial difficulties, or drug or alcohol dependency, can affect an employee's performance. These problems may or may not be caused by or related to the individual's responsibilities as an employee, but nevertheless, they have an effect on work performance, safety, or overall welfare of that employee, co-workers, and the City. Many times the employee is able to overcome these problems independently, once the fact that work performance is being affected is brought to his or her attention. However, in other instances, professional assistance may be needed to aid the employee in recognizing and overcoming personal difficulties.

In an effort to provide a means for assisting employees and their families in identifying, beginning to deal with, and hopefully overcoming problems of this nature, the City has established an Employee Assistance Program (EAP). The program is designed to allow the employee and his or her family to voluntarily and confidentially seek professional assistance from an independent counseling service. An EAP agency is an independent agency which provides professional and confidential diagnostic, counseling and referral service to City employees and their families by contract and at no cost to the employee.

When work performance problems are identified and cannot be corrected by the supervisor through normal corrective actions, use of the EAP will be suggested by the supervisor. The existence of non-work related personal problems does not release the employee from the responsibility to perform his/her job responsibility satisfactorily. Participation in the EAP will in no way jeopardize an employee's professional status, job security or promotional status. Utilization of the EAP agency during normal working hours will be subject to the use of sick leave.

The employee and his or her family may choose to use the agency's services independently without the suggestion of a supervisor. The self-initiated contact between the employee, his or her family and the agency will be confidential and records are not accessible to either the supervisor or the City. The EAP agency will provide up to three diagnostic sessions and, if necessary, a referral to potential service agencies for specific treatment. Coordination of medical benefits for the additional counseling or referral assistance by the EAP is determined by the medical plan covering the individual employee. Questions concerning insurance coverage can be referred to Human Resources.

CHAPTER 7 LEAVES OF ABSENCE AND TIME OFF

7.1 LEAVES

The City has eight (8) different types of leave:

- (a) Vacation leave
- (b) Sick leave
- (c) Leave without pay
- (d) Jury and Witness leave
- (e) Administrative leave
- (f) Military leave
- (g) Maternity leave
- (h) Childbirth leave
- (i) Performance leave

7.2 VACATION

- (a) Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
0-7 years	80 hours/2 weeks
8-10 years	120 hours/3 weeks
10+ years	144 hours/3 weeks + 3 days
15+ years	160 hours/4 weeks

- (b) An employee's vacation shall vest as of the completion of their probationary period. Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits.
- (c) Each department director is responsible for scheduling his/her employees' vacations without undue disruption of department operations. Leave requests shall be submitted at least two (2) weeks prior to taking vacation leave.
- (d) Vacation hours may be accrued; however, employees may not carry more than 240 hours at year-end. Employees will be paid for unused vacation time up to 240 hours, upon termination of employment.

7.3 SICK LEAVE

- (a) All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment.
- (b) Employees accrue and may use sick leave during their trial periods. Temporary employees do not earn sick leave benefits. Employees do not accrue sick leave benefits during a leave without pay.
- (c) Sick leave covers those situations in which an employee is absent from work due to:
 - (1) Physical injury, illness of the employee or preventive health care;
 - (2) The need to care for (a) a child of the employee with a health condition that requires treatment or supervision or (b) a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.
 - (3) Medical or dental appointments for the employee, dependent child, or other dependent family member if the employee is their primary caretaker, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
 - (4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - (5) Use of a prescription drug which impairs job performance or safety;
 - (6) Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, performance leave, compensatory time, or leave without pay may be used.
 - (7) The death of an immediate family member, not to exceed three (3) days without supervisor approval.
- (d) An employee may be required to provide a letter from a physician verifying an illness when absent in excess of three (3) consecutive 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 which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City. The City may require a written release from a physician prior to allowing the employee to return to work.
- (e) Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with the Department Director's prior approval, take leave without pay.
- (f) Employees leaving City service for any reason will not be paid for any unused sick leave accrued prior to December 31, 1999.
- (g) Sick Leave Incentive Program: Sick leave accrued after January 1, 2000 will be accounted for such that employees may, upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments), exercise an option to convert any of this unused sick leave at a rate equal to one (1) full day of the employee's monetary compensation for each four (4) full days accrued sick leave up to a maximum of 180 days converted to a maximum of 45 days pay.

7.4 LEAVE WITHOUT PAY

- (a) The Department Director may grant leaves of absence without pay for absence from work not covered

by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year.

- (b) The following requirements apply to leave without pay:
- (1) Leave may be granted to an employee for a period of up to ninety (90) days upon the approval of the Mayor or his designee. Further extensions are at the discretion of the Mayor or his designee.
 - (2) Accrued compensatory time, if any, must be exhausted prior to taking any leave without pay.
 - (3) An employee's benefits may be suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits may not accrue while an employee is on leave without pay.
 - (4) In certain circumstances, self-payment of benefits may apply. See Section 6.3 Insurance Benefits.
 - (5) An employee who fails to report promptly at the end of the unpaid leave is presumed to have abandoned the position. An employee returning from an unpaid leave may, at the City's option, return to the same position or similar position at a comparable rate of pay.
 - (6) If the leave without pay is due to an illness, the City may require a written release from a physician stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position.

7.5 JURY AND WITNESS LEAVE

- (a) Employees may be granted time off with pay to serve on a jury or as a court witness. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.
- (b) An employee granted such leave shall reimburse the City for any pay received while serving as a juror or witness.

7.6 ADMINISTRATIVE LEAVE

On a case-by-case basis, the City may place an employee on administrative leave with pay for an indefinite period of time, as determined by the Mayor or his designee to be in the best interests of the City.

7.7 MILITARY LEAVE

Employees who are members of the National Guard or federal reserve military units may be absent from their duties, with pay, for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty.

7.8 MATERNITY LEAVE/CHILDBIRTH LEAVE

The City shall comply with all State and Federal laws regarding maternity leave and childbirth leave.

7.9 PERFORMANCE LEAVE

The Mayor may grant to selected employees additional paid leave as a reward for superior performance. Employees will not be paid for unused performance leave upon termination, resignation or retirement.

7.10 HOLIDAYS

(a) The following holidays are recognized by the City:

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday	Upon Approval of Department Director

(b) Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

(c) Non-exempt regular full-time or part-time employees will be paid for the holiday plus their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the Department Director.

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

(e) New employees hired prior to July 1 will be entitled to a floating holiday for that year. New employees hired after that date will receive one half day floating holiday in the year hired. A floating holiday must be taken during the calendar year in which it is earned unless the employee has requested a personal holiday and the request has been denied. Upon termination of employment, an employee will not be compensated for an unused floating holiday.

7.11 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 Department Director's approval, take the day off using vacation, compensatory time, or leave without pay.

CHAPTER 8

EMPLOYEE RESPONSIBILITIES AND CONDUCT

8.1 GENERAL POLICY

- (a) All City employees are expected to represent the City to the public in a professional manner which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by the position and Department Director.
- (b) Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct. Among the City's expectations are: basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and cost-efficient services to its citizens.

8.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

- (a) Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:
 - (1) 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;
 - (2) is conducted during the employee's work hours;
 - (3) utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;
 - (4) is employment with a firm which has contracts with or does business with the City; or
 - (5) may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.
- (b) An employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she obtains prior approval from the Mayor or his designee. Each employee engaged in outside employment shall file a notice of intent to continue such employment prior to December 31 of each year.

8.3 POLITICAL ACTIVITIES

- (a) City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

- (b) Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a partisan political cause contribution.
- (c) Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendments Rights.

8.4 TOBACCO USE POLICY

For health and safety considerations, the City prohibits tobacco use by employees in all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices.

8.5 USE OF CITY VEHICLES AND EQUIPMENT

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other City equipment, including vehicles, should be used by employees for City business only. An employee's misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

8.6 BULLETIN BOARDS

Information of special interest to all employees is posted regularly on the City bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the mayor or his designee.

8.7 CONTACT WITH NEWS MEDIA

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

8.8 SEAT BELT POLICY

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

8.9 DRIVER'S LICENSE REQUIREMENTS

- (a) As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State Driver's license.
- (b) 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 Department Director and will

be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her Department Director.

- (c) Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination.

8.10 SAFETY

- (a) Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her Department Director. The City will make every effort to remedy problems as quickly as possible.
- (b) In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify the Department Director who shall immediately provide the Mayor or his designee with a written report of the nature, cause and extent of the accident.

8.11 MEDICAL EXAMS

- (a) Any physical examination, T.B. skin test, X-rays, required by the Employer shall be taken on Employer time whenever practical, and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer. All full-time regular employees will be subject to random urinalysis drug testing. The cost of the urinalysis shall be paid by the Employer and the testing shall occur on Employer time.

8.12 SUBSTANCE ABUSE POLICY

- (a) Purpose - The City of Selah recognizes that employees are its most important resource. In order to ensure that health, welfare, and safety of its employees, and the citizens whom they serve, the following policy regarding substance abuse in the work place is adopted.
- (b) Objectives:
 - (1) It is the policy of the City of Selah to provide a drug free work place for its employees.
 - (2) The City's philosophy on substance abuse is to emphasize training and rehabilitation. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.
 - (3) The following sections provide guidelines for employees and supervisors for the detection and deterrence of substance abuse. This is provided through pre-employment screening, supervisor and co-worker education, and, where reasonable cause exists, verified testing of current employees. The standards by which such tests will be conducted are set out. Acts which constitute a violation of this policy are defined, and the consequences for violation, are established.
- (c) Applicability - This policy applies to all permanent and temporary employees of the City of Selah. It is a condition of employment that the employee abide by the terms of this policy.
- (d) Definitions - For the purpose of this directive, the following terms have the meanings indicated:

- (1) Substance abuse means the use of a substance, including medically authorized drugs, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public, or other employees.
- (2) Reasonable cause means all of the facts and circumstances available at the time of an incident which would lead any reasonable person to the same conclusion.
- (3) Medically authorized drugs or substances means a drug or substance prescribed by a licensed practitioner/physician or dentist for use in the course of medical treatment.
- (4) Controlled substance means a substance whose dissemination or use is controlled by regulation or statute, including, but not limited to alcohol, narcotics, depressants, stimulants, hallucinogens and cannabis.
- (5) Conviction means a finding of guilt (including a plea of nolo cotendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal, State or City drug laws.
- (6) Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
- (7) Written medical authorization means a prescription or other written approval from a licensed practitioner/physician or dentist for the use of a drug in the course of medical treatment. The authorization must include the name of the substance, the period of authorization, and whether the prescribed medication may impair job performance.
- (8) Unreasonable delay means a delay of the testing procedure for a period of time which would render the test useless or inaccurate.
- (9) Counseling means participation in a substance abuse counseling program provided through the City of Selah Employee Assistance Program (E.A.P.)

(e) Education

- (1) The City of Selah recognizes the need to provide education and training in the areas of substance abuse and the major factors which contribute to it.
- (2) The City recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about their own substance abuse are encouraged to voluntarily seek assistance through the City Employee Assistance Program. All such Voluntary Requests for assistance will remain confidential.
- (3) An employee who has not received substance abuse awareness training shall not be subject to disciplinary action under this policy.

(f) Employee Rights and Responsibilities

- (1) Any voluntary request by an employee for assistance with his/her own substance abuse problem will remain confidential and shall not be used as the basis for any disciplinary action, provided that the request for assistance is initiated prior to a substance abuse related on-the-

job incident.

- (2) Each employee using medically authorized drugs or substances which can impair job performance shall report this fact to his/her supervisor prior to beginning duty, and shall provide proper written medical authorization to work. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair his/her job performance.
- (3) In accordance with the Drug Free Work Place Act of 1988, an employee who is convicted of any criminal drug statute for a violation occurring in the work place shall notify the City Personnel Office no later than five days after such conviction.
- (4) Each employee who observes or has knowledge of another employee in a condition which impairs his/her ability to perform job duties or poses a hazard to the safety and welfare of others shall promptly report the incident to his/her immediate supervisor.
- (5) An employee who is the subject of a substance abuse investigation, or who requests or is required to submit to a Substance Abuse Examination in accordance with this policy, shall be entitled to have a Union Representative or other observer of his/her own choosing present during the investigation, provided that such a request for an observer does not cause an unreasonable delay.

(g) Detection

- (1) Pre-employment Examination. All prospective employees of the City of Selah shall undergo a drug screening test prior to employment. A confirmed positive test for controlled substances, or refusal to take the examination, will result in disqualification for employment for a period of six months.
- (2) Examination for reasonable cause. An employee may be required to undergo a Substance Abuse Examination when reasonable cause exists to believe the employee is under the influence of a controlled substance and the steps outlined in the attached "Supervisors Checklist for Substance Abuse" are followed. The decision to conduct a Substance Abuse Examination shall be made only by the supervisor's Department Director or the Department Director's management level designee.
- (3) Searches of City owned property. The City reserves the right to search, without employee consent, all City owned property, and any property or area jointly or fully controlled by the City when reasonable cause exists to believe the search will reveal evidence of violation of this policy. Nothing herein shall be construed to permit the City to the warrantless search of employee owned vehicles.

(h) Rehabilitation

- (1) The City recognizes the value of trained, experienced employees, and, to the extent it deems treatment and rehabilitation are effective, it will pursue those avenues prior to resorting to disciplinary measures.
- (2) Any counseling required or agreed to under this policy shall be at City expense. Further, appointments with the E.A.P. may be scheduled on City time with prior approval of the

employee's supervisor, for up to three (3) visits per year. The E.A.P. counselor may contact the Department Director for authorization for additional time off. Sick leave or other accrued time shall be used for time spent beyond the above limit request for the purpose of extended counseling or treatment. If the employee requests that the leave not be disclosed to his/her immediate supervisor, the Department Director shall maintain confidentiality regarding the reason for the leave.

- (3) The cost of treatment and rehabilitation beyond counseling by the E.A.P. shall be born by the City to the extent covered by existing labor contracts and health benefit plans.

(i) Testing Protocol

- (1) All Substance Abuse Examinations required under this policy shall be administered at Central Washington Occupational Medicine.
- (2) The employee shall provide samples of urine to test for the presence of alcohol and/or drugs, and shall sign an authorization to release the results of those tests to the City Personnel Office.
- (3) Whenever a test sample of urine is required by this directive, it shall be administered in accordance with the following procedure:
 - (i) The urine sample is produced by the employee alone in a rest room. Hospital personnel examines the rest room before and after to ensure that no other samples were present and that no substances were available for tampering. Each sample shall be subjected to a laboratory testing protocol to detect tampering.
 - (ii) Hospital personnel takes the samples, seals them, labels them with the employee's identification, and signs a document which begins a formal chain-of-possession procedure. Each person who handles the samples, including the person who performs the test, must sign this document. When not being handled, the samples are stored appropriately. The purpose of this procedure is to insure that samples do not get switched during testing.
 - (iii) The laboratory test is conducted in two steps. The first is a general screen test for the major drugs of abuse and alcohol using the EMIT or comparable test. If any positive result is obtained, a second test is performed using a gas chromatograph/mass spectrometer (GC/MS) which provides molecular identification of the substances found in the sample. If alcohol is detected in the urine, the blood sample will be used for confirmation and to determine an accurate Blood Alcohol Level. 30
- (4) Examination results will be delivered only to designated City personnel who shall notify the employee's Department Director. The results may be made known to other management level City Personnel who are required to know for the purpose of determining appropriate discipline or counseling, but otherwise shall be kept confidential. Provided the personnel division has the employee's current address and telephone number, the employee will be notified immediately when the results are received.

(j) Prohibited Acts

- (1) Reporting for work while under the influence of alcohol or drugs, or any substance which impairs an employee's mental or physical capacity, is prohibited.
- (2) The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the work place, is prohibited.
- (3) Refusal to submit to or willful interference with any Substance Abuse Examination required in

- accordance with this policy is prohibited.
- (4) Failure to notify the Department Director within five (5) days of conviction of criminal drug statute violated in the work place is prohibited.
 - (5) Failure to attend and cooperate in counseling when required in accordance with this policy is prohibited.

(k) Treatment/Discipline

- (1) In all cases of suspected substance abuse in the work place, the supervisor's Substance Abuse Incident Report shall be forwarded to the employee's Department Director for further action. An employee suspected of substance abuse shall be relieved of duty, with pay, following any required examination, and shall be required to notify the office of his/her Department Director of his/her whereabouts at all times for the duration of the investigation. The Personnel Officer and the Department Director will determine the course of treatment or discipline as provided below.
 - (2) Disciplinary action resulting from enforcement of this policy shall be in accordance with applicable bargaining agreement, City Administrative Code, and Civil Service rules. All established grievance procedures shall apply.
 - (3) The emphasis of this policy is training and rehabilitation. Disciplinary action for job misconduct in violation of this policy will be imposed, up to and including termination, when an employee does not make use of an approved treatment opportunity and the City finds discipline to be an appropriate response to the misconduct. An employee who has had treatment through the E.A.P. and who subsequently commits misconduct in violation of this policy may or may not be offered another opportunity for treatment in place of discipline, depending on the seriousness of the job misconduct and the lapse of time since last in treatment through the E.A.P.
 - (4) As required by the Federal Drug-Free Work Place Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), within thirty (30) days of the City's receiving notice that an employee has been convicted of violating a criminal drug statute in the work place, the City will either take appropriate personnel action, up to and including termination, or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by a federal, state, or local health, law enforcement, or other appropriate agency.
- (1) Savings Clause - It is understood that all provisions of this policy are subject to applicable Federal, State, and Local laws, and if any provision of any section of this agreement is held or found to be in conflict therewith, said provision shall be void. However, such invalidity shall not affect the remaining sections of this policy.

8.13 DRUG-FREE WORK PLACE

- (a) The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees is strictly prohibited.
- (b) Employees must notify the City prior to the next work shift of any conviction for a drug violation in the work place.
- (c) Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete an assigned rehabilitation program is grounds for termination.

8.14 COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which an employee feels that he or she has not been treated fairly or in accordance with City rules and procedures. For this reason the City provides its employees with procedures for resolving complaints.

- (a) Step 1: An employee should first try to resolve any problem or complaint with his/her supervisor.
- (b) Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies and procedures, the employee should attempt to resolve the problem with his/her Department Director. The Department Director will respond to the employee in writing within five (5) days after meeting with him/her, if possible.
- (c) Step 3: If the employee is not satisfied with the response from the Department Director, the employee may submit the problem, in writing, to the Mayor or his designee. The written complaint must contain, at a minimum:
 - (1) A description of the problem;
 - (2) A specific policy or procedure which the employee believes has been violated or misapplied;
 - (3) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
 - (4) The remedy sought by the employee to resolve the complaint.

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

- (d) The mayor or his designee may meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within ten (10) days of the meeting. The Mayor or his designee's response and decision shall be final and binding.
- (e) Certain employees may have more than one source of dispute resolution rights, i.e. the City's Civil Service rules, a collective bargaining agreement, if any, and this complaint process. Employees represented by a bargaining unit or who are covered under civil service rules should follow grievance procedures set out in their respective labor contracts or civil service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

8.15 WHISTLE BLOWER POLICY

The City of Selah adopts this policy on procedures for reporting improper governmental actions as required by the Local Government Employee Whistleblower Protection Act, Chapter 44 Laws of 1992 (SSB 6321). It is the policy of the legislature that local government employees should be encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions of local government officials and employees. It is the purpose of the Act to protect local government employees who make good-faith reports to appropriate governmental bodies and to provide remedies for such individuals who are subjected to retaliation for having made such reports. This policy sets forth the appropriate procedures to follow for reporting such information. The adoption of this policy on procedures creates no affirmative duty not otherwise existing upon any employee to report improper governmental actions; creates no duties or obligations upon the City not otherwise existing; creates no benefit or right in any third party or employee not otherwise existing; and does

not create, amend, or enlarge any contract between the City and any person.

- (a) Definitions - Unless the context clearly requires otherwise, these definitions apply throughout this policy on procedures:
 - (1) “Improper governmental action” means any action by a local governmental officer or employee:
 - (i) That is undertaken in the performance of the officer’s or employee’s official duties, whether or not the action is within the scope of the employee’s employment; and
 - (ii) That is 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.
 - (2) “Improper governmental action” does not include personnel actions. Personnel actions include but are not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of the local government collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any action that may be taken under Chapter 41.08, 41.12, 41.14, 41.56, 41.59, or 53.18 RCW or RCW 54.04.170 and 54.04.180.
 - (3) “Retaliatory action” means any adverse change in a local government employee’s employment status, or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action.
 - (4) “Emergency” means a circumstance that if not immediately changed may cause damage to persons or property.
- (b) Procedures for Reporting - City employees who fail to make a good-faith attempt to follow these procedures in reporting improper governmental action shall not receive the protections provided by the Local Government Employees Whistleblower Protection Act.

The employee may also report the information to the Yakima County Prosecutor. Except in case of an emergency, before a City employee provides information of an improper governmental action to a person or entity who is not listed above, the employee must submit a written report to the City.

The supervisor, the Mayor or his designee, as the case may be, shall take prompt action to assist the City in properly investigating the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.

City employees who fail to make a good-faith attempt to follow these procedures in reporting improper governmental action shall not receive the protections provided by the Local Government Employees Whistleblower Protection Act.

- (c) Employee Protection Against Retaliatory Action - The City of Selah shall not take retaliatory action against any employee because the employee in good-faith provided information that an improper governmental action occurred in accordance with the Local Government Employee Whistleblower Protection Act. To obtain relief under the Act, any employee who believes he/she has been retaliated against for reporting improper governmental action shall provide a written notice of the charge of

retaliatory action to the City of Selah Council. The notice shall specify the alleged retaliatory action and the relief requested. The charge must be delivered to the City no later than thirty (30) days after the occurrence of the alleged retaliatory action. The City shall have thirty (30) days to respond. After receipt of the City's response or after the last day upon which the City could respond, the employee may within fifteen (15) days request a hearing to be held before an administrative law judge. The employee's request for hearing shall be delivered to the Mayor or the Mayor's designee within the fifteen (15) day period. Upon receipt of request for hearing, the City shall apply within five (5) working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee carries the burden of proving his or her claim by a preponderance of the evidence. The final decision of the administrative law judge is subject to review as set forth in the Act.

- (d) Availability/Amendment of Policy on Procedures - The City will post this policy on procedures, or a summary thereof, in a place where all employees will have reasonable access to it. A copy of this policy on procedures, or a summary thereof, will be made available to any employee upon request. The City reserves the right to amend this policy on procedures at any time and at will, and will post and make available upon request any such amendments.

CHAPTER 9 DISCIPLINE AND TERMINATIONS

9.1 DISCIPLINE

- (a) All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.
- (b) Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, including termination.
- (c) The Mayor or his designee, as appropriate, has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case.
- (d) The following are examples of the types of behavior which may result in discipline:
 - (1) Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substances on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
 - (2) Violation of a lawful duty.
 - (3) Insubordination.
 - (4) Absence from work without first notifying and securing permission from the supervisor.
 - (5) Habitual absence or tardiness for any reason.
 - (6) Unsatisfactory job performance, as determined by the City.
 - (7) Conviction of a felony or a misdemeanor involving moral turpitude.
 - (8) Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City.

- (9) Inability, refusal or failure to perform the duties of the assigned job.
- (10) Violation of duties or rules imposed by this manual or by any other City rule, regulation or administrative order.

This list is not all-inclusive, but only serves as a general guide. The City may discipline or terminate employees for other reasons not stated above.

- (e) In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:
 - (1) Oral Warning. An oral warning is a counseling session between the employee's supervisor and the employee on the subject of the employee's conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the City by changing the employee's conduct, attitude, habits, or work methods. Following the counseling session the supervisor shall provide the Mayor or his designee with documentation of the oral warning, a copy of which shall be placed in the employee's personnel file.
 - (2) Written Reprimand. A reprimand is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands are placed in the employee's personnel file.
 - (3) Upon request by an employee, documentation of an oral warning or a written reprimand may be removed from an employee's personnel file with authorization by the Mayor and/or his/her designee.
 - (4) Suspension. A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action which is made part of the employee's permanent record.
- (f) Suspensions with pay, where the employee is placed on administrative leave, may be utilized by the Mayor or his/her designee pending the results of an investigation or disciplinary action where the Department Director determines that factors such as public confidence, the safety of the employee or the efficient functioning of the City call for such a suspension.

9.2 TERMINATION

In the case of termination of an employee other than trial employees, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and to determine whether there is a reasonable presumption that the charges against the employee are valid and support termination.

- (a) In the event a Department Director desires to terminate an employee, the employee (other than at-will or trial employees) shall be provided with a notice of the recommendation for termination. The notice shall include an explanation of the charges on which the recommendation is based, and the time and date for a pre-termination hearing. If the employee fails or refuses to appear, the termination may proceed.
- (b) Pre-termination hearings will be presided over by the mayor or his designee or a designated representative.
- (c) At the hearing, the employee may show cause why he/she should not be terminated. The employee may bring one person to the hearing as an observer who is not allowed to participate in the hearing or

interfere with its orderly process.

- (d) The Mayor or his/her designee will within a reasonable period of time issue a decision on whether there are reasonable grounds to believe the charges against the employee are true and support termination. If the Mayor finds the charges credible, the termination may proceed. If the Mayor finds the charges questionable or insufficient for termination, the matter returns to the Department Director for further investigation or other disciplinary action short of termination.

9.3 LAYOFF

- (a) The Mayor or his/her designee may lay off employees for lack of work, budgetary restrictions or other changes that have taken place.
- (b) Temporary employees or employees who have not completed their trial period will be laid off before regular employees are affected.
- (c) In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal.
- (d) Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

9.4 RESIGNATION

An employee should provide two (2) weeks notice of resignation. This time limit may be waived by the Mayor or his designee.

9.5 DEATH

Upon the death of an employee, all compensation due shall be paid to the surviving spouse or the estate of the employee.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 07/09/2024
Agenda Number: 14B

Action Item

Title: Ordinance Amending Selah Municipal Code Chapter 1.10

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: This is part of the ongoing effort to update the Selah Municipal Code (SMC). City management recently implemented changes with regard to some employee positions, such as eliminating the combined position of clerk-treasurer, creating the position of finance director, and creating the (non-consolidated position) of city clerk. Those changes necessitate updating certain (but not all) sections within SMC Chapter 1.10.

For other reasons, additional sections within SMC Chapter 1.10 also require updating. Those updates will be proposed not all at once, but, rather, in separate batches at separate times. Some are proposed via the instant AIS and accompanying proposed Ordinance, whereas others will be separately proposed at a later date (such relocating, and somewhat rewriting, what currently exists within sections 1.10.042, 1.10.044, 1.10.045, 1.10.047 and 1.10.048 regarding police officers and fire department employees from SMC Title 1 into SMC Title 2 when other currently-being-drafted rewrites of SMC Chapter 1.18, SMC Title 2, SMC Title 6, SMC Title 10 and/or SMC Title 11 become ready to be proposed.)

The changes currently being proposed are as follows:

- (1) Enacting a new SMC section 1.10.018, so as to establish the office of finance director;
- (2) Enacting a new SMC section 1.10.019, so as to confirm that the previously-consolidated position of clerk-treasurer is now abolished;
- (3) Amending the preexisting SMC section 1.10.020, so as to establish the office of city clerk and negate any requirement for the officeholder of such position to provide a penal bond (because penal bonds will henceforth only be required of the finance director and his/her departmental subordinates due to such positions regularly

handling city funds, and of the police chief position due to an applicable state law that requires such position to provide a bond);

- (4) Amending the preexisting SMC section 1.10.021, so as to more accurately express the compensation provided to councilmembers and the reimbursement process for expenses incurred by councilmembers;
- (5) Amending the preexisting SMC section 1.10.022, so as to more accurately express the compensation provided to the mayor and the reimbursement process for expenses incurred by the mayor;
- (6) Amending the preexisting SMC section 1.10.031, so as to (i) make a formatting change as to the section's title; (ii) allow an appointment to temporarily serve on an interim basis in a position that is otherwise "exclusive" while the current officeholder continues to serve; (iii) update position titles consistent with changes (1) through (3) set forth above within this AIS; and (iv) reorganize the list of positions so as to be more consistent with the order in which the positions have been listed on the most-recent salary and wage ordinance (just in an effort to promote consistency of presentation);
- (7) Amending the existing SMC section 1.10.040, so as to remove the unduly-narrow reference to "teamster contracts" and to make it read more universally (so that it will not need to be amended should any current or future bargaining group join a union other than the Teamsters); and
- (8) Amending the existing SMC section 1.10.130, so as to update it and make it more accurately reflect state law.

The accompanying proposed Ordinance shows all of the proposed changes, with most being shown in editing marks for ease of reference (whereas double-underlined editing marks are not set forth for completely new sections because those sections are, as stated, completely new rather than partial rewrites of preexisting sections.)

Although many changes are proposed, this is really just a housekeeping matter. As noted above, additional changes will be proposed at a later date. It is simply not feasible, logistically or legally, to propose all changes at the same time. Logistically, the presentation would become too long and too confusing, for staff and for the city council, if all changes were proposed at once. Legally, some changes will likely need to be first presented to the Planning Commission, before they are presented to the City Council. The changes currently proposed will, if adopted and implemented, enable work to progress on other future changes that also need to occur.

Recommended Motion: I move to approve the Ordinance in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

ORDINANCE NO. 2231

ORDINANCE AMENDING SELAH MUNICIPAL CODE CHAPTER 1.10

WHEREAS, City staff has recommended that Chapter 1.10 of the Selah Municipal Code (SMC) be amended in various regards, so as to conform with changes that have been recently implemented by City management; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Enactment of New SMC Section 1.10.018. That a new SMC section 1.10.018 be and is enacted to read and provide as shown below:

1.10.018 Finance director.

(a) There is created the office of finance director, which shall be filled by appointment by the mayor. The finance director shall have the authority, duties and qualifications specified – whether for a treasurer, finance director, or any similar position – by state law, the Selah Municipal Code, and the job description of such position as approved by the city council, each in its presently-existing form and any future form following any amendment, replacement or recodification.

(b) The person appointed to the office of finance director shall execute a bond, upon beginning performance and whenever necessary to effectuate renewal, as set forth in SMC Chapter 1.18.

Section 2. Enactment of New SMC Section 1.10.019. That a new SMC section 1.10.019 be and is enacted to read and provide as shown below:

1.10.019 Consolidated clerk-treasurer position abolished.

The consolidated position of clerk-treasurer, which previously existed, is now abolished. The authority and duties of such previously-existing consolidated position are now segregated, with the clerk authority and duties now assigned to the city clerk under SMC section 1.10.020 and the treasurer authorities and duties now assigned to the finance director under SMC 1.10.018.

Section 3. Amendment of SMC Section 1.10.020. That the title and body of SMC section 1.10.020 be and are amended to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC 1.10.020 on the internet):

1.10.020 ~~City clerk treasurer.~~City clerk.

~~(a) — Consolidation. The office of city treasurer shall be consolidated with the office of city clerk on the effective date of the ordinance codified herein and the clerk thereafter shall exercise all the powers and perform all the duties required by statute or ordinance to be performed by the city treasurer.~~

~~(b) — Effective Date of Consolidation. The effective date of the ordinance codified herein shall be the first day of the calendar month immediately following three months from the date of publication of the ordinance codified herein. From the former date, the office of treasurer shall be abolished.~~

~~(c) — Penal Bond. The person appointed to the office of clerk treasurer shall execute a bond approved by the council in the penal sum of thirty thousand dollars prior to the performance of any duties to the appointed office.~~

There is created the office of city clerk, which shall be filled by appointment by the mayor. The city clerk shall have the authority, duties and qualifications specified – for a city clerk – by state law, the Selah Municipal Code, and the job description of such position as approved by the city council, each in its presently-existing form and any future form following any amendment, replacement or recodification.

Section 4. Amendment of SMC Section 1.10.021. That the title and body of SMC section 1.10.021 be and are amended to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC 1.10.021 on the internet):

1.10.021 ~~Compensation for councilmen.~~Compensation and reimbursement for councilmembers.

~~Councilmembers shall each receive the sum of three hundred twenty five dollars as a flat monthly amount. Councilmembers shall be reimbursed for actual expenses incurred in the discharge of their official duties upon presentation of that claim and its allowance and approval.~~

(a) Each councilmember shall be paid three hundred twenty-five dollars gross per calendar month, and a lesser prorated gross sum for any portion of a calendar month, that the councilmember holds office. This compensation amount may not be increased or diminished for a councilmember after he/she is elected or during his/her term of office, due to the restriction set forth in the presently-existing form of Article XI, section 8 of the state constitution and such restriction is permanently incorporated within this section by this reference. Each councilmember may also be provided coverage under the city's vision insurance, if any.

(b) Each councilmember shall be reimbursed for actual expenses reasonably incurred in the discharge of his/her official duties upon presentation of a corresponding claim and approval thereof by a vote of the city council.

Section 5. Amendment of SMC Section 1.10.022. That the title and body of SMC section 1.10.022 be and are amended to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC 1.10.022 on the internet):

1.10.022 Compensation and reimbursement for the mayor.

~~The mayor shall receive the sum of one thousand dollars as a flat monthly amount, provided the council may amend the compensation before the oath is administered to any person assuming the position of mayor. The mayor shall be reimbursed for actual expenses incurred in the discharge of their official duties upon presentation of that claim and its allowance and approval.~~

(a) The mayor shall be paid one thousand dollars gross per calendar month, and a lesser prorated gross sum for any portion of a calendar month, that he/she holds office. This compensation amount may be increased only in accordance with the state constitution, including the presently-existing form of Article XXX, section 1 which is permanently incorporated within this section by this reference. This compensation amount may not be diminished after the mayor is elected or during his/her term of office, due to the restriction set forth in the presently-existing form of Article XI, section 8 of the state constitution and such restriction is permanently incorporated within this section by this reference. The mayor may also be provided coverage under the city's vision insurance, if any.

(b) The mayor shall be reimbursed for actual expenses reasonably incurred in the discharge of his/her official duties upon presentation of a corresponding claim and approval thereof by a vote of the city council.

Section 6. Amendment of SMC Section 1.10.031. That the title and body of SMC section 1.10.031 be and are amended to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC 1.10.031 on the internet):

1.10.031 Full-time regular nonunion employees – Nonexclusive list – Discretion to ~~C~~combine – Salary restrictions.

(a) The list set forth in subsection (f) of this section is an illustrative and not exhaustive list of the full-time regular nonunion employee positions that presently exist and that are contemplated to be potentially occupied in future years. The city may, at the discretion of the mayor, hire and employ full-time regular nonunion employees in additional or different positions beyond those recited in subsection (f) of this section; provided, however, in each such circumstance the salary payable to any such employee shall not exceed the maximum amount specified on the then-applicable salary ordinance for the lowest-paid position in the department (as

specified in subsection (f) of this section) where such employee is employed unless the city council validly approves a higher salary for such employee.

(b) No employee may ever be paid a salary that exceeds the maximum amount specified on the then-applicable salary ordinance for the position held by such employee.

(c) The city may, at the discretion of the mayor, combine multiple positions for any period of time; provided, however, in each such circumstance the salary payable to any employee for performing combined positions shall not exceed the maximum amount specified on the then-applicable salary ordinance for the highest-paid of the combined positions unless the city council validly approves a higher salary for such employee; and provided further, any permanent assignment of the city attorney position shall require valid approval by the city council pursuant to Section 1.10.012 and any permanent assignment of the city administrator position shall require valid approval by the city council pursuant to Section 1.10.015(a).

(d) The city is not obligated to fill each position recited in subsection (f) of this section. The list recited in subsection (f) of this section is a list of positions by general label and not, by contrast, a designation of job duties or obligations.

(e) Positions recited in subsection (f) of this section that are preceded by asterisk (*) are nonexclusive positions and thus multiple employees may be simultaneously and separately employed in those positions at the same time. By contrast, positions recited in subsection (f) of this section that are not preceded by an asterisk (*) are exclusive positions and thus shall only be held by one employee at a time; provided however, a new or current employee may serve on an interim basis for a period not exceeding sixty-two calendar days in a position that is "exclusive" while a previously-appointed employee continues to serve in such position.

(f) For purposes of this section (and consistent with the city's salary and wage ordinance), the respective departments where full-time nonunion regular employees may be employed are labeled as "Administration," "Community Development," "Community Services," "Public Works: Administration and Utilities," "Public Works: Wastewater Treatment Plant," "Police Department" and "Fire Department." ~~"Administrative," "Community Services," "Public Works: Administration and Utilities," "Public Works: Community Development," "Public Works: Wastewater Treatment Plant," "Police Department" and "Fire Department."~~ The current illustrative and not exhaustive list of positions, which is set forth in no particular order of rank or importance, is the following:

~~Administrative:~~ Administration:
City administrator;
~~Clerk-treasurer;~~ Finance director;
City attorney;

~~Human resources manager; City clerk;~~
~~Public records officer; Human resources and community outreach specialist;~~
~~*Administrative assistant (aka/k/a executive assistant);~~
~~Payroll and accounts payable specialist;~~
~~Utility billing specialist;~~
~~Court clerk and administrator.~~

Public Works: Community Development:
Community development supervisor (a/k/a community planner or code drafter);
Building and code inspector;
Code enforcement and stormwater management officer;
*Planning and building permit specialist.

Community Services:
Community services manager;
Recreation coordinator – Youth sports;
Recreation coordinator – Civic center.

Public Works: Administration and Utilities:
Public works director;
Public works utility supervisor;
*Public works administrative assistant;
Engineering technician.

~~Public Works: Community Development:~~
~~Community development supervisor (aka community planner or code drafter);~~
~~Building and code inspector;~~
~~Code enforcement and stormwater management;~~
~~*Planning and building permit specialist.~~

Public Works: Wastewater Treatment Plant:
Wastewater treatment plant supervisor;
Wastewater treatment plant operator IV;
*Wastewater treatment plant operator III;
*Wastewater treatment plant operator II;
*Wastewater treatment plant operator I;
*Wastewater treatment plant operator trainee;
*Wastewater treatment plant mechanic.

Police Department:
~~Chief of police; Police chief;~~
~~Deputy chief of police; Deputy police chief;~~
~~Police Lieutenant.~~

Fire Department:
Fire chief;

Deputy fire chief (Step 3, Step 2 or Step 1);
Captain (Step 3, Step 2 or Step 1);
Lieutenant (Step 3, Step 2 or Step 1);
*Firefighter – Step 3;
*Firefighter – Step 2;
*Firefighter – Step 1;
*Firefighter – Probationary;
*Fire department administrative assistant.

Section 7. Amendment of SMC Section 1.10.040. That the title and body of SMC section 1.10.040 be and are amended to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC 1.10.040 on the internet):

1.10.040 ~~Classification for city of Selah union members.~~Union employees and compensation.

~~Union employee classifications shall be listed in the current teamster contracts. The position and compensation amount for each employee who is a member of a union shall be specified within a collective bargaining agreement or memorandum of understanding between the city and the union.~~

Section 8. Amendment of SMC Section 1.10.130. That the title and body of SMC section 1.10.130 be and are amended to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC 1.10.130 on the internet):

1.10.130 ~~City clerk treasurer appointed as agent for receipt of damage claims.~~City clerk and city attorney appointed as agents for receipt of damage claims.

(a) — ~~Appointment.~~ The city clerk treasurer is hereby appointed and designated as the city of Selah's agent for purposes of damage claims against the city.

(b) — ~~Identity, Address, and Regular Business Hours.~~

—— (1) — ~~Identity.~~ The city clerk treasurer is identified as Dale Novobielski, (or his successor to the position of city clerk treasurer for the city of Selah), or his or her designee.

—— (2) — ~~Address.~~ City of Selah City Hall, currently located at 115 W. Naches Avenue, Selah, Washington, 98942 or as City Hall may be relocated in the future.

—— (3) — ~~Normal Business Hours.~~ Normal business hours are eight a.m. to five p.m. Monday through Friday, except for legal holidays.

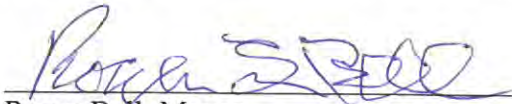
The city clerk and city attorney are, jointly and severally, appointed as the city's agents for purposes of receiving any claim for damages (a/k/a tort claims) made under RCW Chapter 4.96 or its replacement. The identities of such officeholders, the address(es) where they may be reached and the normal business hours of the city shall be recorded with the Yakima County Auditor's Office, and updated when necessary, pursuant to RCW 4.96.020(2) or its replacement.

Section 9. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 10. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), Chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

Section 11. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of July, 2024.


Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:


Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024

Agenda Number: 14C

Action Item

Title: Ordinance Amending the 2024 Budget Beginning January 1st, 2024 Cash & Investments and Ending Cash & Investments as of June 30th, 2024.

From: Kimberly Grimm, Finance Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: \$ 1,663,566 increase in estimated Beginning Cash & Investments

Funding Source: Fund 001 General \$ 113,765, Fund 103 Fire Control \$ 219,845, Fund 110 City Street \$ 75,320, Fund 111 Street Improvement \$ 130,185, Fund 113 Paths & Trails \$535, Fund 115 Local Access St. Improv \$ 27,206, Fund 118 Civic Center \$ 216, Fund 119 Transit \$ 31,945, Fund 121 Tourism \$ 5,509, Fund 140 Contingency Reserve \$ 71,910, Fund 150 Fire Equipment Res \$ 139,541, Fund 170 CE Equipment Res \$ 99,511, Fund 153 EMS Equipment Reserve \$ 1,238, Fund 170 CE Equipment Reserve \$ 56,560, Fund 171 Public Works Equipment Res \$ 479,055, Fund 180 Drugs & Alcohol Comm. Res. (\$ 4), Fund 181 Crime Prev. Res. (\$ 35), Fund 301 Capital Improve. (\$ 75,917), Fund 303 Fire Control Building Reserve (\$ 1,115) Fund 308 Civic Center Capital Project \$ 308, Fund 310 CE Building/Property Reserve \$ 109,609, Fund 411 Water (\$ 12,531), Fund 415 Sewer (\$ 86,619), Fund 420 Solid Waste \$ 11,208, Fund 461 Water Reserve \$ 276,029, and Fund 465 Sewer Reserve \$ 90,874.

Background/Findings/Facts: To amend the 2024 budget for the estimated amount of cash and investments (fund balance) carried over from 2023. Each year the estimated beginning balances adopted in the prior years budget process must be updated to their actual values. These actual values now reflect adjustments, transfers and open period items for the year ended December 31, 2023. These accurate balances are needed so department heads and management can accurately access their resources to complete their scheduled projects.

Recommended Motion: I move to approve this Ordinance in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

ORDINANCE NO. 2232

ORDINANCE AMENDING THE 2024 BUDGET BEGINNING CASH & INVESTMENTS

WHEREAS, the City desires to approve miscellaneous adjustments to the 2024 budget;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows; that the Finance Director be authorized to amend the 2024 Budget as follows:

<u>001 General</u>		
001.308.91.00.00	New Unassigned Cash & Investments – Beg.	\$ 1,146,947
001.508.91.00.00	New Unassigned Cash & Investments – Ending	\$ 970,846
<u>103 Fire Control</u>		
103.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 2,859,502
103.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 3,034,404
<u>110 City Street</u>		
110.308.51.00.00	New Assigned Cash & Investments – Beg.	\$ 332,076
110.508.51.00.00	New Assigned Cash & Investments – Ending	\$ 226,876
<u>113 Paths & Trails</u>		
113.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 4,227
113.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 4,242
<u>115 Local Access Street Improv.</u>		
115.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 195,429
115.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 186,797
<u>118 Civic Center</u>		
118.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 35,668
118.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 38,537
<u>119 Transit</u>		
119.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 574,075
119.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 625,769
<u>121 Tourism</u>		
121.308.91.00.00	New Unassigned Cash & Investments – Beg.	\$ 33,479
121.508.91.00.00	New Unassigned Cash & Investments – Ending	\$ 62,494
<u>140 Contingency Reserve</u>		
140.000.090.308.91.00.00	New Unassigned Cash & Investments – Beg.	\$ 1,565,375
140.000.090.508.91.00.00	New Unassigned Cash & Investments – Ending	\$ 1,577,891

<u>150 Fire Equipment Res.</u>		
150.000.022.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 694,800
150.000.008.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 901,800
<u>153 EMS Equipment Reserve</u>		
153.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 28,388
153.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 29,388
<u>170 CE Equipment Reserve</u>		
170.308.91.00.00	New Unassigned Cash & Investments – Beg.	\$ 665,961
170.508.91.00.00	New Unassigned Cash & Investments – Ending	\$ 642,940
<u>171 Public Works Equipment</u>		
171.308.31.00.00	New Reserve Cash & Investments – Beg.	\$ 586,383
171.508.31.00.00	New Reserve Cash & Investments – Ending	\$ 594,867
<u>180 Drug & Alcohol Community Res.</u>		
180.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 4,606
180.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 4,806
<u>181 Crime Prevention Res.</u>		
181.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 3,653
181.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 3,848
<u>301 Capital Improvement</u>		
301.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 988,204
301.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 1,090,704
<u>303 Fire Control Building Res.</u>		
303.308.31.00.00	New Restricted Cash & Investments – Beg.	\$ 64,403
303.508.31.00.00	New Restricted Cash & Investments – Ending	\$ 81,933
<u>308 Civic Center Capital Projects</u>		
308.308.51.00.00	New Assigned Cash & Investments – Beg	\$ 10,264
308.308.51.00.00	New Assigned Cash & Investments – Ending	\$ 10,667
<u>310 CE Building/Property Res.</u>		
310.308.51.00.00	New Assigned Cash & Investments – Beg	\$ 1,133,609
310.508.51.00.00	New Assigned Cash & Investments – Ending	\$ 1,166,609
<u>411 Water</u>		
411.308.51.00.00	New Assigned Cash & Investments – Beg	\$ 1,385,509
411.508.51.00.00	New Assigned Cash & Investments – Ending	\$ 1,028,625

<u>415 Sewer</u>		
415.308.51.00.00	New Assigned Cash & Investments – Beg.	\$ 546,965
415.508.51.00.00	New Assigned Cash & Investments – Ending	\$ 1,037,321
 <u>420 Solid Waste</u>		
420.308.51.00.00	New Assigned Cash & Investments – Beg	\$ 211,940
420.508.51.00.00	New Assigned Cash & Investments – Ending	\$ 206,447
 <u>461 Water Reserve</u>		
461.308.51.00.00	New Committed Cash & Investments – Beg	\$ 2,664,196
461.508.51.00.00	New Committed Cash & Investments – Ending	\$ 1,923,167
 <u>465 Sewer Reserve</u>		
465.308.51.00.00	New Restricted Cash & Investments – Beg.	\$ 870,248
465.508.51.00.00	New Restricted Cash & Investments – Ending	\$ 776,122


PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 26th day of March, 2024.


 Roger Bell, Mayor

ATTEST:


 Kimberly Grimm, Finance Director (a/k/a Clerk-Treasurer)

APPROVED AS TO FORM:


 Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 7/9/2024

Agenda Number: 14D

Action Item

Title: Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Increase of \$862 monthly / \$10,344 annually for Public Works Director position (\$5,172 for remainder of calendar year), increase of \$1,069 monthly / \$12,828 annually for **each of two** Coordinator positions in Community Services Division (\$6,414 per position for remainder of calendar year), increase of \$441 monthly / \$5,292 annually for the Code Enforcement & Stormwater Management Specialist position (\$2,646 for remainder of calendar year), and increase of \$642 monthly / \$7,704 annually for the Planning & Building Permit Specialist position (\$3,852 for remainder of calendar year).

Funding Source:

- For PW Director:
 - 35% Sewer Ops Fund 415 (\$301.70 per month / \$1,810.20 remainder of year)
 - 35% Water Fund 411 (\$301.70 / \$1,810.20)
 - 20% Street Improvement Fund 111 (\$172.40 / \$1,034.40)
 - 5% Street Admin Fund 110 (\$43.10 / \$258.60)
 - 5% Transit Fund 119 (\$43.10 / \$258.60)
- For Community Services Coordinators:
 - 100% General Fund 001
- For Code Enforcement & Stormwater Management Specialist:
 - 50% Code Enforcement Fund 001 (\$220.50 per month / \$1,323 remainder of year)
 - 50% Sewer – Stormwater Mgmt Fund 415 (\$220.50 / \$1,323)
- For Planning & Building Permit Specialist:
 - 25% Building Inspect Fund 001 (\$160.50 per month / \$1,926 remainder of year)
 - 25% Sewer – Stormwater Mgmt Fund 415 (\$160.50 / \$1,926)
 - 15% Planning/Community Development Fund 001 (\$96.30 / \$1,155.60)
 - 15% Solid Waste Fund 420 (\$96.30 / \$1,155.60)
 - 10% Water Fund 411 (\$64.20 / \$770.40)
 - 5% Code Enforcement Fund 001 (\$32.10 / \$385.20)

- 5% Street Admin Fund 110 (\$32.10 / \$385.20)
- 5% Sewer Operations Fund 415 (\$32.10 / \$385.20)

Background/Findings/Facts: Earlier this year, the City Administration completed an analysis of compensation for non-represented employees. This analysis included identifying a comparable set of cities in Central and Eastern Washington of comparable sized populations and/or budgets. The cities used as comparables are, in alphabetical order: Clarkston, College Place, Connell, Ephrata, Goldendale, Othello, Prosser, Quincy, Toppenish, Union Gap, and Zillah.

The analysis was completed utilizing the Association of Washington Cities (AWC) Salary and Benefits Survey data for 2023. A 2023 monthly salary was identified for each non-represented position, and an assumption of a five percent (5%) Cost of Living Adjustment (COLA) was applied to arrive at a comparable compensation rate for 2024.

Results of the compensation analysis was shared with Council Members in meetings of less than quorum participants. In reviewing the data, the administration identified two positions in the City that are markedly under paid by comparison, and that the incumbents in those positions are strong performers. Those positions are the Public Works Director and the Coordinators in the Community Services division (i.e., recreation and Civic Center).

For the Public Works Director position, the City of Selah is currently paying in the lower third of the comparable set, and the incumbent in this position is also paid less than the Finance Director, the other non-public safety department director. The incumbent Public Works Director has been with the City of Selah for nearly three years, and has consistently performed at a high level, both in securing grant monies and completing projects. Current administration is also aware that the previous administration intended to include a salary adjustment for the Public Works Director in the 2024 budget, but that it was not included for unknown reasons. It is the recommendation of the administration that the Public Works Director position be reclassified to have the same pay scale as the Finance Director position.

For the Community Services coordinator positions, an expanded comparable set had to be utilized as only one other of the initially-identified set had such a position. The administration utilized the AWC Salary Survey tool to identify cities between 5,000 and 12,500 population (Selah: 8,450) and \$800,000,000 and \$1,200,000,000 assessed value (Selah ≈ \$952,823,000). This search resulted in one additional Eastern Washington city (Airway Heights) and five Western Washington cities that met the criteria and have a comparable position. In analyzing the average and median figures for comparables, the administration utilized the website *bestplaces.net* to adjust the salaries of the Western Washington cities for cost of living. The actual amounts and the adjusted amounts are attached to this AIS.

Based on the comparable data for the Community Services coordinator positions, it is the Administration's recommendation to reclassify these positions to the City's current pay scale for Administrative Assistant positions. These positions include the Payroll/Accounts Payable and Utility Billing/Business License Specialist positions, the Administrative Assistants in the Fire and Public Works Departments, and the Court Clerk & Administrator. The Administration is also recommending reclassifying the Code Enforcement & Stormwater Management Specialist and the Planning & Building Permit Specialist to this same pay scale so as to align the "Specialist" positions throughout the City. Each of the incumbents in these positions have been noted by their department management for exemplary performance.

Recommended Motion: I move to approve the Ordinance in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
03/26/2024	Ordinance No. 2222 – Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Employment Positions
02/27/2024	Ordinance No. 2221 – Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Employment Positions
01/09/2024	Ordinance No. 2218 – Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Employment Positions
12/12/2023	Ordinance No. 2215 – Ordinance Establishing the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Employment Positions

ORDINANCE NO. 2233

ORDINANCE ESTABLISHING THE 2024 BASE SALARY AND WAGE SCHEDULE FOR UNREPRESENTED (A/K/A NON-UNION) POSITIONS

WHEREAS, the City needs to establish the salary and wage schedule that will apply for the City's unrepresented (a/k/a non-union) positions during the calendar year of 2024;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Salary and Wage Rates for 2024. From the effective date of the instant Resolution through the remainder of the calendar year of 2024, the following respective monthly salary ranges and hourly wage ranges will apply for the City's unrepresented (a/k/a non-union) positions:

Full-Time Regular Employee
Positions Established by
SMC 1.10.031(f):

(all figures are gross)
Monthly Salary:

	<u>minimum</u>	<u>maximum</u>
<u>Executive</u>		
<u>Administration</u>	(ranges of approx. 15%)	
City Administrator	\$ 9,600	\$11,262
Finance Director	\$ 8,600	\$10,131
City Attorney	\$12,900	\$15,070
City Clerk	\$ 6,400	\$ 7,504
HR & Community Outreach Spclst.	\$ 4,375	\$ 5,107
Payroll & Accts. Pyabl. Spclst.	\$ 4,375	\$ 5,107
Utility Billing Specialist	\$ 4,375	\$ 5,107
Court Clerk & Administrator	\$ 4,375	\$ 5,107
<u>Community Development</u>	(ranges of approx. 15%)	
Community Dvlpmt. Superv. (a/k/a Cmty. Plnr. or Code Dftr.)	\$ 7,500	\$ 8,821
Building & Code Inspector	\$ 5,000	\$ 5,943
Code Enfor. & Strwtr. Mgmt.	\$ 4,375	\$ 5,107
Plnng. & Bldg. Permit Spclst.	\$ 4,375	\$ 5,107
<u>Community Services</u>	(ranges of approx. 15%)	
Community Services Mngr.	\$ 4,600	\$ 5,462
Recr. Coord. – Youth Sports	\$ 4,375	\$ 5,107
Facility Coord. – Civic Center	\$ 4,375	\$ 5,107

Public Works

Administration & Utilities

	(ranges of approx. 15%)	
Public Works Director	\$ 8,600	\$10,131
Public Works Utility Superv.	\$ 7,500	\$ 8,821
Public Works Engineer Tech.	\$ 4,600	\$ 5,369
Public Works Admin. Asst.	\$ 4,100	\$ 5,107

Wastewater Treatment Plant

	(ranges of approx. 15%)	
WWTP. Supervisor	\$ 6,900	\$ 8,130
WWTP. Lab Tech IV	\$ 5,500	\$ 6,325
WWTP Lab Tech III	\$ 5,300	\$ 6,217
WWTP. Operator IV	\$ 5,300	\$ 6,217
WWTP. Operator III	\$ 5,100	\$ 5,952
WWTP. Operator II	\$ 4,700	\$ 5,577
WWTP. Operator I	\$ 4,450	\$ 5,198
WWTP. Operator Trainee	\$ 4,100	\$ 4,820
WWTP. Mechanic	\$ 4,400	\$ 5,150

Police Department

	(ranges of approx. 15%)	
Police Chief	\$ 9,964	\$11,634
Police Lieutenant	\$ 8,600	\$10,080

Fire Department

Fire Chief	(range of approx. 15%)	
	\$10,200	\$11,991
	(step ranges of approx. 4%)	
Deputy Fire Chief – Step 3	\$ 9,242	\$ 9,593
Deputy Fire Chief – Step 2	\$ 8,890	\$ 9,242
Deputy Fire Chief – Step 1	\$ 7,683	\$ 8,890
Captain – Step 3	\$ 7,479	\$ 7,684
Captain – Step 2	\$ 7,274	\$ 7,479
Captain – Step 1	\$ 7,070	\$ 7,274
Lieutenant – Step 3	\$ 6,884	\$ 7,070
Lieutenant – Step 2	\$ 6,699	\$ 6,884
Lieutenant – Step 1	\$ 6,504	\$ 6,699
Firefighter – Step 3	\$ 5,983	\$ 6,504
Firefighter – Step 2	\$ 5,286	\$ 5,983
Firefighter – Step 1	\$ 5,062	\$ 5,286
Firefighter – Probationary	\$ 4,300	\$ 5,062
	(range of approx. 20%)	
Fire Dept. Admin. Asst.	\$ 4,300	\$ 5,107

**Part-Time, Seasonal &
Temporary Positions:**

**(all figures are gross)
Hourly Rate:**

	<u>minimum</u>	<u>maximum</u>
Office Assistant	\$ 17.58	\$ 20.51
PW. Laborer II	\$ 18.64	\$ 21.53
PW. Laborer I	\$ 16.28	\$ 18.38
Recr. Sports Supervisor	\$ 16.28	\$ 18.38
Recr. Programs: Spts. Ref. III	\$ 16.28	\$ 17.22
Recr. Programs: Spts. Ref. II	\$ 16.28	\$ 16.91
Recr. Programs: Spts. Ref. I or Scorekeeper	\$ 16.28	\$ 16.80

The state-wide minimum wage during 2024 will be \$16.28 per hour. As allowed by state law, any referee or scorekeeper who is 14 or 15 years of age may be employed at an hourly rate that is 85% of the then-applicable minimum wage, which will equate to \$13.84 per hour during the calendar year of 2024.

Section 2. Clarifications and Cross-References. The following clarifications and cross-references apply:

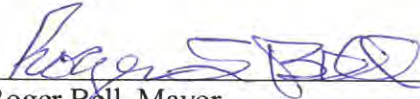
- a. Not every position recited above is presently occupied as of the date of this Ordinance and the City is not required to fill every position. As allowed by SMC 1.10.031(e), some positions recited above are nonexclusive positions, which means that multiple people may occupy those positions at the same time.
- b. As allowed by SMC 1.10.031(a) & (c), additional or different positions may be created at the discretion of the Mayor, and multiple positions may be combined at the discretion of the Mayor so long as the salary/wage rate paid to any person occupying a combined position does not exceed the maximum amount specified on this Ordinance for the highest-paid of the combined positions or a new amount specifically approved by the City Council.
- c. This Ordinance establishes a salary/wage range for each position. Whenever the City advertises an opening as to any position recited above, the full salary/wage range should be specified within the advertisement(s). Any new person hired into a fulltime position recited above should ordinarily begin at, or near, the minimum rate amount specified for that position. Thereafter, one or more periodic salary/wage increase(s) should occur when appropriate prior to the person then earning the maximum salary/wage for the fulltime position. When a person is promoted from a fulltime position to a higher fulltime position, the person may immediately be paid the maximum rate specified for the higher fulltime position at the discretion of the Mayor.
- d. This Ordinance only establishes base salary rates and base wage rates. By contrast, it does not establish, guarantee or restrict any fringe benefits (such as insurance coverage, vacation and leave accruals, and retirement accruals), any longevity pay accruals or any overtime or

comp time accruals that might exist or apply.

- e. As reflected by its title and body, this Ordinance only pertains to unrepresented (a/k/a non-union) positions. Represented employees (a/k/a union members) will be paid the salaries/wages specified by the then-applicable Collective Bargaining Agreement (or other union contract) that governs their employment. As of the date of this Ordinance, most Police Department employees and many Public Works Department employees are represented employees (a/k/a union members).
- f. Ordinance No. 2185 was the applicable salary and wage ordinance for the year of 2023.

Section 3. Publishing and Effective Date. A summary of this Ordinance shall be published in the City's official newspaper, consistent with RCW 35A.12.120 and .160. This Ordinance shall take effect and be in full force at 12:01 a.m., Thursday, August 1, 2024.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of July, 2024.



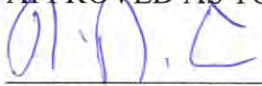
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:



Rob Case, City Attorney



EXECUTIVE DEPARTMENT — CLERK-TREASURER/ FINANCE DIRECTOR

Municipality	Population	Title	2023 Flat/Maximum Salary (Monthly)	2024 Salary (5% COLA) (Monthly)	2023 Flat/Maximum Salary (Yearly)	2024 Salary (5% COLA) (Yearly)
City of Zillah	3,215	Deputy Clerk-Treasurer	\$4,913	\$5,159	\$58,956	\$61,904
City of Goldendale	3,485	Clerk-Treasurer	\$5,580	\$5,859	\$66,957	\$70,305
City of Connell	4,960	Treasurer	\$6,302	\$6,617	\$75,621	\$79,402
City of Toppenish	8,900	Administrative Services Director	\$8,835	\$9,276	\$106,014	\$111,315
City of Prosser	6,445	Finance Director	\$9,248	\$9,710	\$110,974	\$116,523
City of Union Gap	6,660	Finance & Administration Director	\$9,271	\$9,735	\$111,253	\$116,815
City of College Place	9,890	Finance Director	\$9,444	\$9,916	\$113,322	\$118,988
City of Clarkston	7,220	Clerk/Treasurer	\$9,620	\$10,101	\$115,440	\$121,212
City of Selah	8,450	Clerk/Treasurer	\$9,649	\$10,131	\$115,788	\$121,577
City of Ephrata	8,690	Finance Director/City Clerk	\$9,950	\$10,448	\$119,400	\$125,370
City of Othello	9,005	Finance Officer	\$11,881	\$12,475	\$142,575	\$149,704
Average			\$8,608	\$9,039	\$103,300	\$108,465
Median			\$9,271	\$9,735	\$111,253	\$116,815



PUBLIC WORKS DEPARTMENT – DIRECTOR

Municipality	Population	Title	2023 Flat/Maximum Salary (Monthly)	2024 Salary (5% COLA) (Monthly)	2023 Flat/Maximum Salary (Yearly)	2024 Salary (5% COLA) (Yearly)
City of Connell	4,960	Public Works Director	\$7,202	\$7,562	\$86,425	\$90,746
City of Zillah	3,215	Public Works Director	\$7,599	\$7,979	\$91,185	\$95,745
City of Ephrata	8,690	Public Works Director	\$7,649	\$8,031	\$91,788	\$96,377
City of Selah	8,450	Public Works Director	\$8,828	\$9,269	\$105,936	\$111,233
City of Prosser	6,445	Public Works Director	\$8,910	\$9,355	\$106,918	\$112,264
City of Union Gap	6,660	Public Works/Community Development Director	\$9,271	\$9,735	\$111,253	\$116,815
City of Clarkston	7,220	Public Works Director	\$9,620	\$10,101	\$115,440	\$121,212
City of Toppenish	8,900	Public Works Director	\$9,987	\$10,486	\$119,844	\$125,836
City of Goldendale	3,485	City Administrator/Public Works Director	\$10,190	\$10,699	\$122,274	\$128,388
City of Quincy	8,065	Public Works Director	\$10,316	\$10,832	\$123,795	\$129,985
City of College Place	9,890	Public Works Director	\$10,426	\$10,947	\$125,112	\$131,368
City of Othello	9,005	Public Works Director	\$10,885	\$11,430	\$130,625	\$137,156
Average			\$9,608	\$10,089	\$115,299	\$121,062
Median			\$9,804	\$10,294	\$117,642	\$123,522



EXECUTIVE DEPARTMENT – COMMUNITY SERVICES

COORDINATOR

Municipality	Population	Title	2023 Flat/Maximum Salary (Monthly)	2024 Salary (5% COLA) (Monthly)	2023 Flat/Maximum Salary (Yearly)	2024 Salary (5% COLA) (Yearly)
City of Airway Heights	11,280	Parks & Recreation Coordinator	\$3,702	\$3,887	\$44,420	\$46,641
City of Selah	8,450	Recreation/Facility Coordinator	\$3,846	\$4,038	\$46,152	\$48,460
City of Quincy	8,690	Recreation Coordinator	\$4,378	\$4,597	\$52,534	\$55,161
City of Chehalis	7,400	Administrative Assistant	\$4,656	\$4,889	\$55,872	\$58,666
City of Pacific	7,270	Activity Coordinator	\$4,889	\$5,134	\$58,669	\$61,602
City of Fircrest	7,235	Recreation Program Coordinator	\$6,012	\$6,313	\$72,144	\$75,751
City of Yelm	10,770	Communications & Recreation Coordinator	\$6,824	\$7,165	\$81,888	\$85,982
City of Sultan	6,730	Utility Lead Worker	\$7,542	\$7,919	\$90,501	\$95,026
Average			\$5,231	\$5,493	\$62,773	\$65,911
Median			\$4,773	\$5,011	\$57,270	\$60,134



EXECUTIVE DEPARTMENT – COMMUNITY SERVICES

COORDINATOR

Municipality	Population	Title	2023 Flat/Maximum Salary (Monthly)	2024 Salary (5% COLA) (Monthly)	2023 Flat/Maximum Salary (Yearly)	2024 Salary (5% COLA) (Yearly)
City of Airway Heights	11,280	Parks & Recreation Coordinator	\$3,702	\$3,887	\$44,420	\$46,641
City of Selah	8,450	Recreation/Facility Coordinator	\$3,846	\$4,038	\$46,152	\$48,460
City of Quincy	8,690	Recreation Coordinator	\$4,378	\$4,597	\$52,534	\$55,161
City of Chehalis	7,400	Administrative Assistant	\$4,699	\$4,947	\$56,393	\$59,369
City of Pacific	7,270	Activity Coordinator	\$3,857	\$4,060	\$46,279	\$48,714
City of Fircrest	7,235	Recreation Program Coordinator	\$4,721	\$4,969	\$56,647	\$59,628
City of Yelm	10,770	Communications & Recreation Coordinator	\$6,201	\$6,527	\$74,411	\$78,327
City of Sultan	6,730	Utility Lead Worker	\$6,480	\$6,821	\$77,762	\$81,855
Average			\$4,735	\$4,981	\$56,825	\$59,769
Median			\$4,539	\$4,772	\$54,464	\$57,264

Consulted bestplaces.net for cost of living comparison. Salaries for Cities of Chehalis, Pacific, Fircrest, Yelm, and Sultan adjusted for Cost of Living for Selah.