



AGENDA

PSERN Operator Board of Directors Meeting

October 3, 2023

Location: PSERN Conference Room 19717 62nd Ave S, E102, Kent, WA 98032

Virtual meeting: Microsoft Teams (details below)

Date: Tuesday, October 3, 2023

Time: 1:00 p.m. – 1:30 p.m.

Microsoft Teams Meeting: Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-425-653-6586 Meeting ID: 975 100 443#

Directors: Chief Harold Scoggins (Chair), Dwight Dively, Commissioner Chris Elwell, Kurt Triplett, Lora Ueland, Chief Dan Yourkoski

Alternates: Undersheriff Jesse Anderson, Shawn Hayes, Kristin Meitzler, Brad Miyake, Mark Schmidt

Agenda Details:

1. Call to Order – Meeting Chair 1:00 p.m.
2. Roll Call – Tracey Doss 1:00 - 1:02 p.m.
3. Public Comment – Meeting Chair 1:02 – 1:05 p.m.

Board Chairperson to open floor for public comment. Members of the public are invited to address the Board of Directors for a period of time not to exceed three minutes.

4. Consent Agenda – Meeting Chair 1:05 – 1:08 p.m.

Note: Directors can request to have any item removed from the consent agenda.

- a. Approve August 24 Meeting Minutes
- b. Resolution 23-08, AWC HCP ILA

(Decision: Approve the Consent Agenda)

5. Employee Policy Handbook – Executive Director 1:08 - 1:20 p.m.

(Decision: Approve the Employee Policy Handbook)

6. Operator Employment – Pay Schedules/Transition Provisions
Executive Director 1:20 – 1:30 p.m.

(Decision: Approve the Classification Schedule and Salary Schedule)

(Decision: Approve the one-time exceptions for transferring employees)

Adjourn

Next Meeting: October 26, 2023

PSERN Board of Directors Agenda

Item #4



Title: Consent Agenda

PSERN Operator Board of Directors Meeting Date: October 18, 2023

PSERN Staff Contact: Tracey Doss, Administrator

Action: Decision

Appendix A: August 24, 2023 Meeting Minutes

Appendix B: Resolution 23-08 to adopt the Association of Washington Cities Trust Health Care Programs Interlocal Agreement

MOTION: That the PSERN Operator Board approve the Consent Agenda.



MINUTES
PSERN Operator Board of Directors Meeting
August 2023

Location: PSERN Conference Room 19717 62nd Ave S, E102, Kent, WA 98032

Virtual meeting: Microsoft Teams (details below)

Date: Thursday, August 24, 2023

Time: 3:45 p.m. – 5:00 p.m.

Microsoft Teams Meeting: Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-425-653-6586 Meeting ID: 975 100 443#

Directors Present: Chief Harold Scoggins (Chair), Dwight Dively, Brad Miyake in for Kurt Triplett, Lora Ueland, Chief Dan Yourkoski

Attendees: Peter Altman, Tracey Doss, Andrew Dzedzic, Adrian Englet, Anju John, Hank Krajewski, Assistant Chief Lombard, David Mendel, Kimberly Nuber, Tracy Plouse, Mike Webb

Agenda Details:

1. Call to Order – Chief Scoggins 3:45 p.m.
2. Roll Call – Tracey Doss 3:45 p.m.
3. Public Comment – Chief Scoggins 3:45 – 3:46 p.m.

Board Chairperson to open floor for public comment. Members of the public are invited to address the Board of Directors for a period of time not to exceed three minutes.

No public comment.

4. Consent Agenda – Chief Scoggins 3:46 – 3:47 p.m.

Note: *Directors can request to have any item removed from the consent agenda.*

- a. Approve July 27 Meeting Minutes
- b. Payment Approvals

Motion: Dwight Dively made a motion to approve the Consent Agenda. Lora Ueland seconded the motion. Members unanimously approved the motion.

5. Action Register Review – Chief Scoggins 3:47 p.m.

One action, #18, for the Operator to look into options on how it could offset higher out of pocket medical expenses for transferring employees, will be discussed in agenda item #9.

6. Executive Director Report – Mike Webb 3:47 – 3:53 p.m.

Although the report does not cover the project, it was noted that user transition and radio deployment has completed.

Anju John joined the Operator on August 1. Staffing is still at 6 since the Admin Specialist position is now vacant.

Peter Altman, from Summit Law Group, helped develop the Employee Policy Handbook Draft and has joined the meeting for the discussion in agenda 8.

An additional option to add an HRA (Health Reimbursement Account) to the benefits package will be discussed in agenda 9.

Invoicing has been set up in the financial system and the Operator plans to begin to provide agencies with the 2024 service fee estimates by September 15. Fees will be based on radio quantities procured by the project and sent to agencies for their review. 2024 1Q invoices will be issued by November 15 and due January 1. Invoices will go out quarterly.

The Operator has engaged Fearey, a digital public relations consultant, to work on the stakeholder engagement strategy and a new website. The kick-off meeting was held and one-on-one meetings with board members are planned. This will be discussed in detail in agenda 10.

Upcoming meeting topics include:

For September (note that this meeting is moved to October 3 and will have a truncated agenda):

- Approval of Employee Policy Handbook.
- Approval of terms of job offers for transitioning employees from King County.
- Update of Board of Directors' Workplan.

For October:

- Update on Transfer Agreement execution and workplan.
- Report on establishing PSERN Operating Board.

For December:

- Final wrap up of Transfer Agreement execution and transition to Operator.

7. Startup Spending Update – Tracy Plouse 3:53 – 3:55 p.m.

The spending plan has been updated as of July 31. Costs for the first half of the fiscal year are less than forecasted due to delays in staffing and other startup costs.

Assuming the Operator does not acquire additional staff, existing startup funds are sufficient to fund the organization through the end of 2023, with a surplus of approximately \$300K.

Some costs have been pushed from the first half to the second half of the year due to delays.

Expenditures for the fiscal year as of July 31 are \$1.139M.

8. Draft Employee Policy Handbook – Mike Webb 3:55 – 4:07 p.m.

Peter Altman, employment and labor attorney, was introduced to the board and is available for any questions on the draft handbook.

The staffing agreement with King County adopted in 2021 will be terminated shortly after FSA, when the PSERN Operator starts to directly employ its staff. The Operator is guided by the ILA, Article 8.2.1.2 that directs the Operator to offer benefits similar to King County for transferring employees. Summit Law Group was engaged to develop an employee handbook.

The handbook is still in draft form and needs a section on background checks and security clearance added to the final.

The draft handbook covers a variety of topics. Two general categories will be discussed here, proposed one-time exceptions for transferring employees and where the handbook differs from King County.

One-time exceptions for transferring employees will not be documented in the Employee Policy Handbook but will be outlined in offer letters that will be sent at the beginning of October.

Employee Policy Handbook Section 6: Probationary Periods, transferring employees will not be subject to an initial probationary period if they have already completed their probationary period with King County.

Section 10: Wage Steps and Classification System, offer letters will document any advanced placement on the Operator's salary step system. The Executive Director will have discretion to place transferring employee on the salary step that recognizes their experience and qualifications.

Section 30: Vacation Leave, transferring employees will be placed on the vacation accrual scheduled based on their years of service with King County. The Executive Director has discretion to place transferring employees at a higher step on the vacation accrual schedule.

Vacation leave will be front loaded and can be used immediately but is not available for cash out until it has been earned. Unused vacation from King County as of December 31, 2023 will be cashed out and not transferred to the Operator. Transferring employees will officially separate from King County prior to becoming Operator employees.

Section 32: Sick Leave, transferring employees will receive 12 days of front-loaded sick leave for 2024, available for use immediately.

There are some sections of the PSERN Operator policies that different from King County's policies.

Section 20: Timekeeping/Exempt Employees, exempt employees who are absent for four or more hours in a workday are required to deduct vacation leave based on actual leave used, in 1-hour increments. Exempt employees who are absent less than 4 hours in a workday are not required to use vacation leave.

Section 30: Vacation Leave/Credit and Frontloading for Prior Industry Service, the Operator has the discretion to credit new hires with prior years of service for their initial placement on the

Operator's vacation accrual schedule, and to frontload new hires with an initial allotment of vacation leave. These terms are at the discretion of the Executive Director and will be stated in new hire offer letters.

Section 32: Sick Leave Credit and Frontloading for Prior Industry Service, the Operator has the discretion to frontload new hires with an initial allotment of sick leave, for immediate use upon hire. These terms are at the discretion of the Executive Director and will be stated in new hire offer letters.

Section 33: Federal Family and Medical Leave Act (FMLA), as a small public employer with under 50 employees, the Operator's employees are not eligible for FMLA leave benefits. Instead, the Operator provides comparable leave benefits through Washington's Paid Family and Medical Leave program (PFML).

Section 34: Washington Paid Family and Medical Leave (PFML), as a small employer with under 50 employees, the Operator is not required to provide job protected PFML leave. However, the Operator will participate in the PFML program.

Section 49: Resignations and Retirement, unless the 2 week notice period is waived by the Executive Director based on a personal emergency, employees who fail to provide the requested 2 weeks' advance notice are subject to a deduction of their final vacation cash-out equal to days in which notice was not provided.

The Operator requests that the Members review the draft handbook and provide any feedback before the next meeting so the draft can be amended. The draft handbook will be brought for approval at the next meeting, which has been rescheduled for October 3.

The 12 days of sick leave front-loaded for the transferring employees is equal to the annual accrual amount of sick leave. Staff with large amounts of sick leave will be losing those hours when they leave King County as there is no mechanism to transfer those hours to the Operator.

9. Operator Benefits – Additional Options - Mike Webb

4:07 – 4:16 p.m.

At the July meeting the Board approved the Operator's participation in the AWC insurance plans and requested further information on establishing a Health Reimbursement Account (HRA) to help offset increased deductible and out of pocket costs for transitioning employees. An HRA is a health plan employers use to reimburse employees for medical expenses.

There are some questions for the Board; should the Operator provide the HRA to employees? Should it fund the HRA for only 2024 or subsequent years? Should it fund an HRA for employees hired later in the year? What portion of the increased employee costs should the Operator contribute to an HRA?

The Operator has made some assumptions in the analysis of offering the HRA. Staff have looked at the transferring set of employees to determine how many are single, have a spouse and/or children, as each group has a different deductible and out of pocket max. Staff assumed that the employee and dependents covered under the plan would incur expenses equal to the entire deductible and out of pocket maximum amounts. It is assumed that 10% of the staff would

choose Kaiser and 90% would choose Regence. The total estimated cost to the Operator assumes 24 employees: 4 with no dependents, 6 with 1 dependent and 14 with 2 or more.

The Operator proposes a set of principles to be applied:

- The requirements of the ILA section 8.2.
- The contribution should not be provided to employees hired by PSERN who are not transferring from King County.
- The contribution is a one-time, transitory benefit for a specific group of employees that would not continue indefinitely. The contribution could be used by employees over multiple years.
- The amounts up to 100% of the cost can be accommodated in the 2024 Operator budget.

The Operator recommends that a reasonable approach would be to establish a one-time contribution for transitioning employees equal to 100%, or some lower percentage, of the maximum additional yearly cost to employees. Carryover provisions would be set to allow employees to use those funds until they are exhausted.

Motion: Dwight Dively made a motion for the PSERN Operator to establish a one-time contribution for transitioning employees equal to 100% of the maximum additional yearly cost to employees, and to set carryover provisions to allow employees to carryover those funds until they are exhausted. Brad Miyake seconded the motion. Members unanimously approved the motion.

10. Stakeholder Engagement and Website Initiative – Mike Webb 4:16 – 4:22 p.m.

The intent of the initiative is to redefine ongoing stakeholder communications and shift from the project to ongoing operations, including a new digital media platform (website) to be live at FSA. A digital media PR firm, Fearey, has been engaged through an RFP and the first phase authorized for \$31K. This phase includes outreach with the stakeholders and interviews with the Board Members.

The second phase is a digital media platform for \$63K followed by the third phase, develop a crisis communication plan for \$21K. The crisis communication plan will include key messaging such as issues related to digital privacy, encryption, and a response to system outages.

One-on-one interviews with Board Members will be scheduled in September along with 2 workshops for financial, operational and technical stakeholders.

The total cost for the entire program is \$115K, included in the Operator startup budget.

Motion: Lora Ueland made a motion that the PSERN Operator Board authorize the Executive Director to expend up to \$115K in professional services with Fearey to develop a Stakeholder Communications Strategy/Plan, Digital Media Presence and Crisis Communications Plan. Dwight Dively seconded the motion. The member unanimously approved the motion.

11. PSERN Board of Directors Officer Report – Board Officers 4:22 – 4:25 p.m.

Lora Ueland thanked Mike Webb and Kimberly Nuber for their presentation to ValleyCom' s Operations Board.

Chief Scoggins thanked Mike Webb and the team for their work on this project.

12. Review New Action Items – Chief Scoggins 4:25 p.m.

Adjourn 4:25

Next Meeting: October 3, 2023



PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR
RESOLUTION NO. 23-08

**RESOLUTION TO ADOPT THE ASSOCIATION OF WASHINGTON CITIES TRUST HEALTH CARE
PROGRAM'S INTERLOCAL AGREEMENT**

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the "Trust") is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," and "Participating Non-City Entities") and their employees can be paid and through which the Board of Trustees of the Trust ("Trustees") provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns' and Non-City Entities' employees, their dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the "Interlocal Agreement") attached hereto creates a joint self-insured health and welfare benefit program (the "Health Care Program") to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the "HCP Account"), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, **The Puget Sound Emergency Radio Network Operator (PSERN)** believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

NOW THEREFORE RESOLVED, that the Interlocal Agreement creating the Health Care Program is hereby adopted.

RESOLVED, that by adopting such Agreement, **The Puget Sound Emergency Radio Network Operator** acknowledges that it shall be subject to assessments as required by the Health Care Program.

ADOPTED at the regular meeting of the PSERN Operator Board of Directors, this 3rd day of October, 2023.

**PSERN OPERATOR
KING COUNTY, WASHINGTON**

Chief Harold Scoggins, Chair

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the “Trust”) and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” or “Participating Non-City Entities”), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code (“VEBA”), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
- 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
- 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
- (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the “Effective Date”) and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
 - 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE

This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Participating Employer

Signature:  _____

Signature: _____

Name: **Deanna Dawson**

Name (print): **Michael Webb** _____

Title: Chief Executive Officer

Title: Executive Director _____

Date: 11-1-22 _____

Date: _____

Effective Date: January 1, 2014

PSERN Board of Directors Staff Report

Agenda Item #5



Title: Employee Policy Handbook
Meeting Date: October 3, 2023
PSERN Staff Contact: Mike Webb, Executive Director
Action: Decision

SUMMARY:

This report provides a summary of recent work undertaken to develop an employee policy handbook for the Operator’s employees effective January 1, 2024. An employee policy handbook will enable the PSERN Operator to provide employees with employment policies and procedures, salary and benefits information, and provide required legal disclosures. A draft of the handbook was provided at the August 2023 meeting for board member feedback and this report identifies additional changes since that draft version was presented. Approval is being requested of the final draft, which is provided in Appendix A.

BACKGROUND

The PSERN Operator currently employs staff under a staffing agreement with King County that was adopted in 2021. As a result, the Operator follows King County’s employee policies. Shortly after full system acceptance (FSA), approximately January 1, 2024, the Operator will employ staff and the staffing agreement will no longer be in effect.

The PSERN Operator Interlocal Cooperation Agreement (ILA) dated December 8, 2020, Article 8.2.1.2 states that *“The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment”*.

In preparation for FSA and becoming an employer, Summit Law Group was engaged to develop an employee policy handbook that ensures the Operator is compliant with employment law, that benefits are comparable to King County per the ILA and communicates PSERN’s expectations and policies.

ANALYSIS:

The final draft of the employee policy handbook is provided as an attachment to this report and Board of Directors approval is being requested. The sections below highlight key points that board members should be aware of.

Deviations from King County Policies

In general, the employee policy handbook has been drafted to mirror King County policy where appropriate, consistent with the Operator ILA section 8.2 referenced above. However, there are certain aspects where this is not possible or not appropriate, primarily due to the size and nature of the PSERN Operator’s business.

Sections of the PSERN Operator policies that differ from King County policies are as follows:

- Section 20: Timekeeping/Exempt Employees. Exempt employees who are absent for four (4) or more hours during a workday are required to deduct vacation leave based on actual leave used, in increments of one (1) hour, rounded to the nearest hour. For example, an exempt employee who works for two (2) hours, and then takes six (6) hours, should deduct six (6) from the employee's vacation balance. Exempt employees who are absent for less than four (4) hours during a workday are not required to deduct from their vacation leave balances.
- Section 30: Vacation Leave/Credit and Frontloading for Prior Industry Service. As a new public agency, the Operator recognizes a large portion of its workforce may have substantial applicable industry experience with other, similar public agencies. In recognition of this, the Operator retains the discretion to credit new-hires with prior years of service for their initial placement on the Operator's vacation accrual schedule, and to frontload new-hires with an initial allotment of vacation leave. Such credit and frontloading are at the discretion of the Executive Director, and the specific terms and conditions will be stated in new-hire offer letters. Any frontloaded vacation leave is not eligible for cash-out until the leave would have otherwise been accrued based on the timelines established in this policy.
- Section 32: Sick Leave Credit and Frontloading for Prior Industry Service. As a new public agency, the Operator recognizes a large portion of its workforce will include employees with substantial applicable industry experience with other, similar public agencies. In recognition of this, the Operator retains the discretion to frontload new hires with an initial allotment of sick leave, for usage immediately upon hire. Such credit and frontloading are at the discretion of the Executive Director, and the specific terms and conditions will be stated in new-hire offer letters. Frontloaded sick leave hours are not eligible for cash-out until they would have been otherwise accrued based on the timelines established in this policy.
- Section 33: Federal Family and Medical Leave Act (FMLA). As a public employer, the Operator is covered by the federal Family and Medical Leave Act (FMLA). However, as a small public employer with under 50 employees, the Operator's employees are not eligible for FMLA leave benefits or protections. Instead, the Operator provides comparable leave benefits through Washington's Paid Family and Medical Leave program (PFML).
- Section 34: Washington Paid Family and Medical Leave (PFML). As a small employer with under 50 employees, the Operator is not required to provide job protected PFML leave. However, the Operator will participate in the PFML program.
- Section 49: Resignations and Retirement. Unless the two (2) week notice period is waived by the Executive Director based on a personal emergency, employees who fail to provide the requested two (2) weeks' advance notice are subject to a deduction of their final vacation cash-out equal to days in which notice was not provided.

Please note that the Employee Policy Handbook, once approved, will be the basis on which job offers for transferring employees from King County will be based. However, as outlined in a separate report, specific deviations from the Policy Handbook will be made for these employees, primarily related to vacation accruals and probation.

Changes From Previous Version

The following is a list of the changes that have been incorporated in the manual since the previous version was presented to the Board at the August meeting:

- Added new Section 7 Background Checks (pages 11-12).
- Updated Section 17 Overtime (pages 15-17) with additional language regarding daily overtime pay.
- Updated Section 20 On-Call/Call-Back Duties (page 18) to remove response time details that will be included in a standard operating procedure manual.
- Changed language in Section 31 Vacation Leave (page 25), Credit and Frontloading for Prior Industry Service to include industry experience with agencies similar to PSERN, not just public agencies.
- Changed language in Section 33 Sick Leave (page 30), Credit and Frontloading for Prior Industry Service to include industry experience with agencies similar to PSERN, not just public agencies.
- Other minor, non-substantive changes.

RECOMMENDATION AND NEXT STEPS

It is recommended that the Board approve the PSERN Operator Employee Policy Handbook.

MOTION: That the PSERN Operator Board approve the adoption of the PSERN Operator Employee Policy Handbook as provided in Appendix A.

SUPPORTING DOCUMENTATION:

Appendix A: PSERN Operator Employee Policy Handbook

Draft Puget Sound Emergency Radio Network Operator Employee Policy Handbook

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INTRODUCTORY MATERIALS

1. Introduction and Welcome Message

Welcome to the Puget Sound Emergency Radio Network Operator (“PSERN”) Operator! We hope you find your employment with Operator to be productive and fulfilling.

The Operator was founded in 2021 through an interlocal agreement of 12 regional public partners: King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila. Today, the Operator exists as its own standalone public agency. The Operator is responsible for implementing, improving, and maintaining the region’s public safety radio systems. The Operator is governed by a Board of Directors, who set policies, decide budgetary matters, and oversee the organization and operations. The Board has appointed an Executive Director, who is entrusted with the daily supervision of personnel and general administration of the agency.

2. Scope of Handbook and At-Will Employment Disclaimer

This Employee Handbook (the “Handbook”) summarizes the Operator’s personnel policies and is intended to serve as a resource concerning employment with the Operator. This Handbook applies to all employees of the Operator. Employees are expected to review this Handbook and become familiar with its contents. Questions regarding the Handbook or specific policies should be directed to a supervisor or Human Resources.

There are several things to keep in mind about this Handbook. First and foremost, the Handbook contains only general information and guidelines. **This Handbook does not constitute an employment contract, a promise of specific treatment, or a promise of employment of any specific duration between the Operator and its employees.** Employment with the Operator is “at-will” under Washington law, meaning the employment relationship can be terminated at any time, without cause or notice, by employees or by the Operator. Nothing in this Handbook is intended to modify the at-will employment relationship. No supervisor or other Operator representative has the authority to modify an employee’s at-will status, or make representations that are inconsistent with this Handbook, unless the modification is in writing and approved by the Operator’s Executive Director or Board of Directors.

Second, this Handbook is not intended to address every aspect of employment in detail. In some cases, details may be found in other controlling documents, such as benefits enrollment materials or workgroup-specific operating procedures. Employees are

expected to review all such materials and procedures and become familiar with their contents, as such materials and procedures supplement the policies included in this Handbook. Employees with questions about whether (or how) a policy applies to a specific situation should consult Human Resources.

Third, as the Operator grows and evolves, so will its personnel policies. The Operator, therefore, reserves the right to modify, revoke, suspend, terminate or deviate from the policies set forth in this Handbook at any time. While the Operator will try to provide advance notice of any policy changes, such notice will not always be possible or practical. In addition, in cases where these policies conflict with an applicable local, state, or federal law, or a written employment agreement, the terms of the law or contract will take priority.

3. Equal Employment Opportunity

The Operator is an equal opportunity employer. All employees and job applicants are recruited, selected, trained, promoted, compensated, and, if necessary, disciplined or terminated, without regard to any protected characteristics prohibited by local, state, or federal law. Such protected characteristics include race, creed, color, national origin, citizenship or immigration status, families with children, sex/gender, marital status, pregnancy, sexual orientation, gender identity or expression, age, honorably discharged veteran or military status, mental or physical disability, genetic information, or other any other basis prohibited by law.

Employees who believe they have been discriminated against or subjected to unlawful harassment or retaliation should report it to their supervisor, Operator managers or department heads, the Executive Director, or Human Resources. Please also refer to the Anti-Discrimination and Anti-Harassment Policy, Section 4, for guidance on reporting complaints or concerns. Upon receipt of a complaint, the Operator will investigate and take appropriate corrective action, as may be warranted under the circumstances. The Operator takes its obligations under the equal employment opportunity laws seriously and will not tolerate retaliation against any individual who reports good faith workplace discrimination or harassment concerns.

4. Anti-Discrimination and Anti-Harassment Policy

The Operator is committed to providing a workplace free from discrimination, any kind of unlawful harassment, and bullying or other unprofessional behavior. In keeping with this commitment, the Operator will not tolerate harassment by Operator personnel. In addition, the Operator will not tolerate the harassment of Operator personnel by

anyone, including coworkers, contractors, vendors, members of the public, elected officials, or other third parties.

Harassment. Harassment encompasses unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, creed, color, national origin, citizenship or immigration status, families with children, sex/gender, marital status, pregnancy, sexual orientation, gender identity or expression, age, honorably discharged veteran or military status, mental or physical disability, or other characteristics protected by law. Harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment, is strictly prohibited.

Sexual Harassment. Sexual harassment is one form of prohibited unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to, or rejection of, the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include sexual propositions, sexual innuendo, suggestive comments or gestures, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, physical contact such as patting, pinching, rubbing, or brushing against another's body, or other physical behavior such as blocking movement or invading another's personal space.

Examples of Unlawful Harassment. Each individual must exercise their own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of unlawful harassment include, but are not limited to:

- Verbal: racial or sexual epithets, derogatory slurs, off-color jokes, propositions, sexual innuendo, threats, or suggestive or insulting sounds;
- Visual/Non-verbal: derogatory posters, cartoons, drawings or emails, suggestive objects or pictures, sexual or graphic videos or photos, leering, or obscene gestures;
- Physical: unwanted physical contact including touching (especially of private parts of the body), interference with an individual's movement, or assault; and

- Other: making or threatening reprisals as a result of a negative response to harassment or conditioning favorable working conditions on the toleration of inappropriate sexual conduct.

Bullying and Unprofessional Behavior. All Operator employees are expected to model behavior that is professional, respectful, and mature in tone and content. These expectations apply to interactions with coworkers, contractors, vendors, members of the public, and other third parties. The Operator prohibits behavior that is rude, discourteous, impolite, or demeaning, when such behavior is serious enough to negatively impact operations and working relationships. The Operator retains the discretion to investigate and take remedial action against bullying or other unprofessional behavior, even where such behavior does not amount to unlawful harassment.

Complaint Procedure for Discrimination, Harassment, or Unprofessional Behavior. Employees who believe they are being subjected to unlawful harassment or discrimination, or other unprofessional behavior, or become aware of such conduct being directed at someone else, shall promptly notify their supervisor, Human Resources, or the Executive Director.

Any supervisory employee of the Operator who receives a complaint, or who becomes aware of potential harassment, discrimination, or other unprofessional behavior, must immediately notify Human Resources or the Executive Director. The Operator's supervisors are held to a strict reporting obligation, and must report any complaints or observed behavior in violation of this policy.

All employees are encouraged to use this reporting policy without worrying about whether the conduct involved would be considered discrimination or harassment in a strict legal sense. Employees who reasonably believe behavior violates this policy are encouraged to report. This applies to harassment or discrimination caused by anyone with whom an employee comes into contact as part of an employee's job, including coworkers, contractors, vendors, officials, members of the public, or any other third party.

Complaints will be reviewed, and if deemed necessary, investigated thoroughly and promptly. Complaints will be handled confidentially to the extent reasonably possible, consistent with the need to fairly investigate, and subject to certain disclosure obligations required by Washington law. Refusal to cooperate in an investigation will be grounds for discipline, up to and including termination.

The Operator strictly prohibits retaliation action against employees because of their good faith report of harassment or discrimination, or their participation in the investigation of alleged harassment. Any employee who perceives retaliation in violation of this policy may report it via the procedure described above.

Discipline. If an investigation establishes that an individual has engaged in prohibited discrimination, harassment, or other unprofessional behavior, appropriate remedial action will be taken. Behavior need not rise to the level of unlawful discrimination or harassment to warrant discipline. Remedial action may include workplace training, warnings, verbal and/or written reprimands, suspension, or termination, depending on the circumstances.

EMPLOYEE CLASSIFICATIONS, DEFINITIONS, AND EVALUATIONS

5. Employee Definitions and Classifications

Wages and salaries, benefits, and other terms and conditions of employment may be affected, in whole or in part, by an employee's classification. Provided below are the most common employee classifications used by the Operator. An employee may fall into more than one of these categories, or may shift between categories.

1. Probationary Employee: A regular, newly-hired or newly-promoted employee who has not yet completed the probationary period applicable to their position.
2. Regular, Full-Time Employee: An employee who is regularly scheduled to work at least 40 hours per week and who has successfully completed the applicable probationary period.
3. Regular, Part-Time Employee: An employee who is regularly scheduled to work less than 40 hours per week and who has successfully completed the applicable probationary period. Part-time employees are subject to pro-rated, eliminated, or reduced benefits, as established elsewhere in this Handbook or applicable benefits materials.
4. Temporary Employee: An employee who is hired with the expectation they will be needed for a limited period of time, generally not more than six (6) months.
5. Non-Exempt Employee: An employee whose duties render the job eligible for overtime pay; ~~for all hours worked in excess of 40 hours in a workweek, in accordance with applicable federal and state wage and hour laws.~~ Depending on the position, non-exempt employees may be paid on an hourly or salary basis.

6. Exempt Employee: An employee who is paid a fixed salary on a weekly, monthly, and annual basis and whose duties meet the criteria for exclusion from the overtime pay requirements under applicable federal and state wage and hour laws, including but not limited to, executive, administrative, or professional employees. An exempt employee is not eligible to receive overtime pay.

6. Probationary Periods

New-Hire Probationary Periods. Upon hire, new employees of the Operator are subject to an initial probationary period of employment. This new-hire probationary period is intended to provide both the Operator and the employee time to evaluate whether the working relationship is mutually beneficial. The new-hire probationary period is normally the first six (6) months of employment, subject to extension up to twelve (12) months at the discretion of the Operator. During the new-hire probationary period, employees have the opportunity to demonstrate satisfactory technical qualifications, performance of daily job duties, and personal conduct in the workplace. Employees will also have the opportunity to evaluate the Operator's suitability as an ongoing employer. During the new-hire probationary period, employees may be terminated without cause or advance notice.

Near the end of an employee's new-hire probationary period, an employee will have his/her performance evaluated. Employees with satisfactory performance will move into regular employee status. Please note that status as a regular employee does not modify the "at-will" nature of employment with the Operator, which the employee or the Operator may terminate at any time, with or without cause, following successful completion of the probationary period.

Promotional Probationary Periods. Regular employees who are promoted into a new, higher-paying or higher-level role at the Operator are subject to a six (6) month promotional probationary period. During this time, if an employee is not meeting performance expectations or the business needs of the Operator, the Operator retains the discretion to return the employee back to his/her previously held position. During the promotional probationary period, employees remain subject to performance management, up to and including termination, for violations of this Handbook, independent from their performance in the promotional role.

7. Background Checks

The Operator strives to hire and promote the best-qualified individuals, and background checks are an important part of the hiring and promotional process. The Operator therefore requires a background check for most positions. The specific elements of the

background check process are unique to each position, but when required by the Operator, are uniformly applied to all applicants for the same position. When conducting background checks, the Operator complies with all applicable local, state, and federal laws, including the state and federal Fair Credit Reporting Act (where applicable).

For certain positions with specialized security or access concerns, or where required by law, the Operator may also require a background check that complies with standards promulgated by the U.S. Department of Justice Criminal Justice Information Services (CJIS) Division. When CJIS clearance is required by the Operator, an individual must be able to complete the CJIS background process, and maintain the requisite CJIS security clearance, as an ongoing condition of employment.

7.8. Personnel Evaluations

The Operator seeks to provide goal-setting and ongoing feedback to improve and maintain employee performance, and for purposes of providing career direction and advancement. The Operator's supervisors and managers are expected to provide regular feedback to employees throughout the year, and to provide a formal performance evaluation on an annual basis, either on a calendar year or anniversary year basis (subject to the needs of specific divisions). Employees who receive an unsatisfactory performance evaluation are subject to additional mid-year performance evaluations, performance management, training, and/or suspension of a pay step or wage increase. Employees who do not believe they are receiving adequate feedback should speak with their supervisor or Human Resources.

8.9. Personnel Records

The Operator maintains personnel files for each employee. The personnel file may include, but is not limited to, an employee's application and résumé, performance evaluations, commendations, disciplinary records, as well as benefits and payroll information. Upon request and reasonable notice, employees may review and inspect the contents of their personnel file. Employees who believe their personnel file contains incorrect or improper information may petition the Operator for review, with final discretion reserved to the Operator. Employees who disagree with the contents of their personnel file may submit a rebuttal or correction notice to include in their file.

To ensure benefits and records are current, employees are expected to notify Human Resources of any changes in name, address, telephone number, email address, marital or dependent status, tax exemptions, beneficiaries/dependents, changes to immigration status that may impact employment, or related information as soon as possible after

such changes officer. Employees have a responsibility to ensure the information retained by the Operator is accurate and current.

The Operator reserves the right to maintain personnel records in other sources, including, but not limited to, confidential medical files, benefits files, I-9 verification files, and supervisor working files.

All personnel records maintained by the Operator will be retained in accordance with Washington law and administrative retention guidelines.

9.10. Personnel and Employment References

All inquiries from prospective employers or other third-parties regarding current or former employees should be referred to the Operator's Executive Director or Human Resources. The Operator will coordinate with the appropriate supervisor or management team to discuss an appropriate response, if any. Depending on the circumstance, the Operator may agree to provide a reference, may decline to do so, or may condition a reference on a signed liability waiver from the current or former employee. Employees, including supervisors and managers, should not provide a reference unless expressly authorized by the Executive Director or Human Resources.

10.11. Wage Steps and Classification Pay System

The Operator's employees are paid based on their position classification, which is graded and based on a series of wage steps. Please review the Operator's salary and classification system for more information. Upon hire, an employee will be placed on the step best reflecting their experience, training, and qualifications. The Operator retains the discretion to deviate from this system, in whole or in part, on a case-by-case basis, taking into consideration recruitment and retention needs, business needs, and an employee's unique duties, training, and experience. This may include, for example, prior credit for relevant experience earned at a prior employer.

WORKPLACE ACCOMMODATIONS

11.12. Reasonable Accommodation of Disabilities

The Operator prohibits discrimination on the basis of a disability, and is committed to providing reasonable workplace accommodation to any qualified individual with a disability who needs an accommodation to perform the essential functions of the job. Any employee who has a disability and wishes reasonable accommodation should promptly contact Human Resources. The Operator will work with the individual and, if necessary, their health care provider(s), to explore the extent to which reasonable accommodation can be provided without undue hardship.

12.13. Pregnancy Accommodation

The Operator provides reasonable accommodations for pregnant employees. An employee who needs accommodation due to pregnancy may be afforded the following accommodations, with or without medical certification: (1) frequent, longer, or flexible restroom breaks; (2) seating or allowing the employee to sit more frequently; (3) and limiting lifting to 17 pounds or less. Beyond these baseline accommodations, a pregnant employee may be entitled to additional accommodations, subject to interactive discussions with Human Resources, medical certification from a healthcare provider, and provided the request does not cause a significant difficulty or expense to the Operator and its operations. Pregnant employees also have additional accommodation and leave benefits, as discussed elsewhere in this Handbook. Pregnant employees with questions or concerns about the workplace or their accommodation options are free to consult with Human Resources.

13.14. Lactation and Breastfeeding Accommodation

For two (2) years following childbirth, employees who are nursing mothers are entitled to reasonable breaks during their workday for purposes of expressing breast milk. The Operator will provide a suitable, private location for nursing breaks outside of the Operator's bathrooms.

For non-exempt employees, the nursing breaks will be paid to the extent they run concurrently with an employee's regularly scheduled break periods. Non-exempt employees may take additional nursing breaks as reasonably necessary, however, these additional breaks are unpaid. For exempt employees, all nursing breaks are paid, and exempt employees are expected to manage their schedules around their need for

lactation breaks. Employees in need of nursing breaks should consult Human Resources to make the appropriate arrangements.

14.15. Accommodation of Religious Beliefs

The Operator provides reasonable accommodations for the sincerely held religious beliefs of employees, unless the accommodation would result in undue hardship. Employees whose religious beliefs or practices conflict with their job, work schedule, Operator uniform/appearance standards, or other aspects of employment, may submit a written request for accommodation to Human Resources. The written request should include an explanation of the religious conflict and the employee's suggested accommodation(s). Human Resources and the employee's supervisor may request a meeting with the employee to learn more. The Operator will review the request and evaluate whether there are viable options for reasonable accommodation.

HOURS OF WORK, WORK SCHEDULES, AND OVERTIME

15.16. Attendance and Punctuality

The Operator provides and supports mission-critical emergency communication infrastructure, and relies heavily on its employees in support of this mission. The Operator therefore expects regular, reliable, and punctual attendance as an essential function of employment. On a regular basis, employees are expected to work the hours scheduled by their supervisor. Employees who need leave must follow the scheduling and notification requirements established elsewhere in this Handbook. Employees who fail to do so are subject to disciplinary action, up to and including termination, for a repeated pattern of unexcused tardiness or absences. Absent extenuating circumstances, in the event the Operator has not heard from an employee for three (3) consecutive scheduled workdays, the employee may be considered to have resigned from his/her position.

16.17. Overtime

Non-Exempt Employees. Non-exempt employees are ~~not exempt from~~subject to the overtime pay requirements of state and federal wage and hour laws. These laws generally require non-exempt employees be paid overtime wages, equal to ~~time-one~~ and one-half times (1.5x) the regular rate of pay, for any hours worked beyond 40 hours in a designated workweek. In addition, the Operator pays overtime when non-exempt employees work in excess of their regularly scheduled workday. For example, an employee who normally works an eight (8) hour workday, but is assigned to stay late and work a total of nine (9) hours, will receive one (1) hour of overtime. ~~Dependent on~~

~~the position held, non-exempt employees may be paid on either an hourly or salary basis. When paid a salary, the Operator calculates a "regular" hourly rate of pay which is used to determine the overtime due when an employee works more than 40 hours in a workweek. Regardless of hourly or salary status, the "regular" rate of pay generally includes all forms of compensation paid to an employee in a particular workweek (with limited exceptions). For purposes of calculating overtime, the usage of accrued paid leave (vacation, sick, holiday) does not constitute "hours worked" towards 40 in a workweek, or towards an employee working in excess of his/her regularly scheduled workday (i.e., an employee's usage of paid leave during the workday is excluded from the determination of whether the employee worked in excess of the hours associated with the employee's regular workday).~~

Dependent on the position held, non-exempt employees may be paid on either an hourly or salary basis. When paid a salary, the Operator calculates a "regular" hourly rate of pay which is used to determine the overtime due when an employee works more than 40 hours in a workweek, or when the employee works in excess of the regularly scheduled workday. Regardless of hourly or salary status, the "regular" rate of pay generally includes all forms of compensation paid to an employee in a particular workweek (with limited exceptions).

To the extent possible, non-exempt employees should complete work tasks during their normal workday, without regularly incurring overtime. However, situations may arise in which overtime is required as a condition of employment, either through an extension of the workday, time spent in the evenings, or during a regular day off. Absent an emergency, employees are required to obtain supervisor approval before working overtime (this includes, for example, spending time in the evening checking email or completing work tasks). All overtime should be documented and entered into the Operator's timekeeping system, regardless of whether it was preapproved.

Exempt Employees. Exempt employees are exempt from the overtime requirements of state and federal wage and hour laws. Exempt status may be established where a position is paid on a salary basis (rather than hourly) and where the duties of the position satisfy one or more of the legal tests for exempt status. Generally, exempt status applies to management, supervisory, and professional positions. Exempt employees are paid a fixed salary that compensates them for all hours worked in a workweek, without regard to the actual hours worked (subject to limited exceptions). Exempt employees are paid for the work they perform, not for the time it takes them to perform it. Accordingly, exempt employees are not eligible for overtime and will occasionally be required to work more than 40 hours in a workweek.

17.18. FLSA Workweek Designation

In accordance with state and federal law, the Operator has established a workweek for the purpose of tracking and paying overtime when an employee exceeds 40 hours. A workweek is a fixed and reoccurring period of seven (7) consecutive 24-hour periods. The standard workweek at the Operator begins Sunday at 12:01 a.m. and ends the following Saturday at 12:00 a.m. (midnight). The Operator may establish a different workweek for particular groups of employees, where supported by business and scheduling needs.

18.19. Work Schedules

The Operator's regular business hours are 8:00 a.m. until 5:00 p.m. Monday through Friday. Employees may be assigned work schedules outside of these times and days based upon the needs of the Operator. All employees at the Operator will be assigned to a standard work schedule by their supervisor. Unless otherwise specified, the work schedule for all full-time employees is 40 hours per week.

Non-Exempt Employees. Non-exempt employees will be assigned to a specific work schedule, taking into consideration the business needs of the Operator and the position held. A typical schedule at the Operator is Monday through Friday, starting at 8:00 a.m. and ending at 5:00 p.m. Dependent on business needs, employees may be assigned to work different schedules, including varying shifts, weekends, and/or overtime. Where possible, the Operator attempts to provide as much advance notice as reasonably possible. Alternative work schedules will be considered by the Operator on a case-by-case basis, taking into consideration the nature of the position, the business needs of the Operator, and the preferences of the employee. In addition, the Operator recognizes occasions may arise where an employee requests to "flex" their daily schedule to account for personal commitments or appointments. Any such requests to "flex" a schedule should be communicated to a supervisor and approved in advance.

Exempt Employees. Exempt employees are expected to work the hours needed to perform the duties of their respective positions. Full-time positions have been established with the expectation it will take most employees approximately 40 hours per week to complete assigned duties, although the actual time needed to complete the job may vary from week to week depending on operational needs, an employee's efficiency, and other factors. Working irregular hours, evenings, and/or weekends may be required as a condition of employment. Exempt employees are afforded discretion over their specific working hours, but are generally expected to closely align their schedules with the Operator's daily business hours. In addition, certain positions may require adherence to fixed scheduling expectations (for example, pre-scheduled client visits,

supervisory duties, attendance at Board meetings, etc.). Exempt employees are expected to use good judgment in managing their workloads, meeting customer service needs, and providing supervisory responsibilities. Any substantial or recurring variations from the Operator's daily business hours should be discussed with and approved by the exempt employee's supervisor or Executive Director.

Attendance at PSERN Operator Board Meetings. As a public agency, the Operator is subject to recurring public meetings of the PSERN Operator Board of Directors. Board meetings are typically conducted in afternoon or evening hours. Dependent on business needs, employees may be expected to attend these meetings as part of their ongoing or regular work schedule.

19-20. On-Call and Call-Back Duties

Thanks to the critical nature of PSERN operations, certain categories of employees, including Radio Technicians, are subject to on-call and call-back duties as a condition of employment. When placed on-call, an employee is subject to return to work ("called back") outside of the employee's regular work shift. When assigned on-call duties, an employee is relieved of duties and is not required to restrict his/her personal activities. However, an on-call employee must remain fit-for-duty and free from the influence of alcohol or drugs that might adversely impact his/her ability to safely and effectively perform job duties. ~~When contacted, an on-call employee is expected to respond to any missed messages or calls within [redacted] minutes. If an on-call employee is required to return to work, the employee must maintain a [redacted] hour response time to the worksite.~~ Once contacted, an employee is subject to the call-back response and on-site reporting requirements stated in the Operator's on-call standard operating procedure (SOP). The other terms and conditions of on-call and call-back duties, including on-call pay and scheduling, are stated in the ~~Operator's on-call standard operating procedure (SOP) and on-call schedule~~ on-call SOP.

20-21. Timekeeping

Non-Exempt Employees. To ensure the Operator has complete and accurate time records, and to ensure employees are fairly paid for all hours worked, non-exempt employees are required to accurately record all hours worked on the timekeeping systems maintained by the Operator. Non-exempt employees are also expected to record any usage of paid leave (vacation, sick, and holiday) and any periods of unpaid time, including meal periods and approved unpaid leaves of absence.

Non-exempt employees may be expected to review and verify their timekeeping records on a regular cadence. Employees are strictly prohibited from working "off the clock"

and have an obligation to record all time worked, including any overtime, regardless of whether the overtime was preapproved. Employees with questions or concerns about their timekeeping obligations or the accuracy of their timekeeping records should immediately notify their supervisor or Human Resources.

Exempt Employees. Normally, absent performance concerns, exempt employees have discretion over their work schedules and therefore are not expected to record their daily hours worked, with any hours automatically tracked by the Operator's timekeeping systems (with rules for exception reporting and absences). However, exempt employees are expected to record and deduct their usage of all forms of paid leave (vacation, sick, holiday, and executive leave). Exempt employees who work four (4) or more hours during a workday are not required to deduct from their paid leave balances. Paid leave deductions are required only if an employee works less than (4) hours during a workday, including full-day absences. Provided below are examples for an exempt employee normally working an eight (8) hour workday:

- Partial Day Absence, Deduction Not Required – The employee works four (4) hours and then leaves for a personal appointment for the remainder of the day. No deduction from paid leave is required.
- Partial Day Absence Deduction Required – The employee works two (2) hours and then leaves for a personal appointment for the remainder of the day. A deduction of six (6) hours of paid leave is required.
- Full Day Absence, Deduction Required – The employee takes the entire day off. A deduction of eight (8) hours of paid leave is required.

21.22. Meal and Break Periods

Non-Exempt Employees. Non-exempt employees are expected to observe daily meal and break periods. Employees are entitled to a paid break of 10 minutes for every four (4) hours of working time. Employees are entitled to an unpaid meal period for every five (5) hours of working time. The length of the meal period shall be either 30 or 60 minutes, depending on the position held by the employee and the business needs of the Operator. Employees will have their specific meal and break schedule assigned by their supervisor. For employees assigned to a typical eight (8) hour workday, breaks and meal periods should follow this regular cadence:

- 10-minute paid break – First half of the shift, no later than the end of the third hour of work.

- Unpaid meal period – Middle of the day, between the third and fifth hour of work.
- 10-minute paid break – Second half of the shift, no later than three hours following the meal period.

During meal and break periods, employees are fully relieved of their duties. Employees who are unable to take a scheduled meal or break period, or who are interrupted during a meal or break period, must promptly notify their supervisor.

In limited situations, where the nature of an employee's job affords daily intervals of sufficient free time in which the employee is allowed to rest, relax, and engage in brief personal activities, then the employee is permitted to take "intermittent" rest periods without needing to observe scheduled daily breaks. Intermittent rest periods require approval from an employee's supervisor.

Employees may not schedule their meals or breaks for the purpose of arriving late or leaving early.

Should an employee be required to stay late and work overtime lasting three (3) or more hours beyond the regular workday, the employee is afforded an additional 30-minute unpaid meal period.

Meal Waivers for Non-Exempt Employees. A meal period provides employees with time to rest, take in nutrition, and recharge. Thus, in most situations, the Operator expects non-exempt employees to observe their daily meal periods. In limited circumstances, when requested by an employee, the Operator has the discretion to waive the daily meal period. When granted, the waiver is optional and must be documented in writing and signed by the employee.

Exempt Employees. Exempt employees are not required to adhere to any specific meal and rest breaks. Assuming work and business needs are met, exempt employees have discretion over the timing and frequency of their meals and breaks.

22-23. Executive Leave for Exempt Employees

Exempt employees may occasionally be required to work more than 40 hours per workweek. Such extended working hours may be attributed to special projects, coverage for an absent coworker or during a job vacancy, in response to an emergency, or for other necessary business purposes.

Where a supervisor observes an exempt employee has been required to perform duties substantially beyond a normal full-time schedule, the supervisor may recommend a discretionary allotment of executive leave. This may include, as examples, additional personal days off or a reduced work schedule for a specific period to offset extended hours. All allotments of executive leave or reduced work schedules are approved at the discretion of the Executive Director or designee. When granted, executive leave has no cash value upon separation and must be scheduled and used within the timeframe established by the Executive Director or designee (normally within the same calendar year). Absent exceptional circumstances, exempt employees are limited to a maximum of 80 hours of executive leave per calendar year.

23-24. Telecommuting and Hybrid Workplaces

As a normal expectation, most roles at the Operator require daily in-person attendance and interactions. This includes, as examples, essential job duties related to team meetings and collaboration, customer interactions, and fieldwork. However, *ad hoc* and/or temporary telecommuting and hybrid work arrangements may be authorized for circumstances such as extreme weather, special projects, health-related accommodations, and other unexpected issues. Employees requesting a telecommuting or hybrid work arrangement shall consult with their supervisor, and all such requests are evaluated on a case-by-case basis, taking into consideration the needs of both the Operator and the employee.

Employees approved for telecommuting or hybrid work arrangements should continue to reside in Washington and must have a safe and suitable workspace, including reliable broadband internet coverage. Arrangements for telecommuting or hybrid work out-of-state require explicit approval by the Executive Director. A telecommuting or hybrid work arrangement is not a substitute for other caregiver or childcare arrangements.

During periods of extreme weather, natural disasters, or other emergencies, the Operator may require employees to telecommute and/or temporarily work a hybrid work schedule.

INSURANCE AND LEAVE BENEFITS

24-25. Health and Welfare Benefits

The Operator offers health, dental, and vision insurance coverage through the Association of Washington Cities (AWC). Enrollment options included both a preferred provider organization (PPO) and a health maintenance organization (HMO). To help pay

for healthcare costs, employees are offered enrollment in Flexible Spending Accounts (FSAs), which serve as a vehicle to pay out-of-pocket costs using pre-tax dollars. Through various carriers, the Operator also offers life insurance, long-term disability, and accidental death and dismemberment insurance.

Health and welfare benefits coverage becomes effective the first day of employment, and applies to all regular full-time and regular part-time employees regularly scheduled to work 30 or more hours per week. When covered, employees may also enroll their eligible dependents, such as spouse and children.

Terms and conditions regarding plan benefits, enrollment, and coverage are established by the applicable insurance carrier and will be communicated to employees upon hire or prior to open enrollment. Information is also available in plan documents maintained by Human Resources.

Benefits programs and coverage, insurance carriers, and cost-sharing (if any) are subject to change from time-to-time based on market conditions and the directives from the Operator's Board of Directors. Absent unusual circumstances, any changes to benefits will be applied on a calendar year basis, with information communicated to employees ~~on or before~~during open enrollment.

25-26. Employee Assistance Program (EAP)

The Operator recognizes personal difficulties may adversely affect an employee's job performance. Accordingly, the Operator offers an Employee Assistance Program (EAP) through the Association of Washington Cities. The EAP is intended to help ensure the health, safety, and wellbeing of employees, and includes confidential assessments, treatment, referrals, and short-term counseling. Employees experiencing personal challenges are encouraged to seek assistance through the EAP. Any requests submitted to the EAP are held strictly confidential. Employees with questions concerning EAP benefits may consult Human Resources, and all such inquiries are kept confidential.

26-27. COBRA Coverage

Upon an employee's separation from the Operator, an unpaid leave of absence, or other qualifying event, the employee may be eligible to maintain health insurance benefits through the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA benefits include both the employee and any enrolled dependents. Once elected, COBRA benefits are the sole expense of the employee, including the cost of a COBRA administrative fee. Upon a qualifying event, employees will be provided a notice of their COBRA rights by Human Resources.

27-28. Washington’s Long-Term “Cares” Act

The Operator complies with the Washington Long-Term “Cares” Act. Consistent with the law, the Operator deducts premiums from employee pay and submits them to Washington’s Employment Security Department (ESD). At present, premiums are valued at 0.58% of employee gross wages, subject to adjustment in subsequent years. Upon proof of official documentation from ESD, the Operator will honor private insurance coverage opt-out exemptions held by employees. All other exemptions will be administered based on the requirements of the law.

28-29. PERS Coverage, Retirement Accounts, and Social Security

PERS Accounts. Eligible employees are enrolled in the Washington State Public Employees’ Retirement System (PERS), administered by Washington’s Department of Retirement Systems (DRS). Eligible employees pay any required amounts towards PERS benefits through reoccurring payroll deductions. The terms and conditions of participation, enrollment, and benefits are established by DRS in accordance with state law.

Deferred Compensation Accounts. The Operator offers voluntary participation in deferred compensation retirement accounts through DRS. Once enrolled, an employee’s voluntary contributions are made through reoccurring payroll deductions.

Social Security and Medicare. The Operator participates in Social Security and Medicare. All employees are enrolled as participants in Social Security and Medicare, with payroll deductions required by law under the Federal Insurance Contributions Act (FICA).

All terms and conditions regarding PERS, deferred compensation, and FICA accounts are established by law and/or applicable plan documentation. Employees with questions should consult the plan materials maintained by Human Resources, DRS, or the Social Security Administration.

29-30. Workers’ Compensation (L&I) Insurance and Workplace Injuries

All Operator employees are covered by Washington’s workers’ compensation (industrial insurance) program, as administered by Washington’s Department of Labor and Industries (L&I). For qualifying job-related workplace injuries and illnesses, L&I will pay an employee for lost working time and associated medical costs.

Employees shall immediately report all job-related accidents or illnesses to their supervisor, department director, or the Executive Director or designee. An injured employee will be provided instructions for seeking medical treatment and completing the necessary L&I paperwork. For injuries or accidents involving serious bodily harm, employees should immediately dial 911.

30.31. Vacation Leave

The Operator provides paid vacation leave to all regular full-time employees and any regular part-time employees scheduled to work 30 or more hours per week. Employees accrue vacation based on their completed years of service with the Operator:

Completed Years of Service	Annual Vacation Days
Upon hire through end of Year 5	12
Beginning of Year 6	15
Beginning of Year 9	16
Beginning of Year 11	20
Beginning of Year 17	21
Beginning of Year 18	22
Beginning of Year 19	23
Beginning of Year 20	24
Beginning of Year 21	25
Beginning of Year 22	26
Beginning of Year 23	27
Beginning of Year 24	28
Beginning of Year 25	29
Beginning of Year 26 and beyond	30

Vacation leave begins accruing on an employee’s first day of employment with the Operator and is available for use in the pay period after it is earned. Each vacation day is equivalent to eight (8) hours of paid leave. Vacation leave is accrued on a per pay period basis, as reflected on employee paystubs. Vacation leave does not accrue during periods of unpaid leave. Vacation accruals are pro-rated for part-time employees.

Scheduling and Usage. The Operator encourages employees to use their vacation leave during the calendar year to achieve work-life balance. Vacation leave should be scheduled at times mutually agreeable to the employee and the Operator. Employees are encouraged to request vacation leave as far in advance as possible by submitting the request with their supervisor. The Operator approves requests based on business needs, the availability of other personnel, the timeliness of the request, and the length of service of the requesting employee. The Operator reserves the right to deny vacation

leave requests when the absence would interfere with business needs. Employees generally are not permitted to take vacation leave until the time has been approved, with exceptions evaluated on a case-by-case basis.

Vacation Deductions and Time-Tracking. Non-exempt employees are expected to deduct vacation leave based on actual leave used, in increments of 15 minutes, consistent with the Operator's timekeeping system. For example, a non-exempt employee who is permitted to take a partial-day absence of 4 hours and 15 minutes should deduct this same amount from his/her vacation balance.

Exempt employees who are absent for four (4) or more hours during a workday are required to deduct vacation leave based on actual leave used, in increments of one (1) hour, rounded to the nearest hour. For example, an exempt employee who works for two (2) hours, and then takes six (6) hours, should deduct six (6) from the employee's vacation balance. Exempt employees who are absent for less than four (4) hours during a workday are not required to deduct from their vacation leave balances.

Accrual Balances and Carry-Over. At the end of each calendar year, employees may carryover a certain portion of their unused vacation leave into the new year, up to a carryover cap of 40 days of accrued vacation leave.

Employees are expected to responsibly manage and schedule their vacation leave to remain within the annual carry-over limits. At the end of a calendar year, any vacation accruals beyond the carry-over maximum will be forfeited. In limited situations, where the Operator's business needs make it impossible for an employee to schedule and use vacation leave, the Executive Director or designee may authorize a temporary exception to the accrual and carry-over limits. Employees requesting an exception should submit their request to the Executive Director before reaching the maximum limits. If employees do not request approval to carry over excess vacation leave or the request is denied, employees forfeit the excess leave.

Credit and Frontloading for Prior Industry Service. As a new public agency, the Operator recognizes a large portion of its workforce may have substantial industry experience in the industry or with other public-similar agencies in Washington. In recognition of this, the Operator retains the discretion to credit new-hires with prior years of service for their initial placement on the Operator's vacation accrual schedule, and to frontload new-hires with an initial allotment of vacation leave. Such credit and frontloading are at the discretion of the Executive Director, and the specific terms and conditions will be stated in new-hire offer letters. Any frontloaded vacation leave is not eligible for cash-

out until the leave would have otherwise been accrued based on the timelines established in this policy.

Cash-Out Upon Separation. Accrued but unused vacation leave will be paid to an employee upon separation from employment with the Operator at the employee's final rate of pay and included in an employee's final paycheck.

31.32. Holiday Leave

All regular employees of the Operator will receive paid time off for the following recognized holidays:

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holidays (2 per calendar year)	Dates Selected by the Employee

For regular full-time employees, each holiday is eight (8) hours of paid leave. Regular part-time employees are eligible for pro-rated holiday leave and floating holidays. To be eligible for holiday pay, an employee must be in a paid status on the day before and day after the observed holiday.

Observance and Scheduling. Holidays are normally observed on their actual date. However, should a holiday fall on a Saturday, it will be observed by the Operator on the preceding Friday. Should a holiday fall on a Sunday, it will be observed by the Operator on the following Monday.

In certain situations, employees may be assigned alternative work schedules, with regular days off falling Monday through Friday, as opposed to Saturday and Sunday. In such situations, should the Operator observe a holiday on an employee's regular day off,

the employee and the employee's supervisor will schedule an alternative day off that same workweek.

Floating Holidays. Each employee shall receive two (2) floating holidays per calendar year. Floating holiday leave requests are approved by supervisors, taking into consideration the preferences of employees and the business needs of the Operator. Floating holidays must be scheduled and used in full-day increments, have no cash value upon separation, and must be used in the calendar year they are accrued.

Newly-Hired Employees. Employees hired before May 1 receive two (2) floating holidays for the calendar year. Employees hired on or between May 1 and September 30 are eligible for one (1) floating holiday for the calendar year. Employees hired after September 30 do not receive floating holidays for the calendar year. Newly-hired employees are permitted to use floating holidays during their probationary periods.

32.33. Sick Leave

The Operator provides all employees with paid sick leave, as required by law, and based on the terms and conditions stated below.

Sick Leave Accruals. Sick leave accruals begin upon hire, eligible for use in the pay period following accrual. Regular full-time, regular part-time, and temporary employees accrue sick leave at the rate of 0.04616 hours for each hour in a paid status, up to a maximum of eight (8) hours per calendar month. In no instance will any Operator employee earn less than one (1) hour of sick leave for every 40 hours worked.

Authorized Purposes. Sick leave may be used for the following authorized purposes:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
2. To allow an employee to provide care for a "family member" with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
3. When an employee's place of business (for example, the Operator) has been closed by order of a public official for any health-related reason, or when the school or place of care of an employee's child has been closed for such reason.

4. When an employee's absence qualifies for leave under Washington's domestic violence, sexual assault, or stalking leave act, RCW 49.76.

Definition of Family Member. For purposes of this sick leave policy, "family member" is defined as follows:

1. Children, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands *in loco parentis*, is a legal guardian, or is a de facto parent, regardless of age or dependency status of the child.
2. Parents, including a biological, adoptive, *de facto*, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.
3. Legal spouse.
4. Registered domestic partner.
5. Grandparents.
6. Grandchildren.
7. Siblings.

Scheduling and Absences.

Foreseeable and Pre-Scheduled Absences. When the need for sick leave is foreseeable, such as pre-scheduled medical appointments, employees should submit a written request for leave to their supervisor at least 10 days in advance of the absence, or as much advance notice as otherwise possible under the circumstances.

Unforeseeable Absences. When the need for sick leave is unforeseeable, including emergencies and last-minute illnesses, employees must provide notice to their supervisor as soon as possible before the start of their scheduled workday. If it is not possible or practicable for an employee to provide notice before his/her workday, then the employee should still provide notice as soon as possible after the workday has begun. If necessary, employees may have a friend, family member, or other trusted resource provide notice to their supervisor on their behalf.

Employees who fail to provide notice in accordance with the terms above are subject to denial of the sick leave and/or discipline. If sick leave usage is denied, the time will be returned to an employee's sick leave balance.

Verification.

Verification for Non-Exempt Employees. The Operator may require documentation regarding the use of sick leave when a non-exempt employee has been absent for more than three (3) consecutive workdays. When requested by the Operator, the documentation must confirm the absence was for an authorized purpose under this policy. However, the documentation need not disclose any private medical information unless the employee is requesting a workplace accommodation, or when otherwise authorized by law. When requested, documentation must be provided within 10 calendar days from the date the employee first took sick leave. Employees who experience an unreasonable burden, hardship, or expense in connection with a request to provide documentation shall consult with Human Resources for alternative verification options.

Verification for Exempt Employees. Exempt employees have greater flexibility over their daily work schedules, and therefore are subject to different rules regarding sick leave verification. Generally speaking, exempt employees are expected to responsibly manage their work commitments around any necessary sick leave absences. However, the Operator retains the discretion to request documentation or medical verification anytime the Operator has concerns an exempt employee is not responsibly using sick leave in accordance with this policy.

Deductions and Time-Tracking.

Deductions and Time-Tracking, Non-Exempt Employees. For non-exempt employees, sick leave may be used in increments of 15 minutes. Non-exempt employees are expected to track and deduct their usage of sick leave in accordance with this policy.

Deductions and Time-Tracking, Exempt Employees. Exempt employees absent for four (4) or more hours during a workday are required to deduct sick leave based on actual leave used, in increments of one (1) hour. Exempt employees who are absent for less than four (4) hours during a workday are not required to deduct from their sick leave balances.

Annual Carry-Over. Employees may carry-over a maximum of 1,040 hours of accrued sick leave from one calendar year to the next. Any hours beyond 1,040 are surrendered at the end of each calendar year.

Cash-Out Upon Separation. Upon full PERS-eligible retirement age (normally age 65), employees who separate from the Operator are eligible for cash-out of up to 25% of their unused sick leave, up to a maximum of 1,040 hours. For example, an employee who retires with 1,040 unused hours will be eligible for cash-out of 260 hours. The cash-out value of each hour is based on the employee's base rate of pay as of the separation date. The cash-out will be deposited into a tax-advantaged, post-separation VEBA account. Should an employee be rehired within 12 months, his/her sick leave balance will be reinstated upon rehire, less the hours previously cashed-out.

Anti-Retaliation. The Operator does not tolerate discrimination or retaliation against any employee who uses sick leave in accordance with this policy and state law. To the extent any sick leave issue is not addressed in this policy, sick leave will be administered in accordance with applicable law and regulations. Employees who have concerns about their lawful ability to accrue and use sick leave shall immediately report their concerns to their supervisor or Human Resources.

Credit and Frontloading for Prior Industry Service. As a new public agency, the Operator recognizes a large portion of its workforce will include employees with substantial ~~industry~~ experience in the industry or with other ~~public-similar~~ agencies ~~in~~ Washington. In recognition of this, the Operator retains the discretion to frontload new-hires with an initial allotment of sick leave, for usage immediately upon hire. Such credit and frontloading are at the discretion of the Executive Director, and the specific terms and conditions will be stated in new-hire offer letters. Frontloaded sick leave hours are not eligible for cash-out until they would have been otherwise accrued based on the timelines established in this policy.

33-34. Federal Family and Medical Leave Act (FMLA)

As a public employer, the Operator is covered by the federal Family and Medical Leave Act (FMLA). However, as a small public employer with under 50 employees, the Operator's employees are not eligible for FMLA leave benefits or protections. Instead, the Operator provides comparable leave benefits through Washington's Paid Family and Medical Leave program, as discussed below.

34-35. Washington Paid Family and Medical Leave (PFML)

Summary. Washington's Paid Family and Medical Leave (PFML) program, as administered by Washington's Employment Security Department (ESD), provides paid leave benefits and job protections to eligible employees who need leave for approved family and medical reasons. This policy provides a summary of the PFML program. Employees may obtain additional information at www.paidleave.wa.gov. To the extent an issue is not addressed in this policy, the Operator will administer this benefit program consistent with applicable statutes and regulations.

Payroll Deductions. The PFML program is funded through premiums collected by ESD. The premium rate is established by law and is subject to annual change. Through a payroll deduction, employees shall pay the full portion of the PFML premium that is authorized by law. In the future, should ESD modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the Operator will modify payroll practices to reflect those statutory changes.

Eligibility. Employees may be eligible for PFML monetary benefits and job protections when taking leave for covered reasons. Eligibility requirements are as follows:

Monetary Benefits. In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington, for any employer or combination of employers, during the year preceding the claim.

Job Protections. To qualify for job protections, an employee must work for an employer with 50+ employees, must have worked for that employer for at least 12 months, and must have worked 1,250 hours in the last year. The Operator currently has fewer than 50 employees, therefore the PFML program does not require the Operator to provide job-protected leave. However, the Operator will honor an employee's request for PFML leave, with job protection, where the Operator is able to grant the leave without negatively impacting daily operations. In addition, employees may be eligible for job protections under another section of this Handbook (for example, pregnancy leave).

An employee is ineligible for PFML benefits during any period of suspension from employment, such as a layoff or unpaid leave, or when the employee receives wages or profits from an outside source (for example, authorized outside employment or L&I time-loss compensation).

Leave Entitlement. Eligible employees may be entitled to receive PFML benefits for up to 12 weeks when taking medical or family leave, or for a combined total of 16 weeks of family and medical leave per claim year, or up to a maximum of 18 weeks in the event an employee's leave involves incapacity due to pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML benefits may be available in connection with leave taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time-loss benefits under the workers' compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the FMLA. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight (8) consecutive hours of leave in a week for which benefits are sought.

PFML Application Process. An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (www.paidleave.wa.gov). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

Application Notification Requirements to the Operator. An employee applying for PFML benefits must provide written notice to the Operator's Human Resources Department. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, including emergencies, notice must be given as soon as possible under the circumstances. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the Operator, ESD may

temporarily deny PFML benefits. After receiving the employee's notice of the need for leave and PFML benefits, the Operator will advise the employee whether the employee is eligible for job protection, either under this policy or another section of this Handbook.

When ESD approves an employee's PFML application, the employee must promptly submit a copy of the ESD approval paperwork to Human Resources.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Operator's daily operations.

If taking leave intermittently, an employee must notify the Operator each time PFML leave is taken so that Human Resources may properly track leave usage.

Weekly Notification Requirements. After an employee is approved by ESD for PFML benefits, the employee must promptly provide Human Resources with a copy of the employee's weekly PFML claim and weekly approval paperwork.

PFML Monetary Benefits. If ESD approves a claim for PFML benefits, partial wage replacement benefits will be paid by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage, subject to maximum amounts established annually by law. With limited exceptions, PFML benefits are subject to waiting periods, up to a maximum of seven (7) days. When applicable, the waiting period begins on the Sunday of the week in which PFML leave is first taken. During the waiting period, no monetary benefits are paid by ESD. Employees may use available accrued leave to cover any absences during the waiting period. Outside of the waiting period, however, paid leave accruals (vacation, sick, floating holidays, and executive leave) are not supplemental to monetary PFML benefits provided by ESD. Thus, although an employee may elect to use such accrued leave during a PFML-covered absence, the employee's receipt of accrued leave from the Operator must be reported to ESD as part of the PFML claims process and will result in a reduced weekly PFML benefit. Failure to report the receipt of accrued leave may result in an overpayment by ESD, which ESD may recoup from the employee.

Coordination with Other Benefit Programs. When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of the Operator's policies and benefit programs. Insurance coverage will be handled in the

same manner as other unpaid leaves of absence, pursuant to the Operator's policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

Job Restoration; Return to Work Recertification. As a small employer under the PFML regulations, the Operator is not required to grant job-protected leave. All PFML leave requests will be considered on a case-by-case basis, taking into account the operational needs of the Operator and any other leave entitlements available under other law or policy. In situations where a leave is approved, the Operator may require a return-to-work certification from a health care provider before restoring the employee to work following PFML leave. Such certification, when requested, is applicable only when the employee has taken PFML leave for the employee's own serious health condition. If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify the Employer as soon as possible.

35-36. Pregnancy, Childbirth, and Related Disability Leave

The Operator complies with state law governing pregnancy and childbirth disability leave. Even where an employee does not meet the eligibility requirements for FMLA and/or PFML, the Operator will grant job-protected leave for the period the employee is temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave and/or PFML leave, the pregnancy/childbirth disability leave will run concurrently with such leaves.

While on approved pregnancy/childbirth disability leave, the employee may elect whether to use accrued sick leave. However, all other forms of paid leave (vacation, floating holiday, and executive leave) must be exhausted before the employee moves into unpaid status. Once in an unpaid status, health benefits are not continued unless the employee elects COBRA coverage.

36-37. Washington Family Care Act

Employees may use their choice of any available accrued leave (sick, vacation, floating holiday, and executive leave) to care for their child, spouse, registered domestic partner, parent, parent-in-law or grandparent as described below.

An employee may use available accrued leave to care for their child where the child has a health condition requiring treatment or supervision, or where the child needs preventative care (such as medical, dental, optical, or immunization services).

An employee may use available accrued leave when a spouse, registered domestic partner, parent, parent-in-law, or grandparent has a “serious or emergency health condition” which are conditions:

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

Where the need for family care leave is unexpected, the Operator understands advance approval of the use of leave (as is required for certain kinds of accrued leave) may not be possible. Employees are required, however, to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. The Operator reserves the right to require verification or documentation confirming a family member has or has had a “serious or emergency” health condition when available leave is used to care for that family member.

37.38. Military Leave

Uniformed Services Employment and Reemployment Rights Act (USERRA). Every Operator employee who is a member of the National Guard or the U.S. Army, Navy, Air Force, Coast Guard or Marine Corps, or of any organized reserve of the United States, will be granted military leave in accordance with state and federal law. Employees who take military leave will have whatever rights to reinstatement, seniority, vacation, layoffs, and compensation as are provided by applicable law.

Washington Paid Military Leave. All Operator employees are entitled to a paid military leave of absence, for a period not to exceed 21 working days during each year, beginning October 1 and ending the following September 30. Military leave beyond the 21 days of paid time off will be unpaid unless the employee elects to use accrued vacation, floating holiday, or executive leave. An employee is required to provide the Operator with copies of their military orders as soon as possible after they are received.

Washington Military Leave for Spouses and Registered Domestic Partners. The Operator provides military leave for spouses and registered domestic partners of members of the U.S. armed forces in accordance with state law. An employee must work an average of 20 hours per week to be eligible for leave under this policy. Such leave may also be

covered under the FMLA or PFML, although an employee qualifies for this separate military leave entitlement even if the employee does not qualify for FMLA or PFML.

During a period of military conflict, Operator employees who are military spouses and registered domestic partners are entitled up to a total of fifteen (15) days of unpaid leave per deployment. The leave may be taken:

- When the soldier is on leave from their deployment; or
- After the soldier learns of the deployment, but before they commence active duty.

While on leave, the employee must exhaust all accrued vacation, floating holiday, and executive leave before moving into unpaid status. While on an unpaid status, the employee may elect COBRA coverage for continuing insurance benefits.

Employees requesting leave under this policy must provide notice to their supervisor, Human Resources, or Executive Director or designee within five (5) business days of the soldier receiving official notice of the order to active duty, or official notice of receiving leave from active duty. Upon returning from leave, the employee will be restored to their original job, or to another job with equivalent pay, benefits, and other employment terms and conditions.

38-39. Leave for Domestic Violence, Sexual Assault, or Stalking

In accordance with state law, the Operator provides reasonable leave away from work, either in a continuous block of time or intermittently, or continued employment on a reduced work schedule, when the reason for the leave is one or more of the following:

- An employee seeks assistance from a lawyer or law enforcement to prepare for or participate in a civil or criminal proceeding related to incidents of domestic violence, sexual assault, or stalking involving either the employee or a "family member" of the employee.
- An employee seeks or attends treatment for physical or mental injuries of the employee, or a family member caused by domestic violence, sexual assault, or stalking.
- An employee obtains services from a domestic violence shelter, rape crisis center, or similar facility for the employee or a family member.
- An employee obtains mental health counseling for domestic violence, sexual assault, or stalking for the employee or family member of the employee who has been a victim.

- An employee participates in safety planning or relocation for the employee or a family member.

For purposes of this policy, “family member” includes a child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or anyone with whom the employee has a dating relationship. The Operator may require proof of a family relationship, such as a birth certificate, a court document, a signed statement from the employee, or other similar documentation.

When an employee needs leave under this policy, the Operator may request the following documentation to substantiate the need for leave:

- Police report.
- Court order of protection.
- Documents supporting a court appearance.
- Statement from a domestic violence advocate, attorney, clergy member, or medical or other related professional.
- An employee’s signed written statement.

Employees must use accrued vacation, floating holiday, and executive leave before taking unpaid leave. Sick leave must also be used before moving into an unpaid status, assuming the reason for leave constitutes an “authorized purpose” under the sick leave policy of this Handbook.

If possible, employees are required to give advance notice of their need for leave. If the situation does not allow for advance notice, the employee must notify their supervisor, Human Resources, or Executive Director or designee no later than the end of the first day the employee takes leave.

The Operator will maintain the confidentiality of all documents associated with leave requested or taken under this policy. These documents may be disclosed only with the consent of the employee, by order of a court or administrative agency, or otherwise required by federal or state law. Upon returning from leave, the employee will be restored to their original job, or to another job with equivalent pay, benefits, and other employment terms and conditions.

39-40. Unpaid Religious Holidays

Employees are entitled to two (2) unpaid religious holidays per calendar year for reasons of faith or conscience, or organized activities conducted under the auspices of a religious denomination, church, or religious organization. Where possible, employees requesting to take an unpaid religious holiday shall provide notice to their supervisor at least two (2) weeks prior to the requested absence. Approval will be granted provided the absence does not cause an “undue hardship,” meaning significant difficulty or expense, taking into account factors such as the Operator’s work needs, staffing levels, other employees previously approved for leave, and the impact of the absence on daily operations. Unpaid religious days are provided only in full-day increments and do not carry over from one calendar year to the next.

40-41. Bereavement Leave

In the event of the death of an employee’s family member, an employee may receive up to five (5) days of paid bereavement leave. All bereavement leave is approved by the Executive Director or designee. Once approved, bereavement leave must be used within six (6) months from the date of death. The Executive Director or designee may approve additional bereavement leave through the usage of sick, vacation, floating holiday, or executive leave.

For purposes of this policy, “family member” shall include a spouse, domestic partner, child, parent, grandparent, grandchild, and sibling. In addition, the Executive Director retains the discretion to approve additional close familial relationships existing between an employee and a deceased relative (for example, where an employee had a close relationship with an aunt, uncle, cousin, in-law, romantic partner, or other individual residing with the employee). The Operator retains the discretion to request verification of the family relationship or death.

41-42. Jury Duty

The Operator provides employees with reasonable leave for jury service. An employee must provide the Operator with a copy of the jury duty summons as soon as possible after receiving it. For each summons, employees are eligible to receive up to ten (10) business days of paid jury duty leave. For extended jury service beyond ten (10) business days, additional paid jury duty leave is subject to approval by the Executive Director or designee. As a small employer, if an employee is summoned during a critical work period, the Operator may request the employee to request a waiver from duty.

To be eligible for jury duty pay under this policy, an employee must surrender payment provided by the court, excluding expense reimbursement (such as mileage). Upon completion of jury duty, an employee is required to promptly contact his/her supervisor for instructions regarding reporting to work, and must provide the Operator with proof of completed jury service.

42.43. Other Unpaid Leaves of Absence

Subject to operational and other considerations, the Operator may grant an unpaid leave of absence for an absence not covered by any other type of leave or policy. Any available accrued paid leave must be exhausted before an unpaid leave will be approved. An example of an absence that may qualify for unpaid leave is a prolonged illness or medical condition for which an employee needs reasonable accommodation. An unpaid leave of absence may be taken only when authorized by the Executive Director or designee. While on an approved unpaid leave of absence, all benefits shall cease, although an employee may elect to maintain insurance benefits through COBRA.

43.44. Administrative Leave; Fitness-for-Duty Examinations.

Administrative Leave. When supported by safety, performance, or behavior concerns, or to minimize workplace disruption during an investigation, the Operator may place an employee on administrative leave, including a full suspension of duties, pending a review of the employee's performance, an investigation into allegations of misconduct, or other remedial action. As deemed appropriate by the Operator, an employee on administrative leave shall be available to the Operator as needed during regular work hours, turn over all Operator property (cell phone, ID cards, etc.), and remain away from the Operator's facilities without prior permission.

Fitness for Duty Examinations; Reasonable Accommodation Analysis. Consistent with applicable law, the Operator may require medical certification or evaluation when the Operator has a reasonable basis to question whether an employee is fit-for-duty, to assist in the workplace accommodation process, or when an employee may pose a danger to workplace health and safety. On a case-by-case basis, the Operator may require an employee to obtain medical certification from the employee's own medical provider. Alternatively, consistent with state and federal law, the Operator may require an examination at an independent doctor, selected and paid for by the Operator, with any such examination limited to a job-related analysis.

GENERAL EMPLOYMENT POLICIES

44.45. Pay Periods and Payroll Procedures

Employees are paid every other Thursday (26 pay periods per calendar year). If a Thursday payday falls on a holiday, the Operator will pay employees the day prior. The Operator pays employees through direct deposit, with employees enrolling through Human Resources.

The Operator will withhold from an employee's paycheck those deductions required by law (payroll taxes and withholdings, court-ordered garnishments, etc.), as well as any voluntary deductions authorized by the employee and approved by Human Resources. Should an employee inadvertently be overpaid, the Operator will follow the standard procedure established in RCW 49.48.200 and RCW 49.48.210. Finally, the Operator may make deductions from an employee's final paycheck when consistent with state law (WAC 296-126-025).

Complaints or Concerns. Employees have an ongoing responsibility to review their paychecks to ensure accuracy. Employees who believe there are errors on their paycheck, including underpayments, overpayments, improper deductions, or misreported hours or overtime, must immediately report their concerns to Human Resources. The Operator will promptly investigate all reported complaints and, if appropriate, take corrective action. The Operator prohibits and will not tolerate retaliation against any employee for submitting a good faith complaint under this policy.

45.46. Vehicles and Safe Driving Practices

Driver's License Requirements. Many roles at the Operator require employees to hold a valid Washington driver's license and/or drive for business-related purposes. As such, any employee who operates a motor vehicle while conducting Operator business is required to hold a valid Washington driver's license. This includes Operator vehicles, personal vehicles, and rental or rideshare vehicles. Temporary exemptions may be granted where an employee holds a valid driver's license from another state.

Reporting Loss of License. Employees must promptly report to their supervisor any loss, revocation, or suspension (temporary or permanent) of their driver's license or lawful ability to operate a motor vehicle. The employee will be immediately suspended from driving duties and may be subject to additional disciplinary action.

Reporting Traffic Tickets and Accidents. Employees who, in connection with Operator business, receive a traffic ticket or infraction (including parking tickets), or who are involved in a motor vehicle accident (regardless of fault) shall immediately notify their supervisor. Any accident involving property damage or injuries shall also be reported to law enforcement. These reporting requirements apply to any motor vehicle, including personal vehicles, driven during paid working hours or used in connection with Operator business. Employees are responsible for any driving infractions, fines, or penalties received as a result of their driving, and may be subject to disciplinary action.

Use of Operator Vehicles. As part of daily business, the Operator's employees may be assigned an Operator-owned vehicle, or may be granted access to such a vehicle. Usage of the Operator's vehicles shall be limited to legitimate business purposes, although incidental personal usage is permitted, such as stopping for meals. All Operator vehicles must be maintained in good working order and kept clean. Employees with concerns about the condition of an assigned Operator vehicle shall immediately report their concerns to a supervisor. Any employee driving an Operator vehicle must observe all traffic laws and rules of the road while driving.

- Employees may be directed to park their Operator-owned vehicles on the Operator's premises or offsite lots authorized by the Operator.
- On occasion, employees may be provided a take home Operator-owned vehicle. Employees may be issued a take home vehicle, as examples, where it is inefficient for an employee to pick-up a vehicle before starting his/her work duties, or when an employee is subject to on-call and callback duties. Employees must have a safe and suitable space for securing their vehicle at home. Employees are responsible for routine inspections of their vehicle, with any required maintenance scheduled during on-duty time. Employees may be asked to complete a daily at-home vehicle trip log form. When issued a take home vehicle, employees are not paid for regular commuting time. Take home vehicles are subject to discontinuation based on changing Operator business needs and resources. All other terms and conditions of this Handbook shall apply.

Use of Personal Vehicles. Employees may be authorized or required to use their personal vehicles in connection with Operator business. Employees using their personal vehicle are eligible for mileage reimbursement in connection [with Section 46 of this Handbook with the Reimbursable Expenses and Mileage policy](#). Any personal vehicles used for Operator business must be in good working order and safe to drive. Employees using a personal vehicle must have a valid Washington driver's license and personal automotive insurance at or above the legally required coverage levels.

Vehicle Passengers. Unless authorized by the Operator, employees should not have passengers in their vehicles when conducting Operator business unless the passenger has a legitimate work purpose (coworker, vendor, customer, etc.).

Zero Tolerance Policy for Unsafe or Illegal Driving Practices. The Operator has a zero tolerance policy for unlawful driving, distracted driving, texting while driving, or the consumption or usage of any drugs or alcohol that could affect an employee's ability to safely drive. Violations of this policy may result in discipline, up to and including termination.

46.47. Reimbursable Expenses and Mileage

The Operator's employees are eligible for reimbursement of reasonable and customary expenses incurred while performing business on behalf of the Operator. Such reimbursable expenses may include, but are not necessarily limited to, the following:

- Mileage in connection with work-related business travel, at rates set annually by the federal government.
- Reasonable travel expenses, including airfare, hotel, meals, parking, and rental cars.
- Office supplies and equipment.
- Training, enrollment, conference, or certification costs.

Employees should consult with their supervisor for approval before incurring expenses. The Operator will not reimburse expenses that have already been paid by another program or organization, or if reimbursement is available through another program or organization. Employees requesting reimbursement must keep receipts and documentation and must timely submit their requests to the Finance Department for review and payment and must follow the Operator's procurement policy.

47.48. Uniforms and Equipment

Uniforms. The Operator may assign uniforms and identification tags to employees providing public-facing or customer duties. Upon issue, uniforms are the responsibility of the employee for maintenance and care. Normal wear and tear is expected, with replacements issued by the Operator on an as-needed basis. Employees are free to change into their work uniforms while at home, or they may store their uniforms at the Operator. The uniforms remain the property of the Operator and must be returned to the Operator at the end of employment.

Tools, Equipment, and PPE. The Operator will provide employees with all required tools, equipment, and personal protective equipment (PPE) necessary to complete the job. Employees who do not believe they have the proper tools and equipment to safely perform a work assignment shall immediately notify a supervisor. Employees are responsible for the reasonable care of all tools and equipment issued to them. The Operator will repair or replace any tools or equipment that have become worn-out or damaged in connection with work duties. All tools and equipment remain the property of the Operator and shall be returned at the end of employment.

Protective Footwear. Certain positions at the Operator, including Radio Technicians, are required to wear protective boots, which must meet L&I safety standards (WAC 296-800-16060 and ASTM F-2412-2005). On an annual basis, employees required to wear protective boots are eligible for reimbursement of an approved pair of boots, with the reimbursement rate set annually by the Executive Director or designee. Employees with questions about approved footwear shall consult with their supervisor before making a purchase. Employees requesting reimbursement will be required to submit proof of purchase. Any unused boot allowance does not rollover from one calendar year to the next.

48-49. Outside Employment

Operator employees may hold outside employment, including their own personal businesses, provided that such outside employment does not interfere with an employee's assigned duties at the Operator (including on-call and overtime requirements), does not create an actual or apparent conflict of interest, and does not involve the use of any Operator property, facilities, or equipment. All outside employment is subject to review and approval by the Executive Director or designee.

New-hires with pre-existing outside employment shall notify the Operator during the hiring process, or promptly after being hired, for review of the arrangement. Existing employees who are considering outside employment shall notify the Executive Director for review before accepting the outside employment. Once approved, an employee's outside employment is subject to continued compliance with these policy expectations.

49-50. Resignations and Retirement

Employees are encouraged to provide at least two (2) weeks' advance notice of a planned resignation or retirement. All resignations and retirements shall be provided to in writing to a supervisor, Human Resources, or the Executive Director or designee. In lieu of continued employment after notice is provided, the Operator reserves the right to provide the employee with a maximum of two (2) weeks' pay and immediately

discontinue the employment relationship. Unless the two (2) week notice period is waived by the Executive Director based on a personal emergency, employees who fail to provide the requested two (2) weeks' advance notice are subject to a deduction of their final vacation cash-out equal to the number of days in which notice was not provided.

Employees who resign or retire are expected to return all Operator property and equipment (for example, keycards, ID badges, laptops, etc.) on or before their final day of employment. The Operator will provide departing employees with their final paycheck, benefits, and accrued leave cash-out in accordance with the Operator's payroll procedures and the minimum requirements of state law.

50-51. Layoffs, Furloughs, and Reductions in Force

At times, economic conditions and/or business needs may make it necessary for the Operator to conduct layoffs, furloughs, or workforce reductions. The Executive Director or designee may authorize such actions based on budget constraints, changing business directives, lack of work, or any other related business needs. Decisions regarding impacted employees include consideration of business needs, roles held, performance, seniority, and the qualifications required for the remaining jobs.

51-52. Training and Development

Mandatory Training and Certifications. In certain situations, the Operator may require attendance at a training, seminar, course, or similar program, including attendance at training necessary to maintain minimum licensing or certification requirements. In such instances, the Operator will pay the entire expense, including the cost of attendance and the employee's working time spent in attendance (non-exempt employees).

Optional Training and Career Development. The Operator recognizes the mutual benefits derived from personal growth and career development, and thereby encourages employees to pursue job-related training opportunities. Employees requesting training or certification should first discuss the matter with their supervisor. Approval for training is based upon budget resources, business needs, and available personnel. For non-exempt employees, the compensability of time spent in training, including associated travel time, will be determined in accordance with state and federal law.

52-53. Workplace Privacy Disclaimer

The Operator's employees have no expectation of privacy concerning any Operator-owned property or equipment, including their assigned workspaces. The

Operator's property and equipment, including vehicles, are subject to access and inspection, without notice, as required by legitimate daily business. Any employee-owned personal property brought onto the Operator's premises (for example, a personal backpack or purse) is subject to search where the Operator has reasonable cause to suspect theft, possession of drugs, or any other violations of this Handbook.

53-54. Solicitation

The Operator prohibits the solicitation, distribution, and posting of materials on the Operator's property or premises by any employee or non-employee. The sole exceptions to this policy are (1) charitable and community activities supported by the Operator, (2) Operator-sponsored programs, benefits, and services, and (3) reasonable personal postings by employees in their assigned workspaces, provided the personal postings do not violate any other sections of this Handbook.

Outside third parties may not solicit employees or distribute literature of any kind on the Operator's property or premises at any time. Employees may only admit non-employees to work areas only with supervisor approval.

Employees may not solicit other employees during work times, except in connection with an Operator-approved or sponsored event. Employees may not distribute literature of any kind during work times, or in any work area at any time, including through email, except in connection with an Operator-sponsored program or event. Any other postings, whether physical or electronic, require prior approval by Human Resources.

54-55. Political Activities

The Operator's employees, in their personal capacities, have the same rights as other citizens to campaign in support of, or in opposition to, any candidate, ballot proposition, or political measure. However, employees are prohibited from using any Operator facilities, paid working time, property, equipment, or assets in support of, or in opposition to, any candidate, ballot proposition, or political measure except as authorized under RCW 42.17A.555 or otherwise required by law. When engaging in political activities in their personal capacities, employees should refrain from making any statements suggesting the employee is speaking on behalf of the Operator, and should likewise refrain from wearing Operator uniforms or logos. As part of legitimate work functions, the Executive Director may authorize employees to attend meetings or hearings to present the Operator's position regarding political or legislative issues under consideration.

55-56. Media Statements and Public Relations Communications

The Operator's Executive Director has overall authority and discretion over the dissemination of information to the public. Employees shall refer members of the media, citizens, and any outside parties requesting a public statement to the Executive Director or designee. Any and all media statements, press releases, and PR communications must be approved in advance by the Executive Director or designee.

56-57. Inclement Weather, Natural Disasters, and Emergencies.

Given the critical nature of its public mission, the Operator attempts to offer continued public service during inclement weather, natural disasters, and emergencies ("events"). However, the Operator also recognizes the need for employee safety when navigating adverse conditions.

On days when inclement weather, natural disasters, or other emergencies exist, the Executive Director or designee may close the Operator's offices and/or limit the hours when the Operator is open for business. To be notified about these decisions, employees are responsible for contacting their supervisor and/or checking their Operator email prior to the start of their regular workday.

During an event that forces the Operator to close its operations, where possible, employees will be assigned to telecommuting and hybrid work arrangements. When that is not possible, employees who are told not to report to work, or who are sent home, will be compensated for the day. However, if an employee chooses not to report to the Operator (either before a decision is made to close the Operator, or when the Operator remains open for business), then accrued leave (vacation, floating holiday, or executive leave) must be used to account for the time. For events lasting more than three business days, the Operator will provide instructions to employees regarding alternative work arrangements and/or the requirement to use accrued paid leave to cover the time.

STANDARDS OF CONDUCT AND COMPLAINT PROCEDURE

57-58. Standards of Conduct

The Operator strives to provide outstanding service to the public and expects excellence from each and every employee. Each employee was selected to work for the Operator based on the belief that he/she would be able to fulfill this expectation. Certain expectations have been established regarding employee conduct to ensure efficient daily operations, and for the benefit and safety of all employees.

As a general matter, employees should conduct themselves in a professional manner and use good judgment when performing their job duties. Conduct that interferes with daily operations, is detrimental to the Operator, and/or is offensive to coworkers or the public will not be tolerated.

It is not possible to list all the forms of behavior considered unacceptable in the workplace. The following are examples of behavior that is against Operator policy and that will result in disciplinary action, up to and including termination of employment:

- Failure to treat coworkers, constituents, vendors, contractors, members of the public, and others in a courteous and respectful manner;
- Failure to perform assigned duties, or performance of duties in an unsatisfactory manner;
- Dressing or grooming in an unprofessional manner, and/or failing to dress appropriately and safely for daily work tasks;
- Unauthorized absences, or excessive tardiness or absences;
- Misusing, taking for personal use, destroying, damaging or wasting property, supplies, or equipment belonging to the Operator, another employee, a contractor, or another employer;
- Assaulting, threatening, bullying, or intimidating supervisors or any coworker, constituent, member of the public, or any other person;
- Violation of Operator policy regarding workplace violence;
- Engaging in any form of sexual or other unlawful harassment of, or discrimination or retaliation towards, another coworker, a client, a constituent, member of the public, or any other person;
- Falsifying or altering any Operator record or report, such as employment applications, medical reports, production records, timekeeping records, expense records, absentee reports, financial documents, or the like;
- Misusing Operator communication systems, including email, computers, Internet access, and telephones;
- Refusing to follow management or supervisory instructions concerning a job-related matter, or otherwise being disrespectful or insubordinate;
- Smoking or vaping where prohibited by Operator policy or local ordinance;
- Using profanity or abusive or offensive language;
- Sleeping on the job;

- Disclosing confidential information regarding the Operator or Operator coworkers or constituent(s);
- Negligence, recklessness, or improper conduct resulting in injury or damage to Operator property or equipment;
- Failure to fully cooperate with an Operator workplace investigation;
- Violating safety procedures or policies , or otherwise endangering the safety of coworkers, member of the public, or any other person;
- Making, publishing or repeating false, vicious, or malicious statements concerning a coworker or client;
- Reporting to work under the influence of alcohol, illegal drugs, controlled substances, or narcotics, or using, selling, dispensing, or possessing illegal drugs or narcotics on Operator premises;
- Dishonesty;
- Fighting; or
- Engaging in off-duty misconduct that interferes with an employee's ability to do their job or reflects negatively on the Operator.

The above list contains examples only, and is not exhaustive. At the Operator's discretion, any violation of Operator policies, or any conduct considered inappropriate or unsatisfactory, may subject an employee to disciplinary action. Disciplinary action may include, but is not limited to, verbal warning, written warning, suspension, demotion, or termination. The Operator, in its sole discretion, will determine the appropriate disciplinary response to misconduct or unsatisfactory performance. While the Operator supports the concept of progressive discipline, use of progressive discipline should not be construed to modify an employee's at-will status.

Depending on the nature of the behavior or misconduct at issue, the Operator may place an employee on administrative leave pending an investigation and determination regarding discipline. As deemed appropriate by the Operator based on the particular circumstances, an employee on administrative leave shall be available to the Operator as needed during regular work hours, turn over all Operator property (cell phone, security cards, etc.), and/or remain away from the Operator's facilities without prior permission.

Should the Operator decide to suspend an exempt employee as a disciplinary measure, any unpaid suspension must be in increments of a full workweek, unless the suspension is imposed for violating a major safety rule.

58-59. Workplace Violence and Weapons

Prohibition Against Workplace Violence. The Operator has a zero tolerance policy for any acts or threats of violence by any employee, contractor, or guest on Operator facilities or property, or while conducting business on behalf of the Operator. Employees who observe any acts or threats of violence, or have any related safety concerns or suspicions, have a duty to immediately notify a supervisor. Examples include, but are not limited to, threats, acts of physical violence, threatening remarks, displaying a weapon, etc. If the act or threat involves bodily harm or damage to property, the employee should first immediately dial 911. Violation of this policy may be grounds for disciplinary action, up to and including termination.

Firearms and Weapons in the Workplace. The Operator strictly prohibits firearms, knives, and other dangerous weapons on Operator premises. Unless otherwise required by law, no employee is authorized to carry a weapon, concealed or not, on Operator premises, in Operator vehicles, or while representing the Operator or conducting business on behalf of the Operator. An employee carrying a weapon in violation of this policy is subject to disciplinary action, up to and including termination.

59-60. Nepotism, Dating, and Romantic Relationships

Nepotism. The Operator does not prohibit or discriminate against family relatives, and thus permits the employment of two or more family relatives. However, the Operator does not permit the employment of family relatives where any of the following situations exist:

- One family member would have the authority, or be in a practical position, to supervise, hire, promote, remove, or discipline the other individual.
- One family member would be responsible for auditing or evaluating the work or performance of the other individual.
- One family member would have access to confidential material of the other individual.
- Other circumstances exist which would place the two individuals in an actual, perceived, or reasonably foreseeable conflict between the Operator's interests and the interests of the two family members.
- One family member serves as a Board member, with the other serving as an employee, unless steps can be reasonably taken to recuse the Board member from any Board action reasonably implicating the employee.

For purposes of this policy, "family relative" includes any of the following:

- Parents or stepparents
- Children or stepchildren
- Parents-in-law
- Children-in-law
- Grandparents
- Grandchildren
- Spouses and domestic partners
- Siblings
- Aunts and uncles
- Cousins

If circumstances exist that create a conflict or potential conflict with any of the above, the Operator, acting through the Executive Director or Board Chair, reserves the right to act as necessary to resolve the conflict, including reassignment, resignation, or separation. Notwithstanding any of the above, the Operator will permit the employment of family relatives, even where any of the above-cited concerns exist, where (1) a business necessity exists; and/or (2) the working relationship is temporary or limited-term and is supported by adequate safeguards.

Dating and Romantic Relationships. Dating, romantic, or other sexual relationships between coworkers, including the Operator’s Board members, where one individual has influence or control over the other’s conditions of employment, can create a range of potential issues, including actual or perceived favoritism, bias, conflicts of interest, and harassment. Given these concerns, supervisory employees are strictly prohibited from having a dating, romantic, or other sexual relationship with any subordinate employees with whom the supervisory employee has a direct supervisory responsibility. In addition, all employees, regardless of a supervisory relationship, are required to disclose any new or ongoing dating, romantic, or sexual relationship to Human Resources to ensure compliance with this policy. And finally, dating, romantic, or other sexual relationships between the Operator’s employees and Board members are prohibited unless the Board member and the employee are pre-existing spouses or domestic partners, based on the terms applicable to “family relatives,” stated above. Upon notice to Human Resources of a dating, romantic, or other sexual relationship, the Operator will evaluate whether changes in reporting structures or other modifications are necessary to avoid actual or potential problems. Where a conflict of interest cannot be addressed through reassignment or other effective means, one of the employees may resign or be discharged from employment.

60-61. Conflicts of Interest and Code of Ethics

As a public agency, the Operator strives for honesty and integrity, open and accessible government, fiscal responsibility, and fair treatment of employees, customers, and the public. All of the Operator's employees are responsible, through their actions and statements, for the perception of the Operator as an ethical public agency. Employees at all levels should avoid both real and perceived conflicts of interest when performing their duties on behalf of the Operator. Where applicable, the Operator's officers and employees are bound by the terms of Washington's Code of Ethics for Municipal Officers, Chapter 42.23 RCW. In addition, the following are prohibited conflicts of interest for all Operator employees:

- Having a beneficial interest in any contract made by the employee or the employee's subordinates.
- Accepting any compensation, gratuity, gift, or reward from a source other than the Operator for the performance of job duties. However, for purposes of this policy, reasonable meal expenses provided in connection with legitimate business purposes and *de minimis* and infrequent gifts at or below \$50 are permissible.
- Using the affiliation with the Operator to secure special privileges or exemptions for the employee or others.
- Disclosing or using the Operator's confidential information for personal gain.
- Using the Operator's property, facilities, or equipment for purposes outside of legitimate business needs.
- Taking any acts that would violate the terms of a contract entered into by the Operator.
- Taking any other acts that would violate the ethical standards required by local, state, or federal law.

Employees with any concerns regarding actual, anticipated, or perceived conflicts of interest shall report their concerns to the Executive Director or designee and await a determination before taking action. Where deemed necessary, the Operator shall investigate and issue a determination regarding the conflict. Violations of this policy are subject to disciplinary action, up to and including termination.

61-62. Drug and Alcohol-Free Workplace and Testing

Prohibition Against Drug and Alcohol Use. The use of alcohol or any drug that is illegal under state or federal law is a serious threat to personal health, workplace safety, and

job performance. Employees are strictly prohibited from possessing, selling, consuming, or being under any influence (defined as having any detectable amount in his/her body) of alcohol or illegal drugs while on the job, or in any other manner that may affect the employee's work performance or the Operator's interests or reputation. This prohibition also extends to legal drugs for which an employee does not have a valid prescription, or that are not used in a manner consistent with accepted frequency or dosage requirements.

Any employee who is taking medication that may be lawfully prescribed under both state and federal law should determine from his or her physician or pharmacist whether the prescription drug could impair his/her ability to perform the job safely and effectively. If the employee's safe performance of essential job functions may be functionally limited at work by use of a legal drug, he/she must promptly advise his/her manager and Human Resources so that reasonable accommodations can be considered.

Any employee experiencing difficulties with drugs or alcohol is encouraged to contact the Operator's Employee Assistance Program (EAP) before the drug or alcohol issue affects his/her work performance.

Disclaimer for Marijuana or Cannabis. Although cannabis is lawful under Washington law, the Operator strictly prohibits the usage or possession of cannabis or marijuana on the Operator's premises or facilities, in Operator vehicles, or while employees are performing any duties on behalf of the Operator. Employees are likewise prohibited from reporting to work or performing any duties on behalf of the Operator while under the influence of cannabis or marijuana. These prohibitions apply to both recreational and medical marijuana.

Drug and Alcohol Testing, Pre-Employment. Depending upon the position held, job applicants at the Operator may be subject to pre-employment drug and alcohol testing. Where required, testing will be uniformly required of all job applicants applying for the same position. Testing shall be conducted in accordance with local, state, and federal law. As a matter of policy, and consistent with state law, the Operator will not consider pre-employment marijuana usage by an employee unless otherwise permitted by federal law, or when the employee is hired into a safety-sensitive position, meaning a position for which impairment while working presents a substantial risk of death or serious bodily injury.

Drug and Alcohol Testing, Ongoing Employment. To ensure compliance with this policy, the Operator may require drug and alcohol testing of employees based upon reasonable suspicion, where the Operator reasonably suspects an employee may be under any influence of drugs or alcohol, or any other situation suggesting an employee

is otherwise violating this policy. The Operator also may require drug and alcohol testing where employees are involved in a work-related accident involving serious bodily injury or significant property damage. Finally, the Operator also reserves the right to search employee desks, lockers, work areas and personal property brought into the workplace where there is a reasonable basis to suspect a violation of this policy.

When required, alcohol and drug test results are maintained as employee medical records in an employee's separate medical personnel file. The Operator limits access to employee medical personnel files in accordance with applicable law, which generally means that test results are shared only with those who have a need to know the information.

Discipline Action. The Operator will impose disciplinary action, up to and including termination of employment, in the event of any of the following: (1) violation of this policy; (2) a positive test result; (3) refusal or failure to submit to testing when requested to do so; (4) refusal to cooperate in the testing process; or (5) adulteration of any sample or tampering with any part of the testing process.

Commercial Driver's License. Should an employee be required to hold a commercial driver's license (CDL) in connection with a job, the employee will be subject to additional drug and alcohol testing and policy requirements based on the terms of federal regulations.

Questions concerning the Operator's drug and alcohol policy, including any drug or alcohol testing, should be directed to Human Resources.

62-63. Smoking and Vaping

In order to maintain a healthy and comfortable work environment, the Operator prohibits the use of all tobacco products, including smoking, vaping, and smokeless tobacco, within all Operator properties, vehicles, and work locations. Outside of these areas, smoking and vaping is prohibited within 25 feet of all building entrances, exits, windows, and ventilation intakes. Employees who elect to smoke or vape while outside are responsible for the safe and sanitary disposal of all waste. Violation of this policy may be grounds for disciplinary action, up to and including termination.

64. Open Door Policy and Dispute Resolution Procedure.

The Operator recognizes situations may arise in which an employee feels he/she has not been treated in a manner consistent with the expectations of this Handbook. For this reason, the Operator provides employees with the complaint procedure outlined below.

Open Door Policy. The Operator values its employees, and therefore has an open-door policy. Employees with any type of concern or complaint are invited to schedule a meeting with their supervisor, Human Resources, and/or the Executive Director for the purpose of discussing the concerns and potential resolutions.

Step 1 – Informal Resolution. An employee is invited to first resolve any problems or concerns through informal discussions with his/her supervisor and/or Human Resources.

Step 2 – Written Complaint. If the problem is not resolved at Step 1, or an employee is not comfortable with an informal discussion, the employee may submit a written complaint to his/her supervisor and/or Human Resources. The written complaint should include a written description of the facts, the relevant dates, any applicable witnesses, the section of the Handbook thought to be violated, and the resolution sought by the employee. Upon receipt, the Operator will receive the written complaint and will respond in a timely manner.

Step 3 – Appeal to Executive Director or Board Chair – If the problem is not resolved at Step 2, the employee may submit his/her written complaint with the Executive Director. If the complaint pertains to the Executive Director, then the complaint may be submitted to the Chair of the Board. As necessary, the Executive Director and/or Board may investigate the concerns and/or meet with the employee. At the conclusion of the review process, the Operator will submit a written response to the employee, either granting the complaint, denying the complaint, or taking other action.

65. Reporting Improper Governmental Action

The Operator, in compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41, encourages employees to disclose any improper governmental action taken by Operator officials or employees without fear of retaliation. This policy also safeguards legitimate Operator interests by encouraging complaints to be made first to the OperationOperator, with a process provided for speedy review and dispute resolution.

Definitions. “Improper Governmental Action” is any action by an Operator official or employee that is undertaken in the performance of the official’s or employee’s official duties, whether or not the action is within the scope of the officer’s or employee’s employment, and that is any of the following:

- (a) in violation of any federal, state or local law or rule;
- (b) an abuse of authority;

- (c) of substantial and specific danger to the public health or safety; or
- (d) a gross waste of public funds.

“Improper Governmental Action” does not include personnel actions including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, or other personnel actions defined by RCW 41.41.020.

“Retaliatory action” means any adverse change in the terms and conditions of employment, or other hostile actions by another employee towards an Operator employee, which are encouraged by a supervisor or senior manager or official.

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

Procedure for Reporting Improper Governmental Action. Employees who become aware of improper governmental action should first raise the issue with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or a third-party designated by the supervisor, stating in detail the basis for the employee’s belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves the employee’s supervisor, the employee may raise the issue directly with Human Resources, the Executive Director, or Chair of the Board of Directors. This should be done as soon as the employee becomes aware of the improper action. In the event a particular complaint involves allegations of criminal behavior, the Operator may refer the matter to the appropriate law enforcement authorities. If the complaint involves allegations of criminal behavior that may cause immediate harm to an individual or to property, the complaining employee may first report the matter to law enforcement before initiating the procedures described in this policy. The Executive Director (or designee) shall take prompt action to assist the Operator in properly investigating the report of improper governmental action. Officials and employees involved in the investigation shall keep the identity of reporting employees confidential, to the extent possible under the law, unless the employee authorizes in writing the disclosure of the employee’s identity. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except the personnel actions taken as a result of the investigation may be kept confidential (to the extent permitted by law).

In an emergency, where the employee believes that personal injury or property damage may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action, such as:

King County Prosecuting Attorney
King County Courthouse
516 Third Avenue, W400
Seattle, WA 98104
(206) 477-1120 (civil division)
(206) 296-9000 (criminal division)

Attorney General, State of Washington
1125 Washington Steet SE
P.O. Box 40100
Olympia, WA 98504
(306) 753-6200

U.S. Attorney (Western District of Washington)
700 Stewart Street, #5220
Seattle, WA 98101
(206) 553-7970

Washington State Auditor
Insurance Building
Capitol Campus
302 Sid Snyder Ave. SW
Olympia, WA 98504
(360) 902-0370

As noted above, an employee may also report an emergency criminal matter to law enforcement. Potential law enforcement agencies include the Seattle Police Department, the Kent Police Department, the King County Sheriff's Department, the Washington State Patrol, or any other applicable law enforcement agency.

Employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the employee reasonably believes that an adequate investigation was not undertaken by the Operator; to determine whether an improper governmental action occurred; or

that insufficient action was taken by the Operator to address the improper action; or that for other reasons the improper action is likely to recur.

Employees who fail to make a good faith attempt to follow the Operator's procedures in reporting improper governmental action shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

Protection Against Retaliatory Actions: Officials and employees are prohibited from taking retaliatory action against an employee because the employee has in good faith reported an improper governmental action in accordance with these policies and procedures.

An employee who believes they have been retaliated against for reporting an improper governmental action must provide written notice to his/her supervisor within 30 days of the alleged retaliatory action. If the supervisor is allegedly involved in the retaliation, the written notice should be provided to Human Resources, the Executive Director, or Chair of the Board of Directors. The written notice must specify the alleged retaliatory action and the relief requested. Officials, supervisors, and managers shall take appropriate action to investigate and assess complaints of retaliation. Represented employees of the Operator, if any, may elect to pursue such issues through the labor agreement grievance process, in which case the procedures that follow below would not apply.

After receiving the Operator's response to the retaliation complaint, or 30 working days after the delivery of the complaint to the Operator, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to Human Resources, the Executive Director, or Chair of the Board of Directors within the earlier of either 15 working days after delivery of the Operator's response to the complaint of retaliation, or 45 working days after delivery of the employee's complaint of retaliation to the Operator. Upon receipt of the request for hearing, the Operator shall apply within five (5) working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.

Management Responsibilities: The Executive Director is responsible for implementing Operator policies and procedures, for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this policy and these procedures are:

- Permanently posted where employees will have reasonable access to them;

- Made available to any employee upon request; and
- Provided to all newly hired employees.

Officers, managers, and supervisors are responsible for ensuring the procedures of this policy are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including discharge.

TECHNOLOGY AND ELECTRONIC RESOURCES

66. Electronic Communications, Devices, and Technology Resources

The Operator provides electronic communications equipment, devices, and technology resources to facilitate Operator business and communications. The resources include, but are not limited to, computers, laptops, servers, cellphones, tablets, email, and internet/intranet networks and devices (collectively referred to as "Tech Resources"). The primary purpose of the Operator's Tech Resources is to provide service to the public as part of the Operator's business, in a manner consistent with the Operator's vision, values, and policy expectations. *De minimis*, incidental personal use of the Operator's Tech Resources by employees is permitted, if otherwise in compliance with the provisions of this policy, as set forth below.

This policy does not address all required, allowed, or prohibited behaviors by employees, but covers common examples. In general, the Operator relies on the good judgment of its employees to ensure that the Operator's Tech Resources are used in the public's best interest and the legitimate business needs of the Operator.

No Expectation of Privacy. By using the Operator's Tech Resources, employees acknowledge and agree they have no expectation of privacy or confidentiality in their use of these systems or in any data that they create, store, or transmit on or over the systems, including any data created, stored, or transmitted during an employee's incidental personal use of the Operator's Tech Resources as permitted under this policy. Employees further agree that they are aware of, understand, and will comply with the provisions of this policy, and that their use of the Operator's Tech Resources can and will be monitored and any data that they create, store, or transmit on or over Operator electronic systems may be inspected by Operator management at any time. Employees should understand that certain email messages, other electronic communications, and documents created on Operator systems and devices may be considered a public record subject to disclosure and/or subject to discovery in the event of litigation.

Standardized Software and Hardware. The Operator has established standard software and hardware for commonly used applications. The use of unauthorized, non-standard software or hardware, including personally owned software or hardware, on the Operator's Tech Resources without approval of the Operator's IT specialists is prohibited.

Installation of Software and Hardware. Improper installation of software or hardware can damage a computer system, cause system malfunction, create a security concern, or conflict with system configuration. All standardized software and hardware are to be installed and managed by the Operator's IT specialists. Specialized software and hardware technologies exclusive to individual departments may be managed within the appropriate department, in coordination with the Operator's IT specialists. Any moving, relocating, or rearranging of computer software or hardware should also be coordinated with the Operator's IT specialists.

Ownership and Confidentiality. All software, programs, applications, templates, data, data files, emails, messages, and web pages residing on the Operator's computer systems, networks, servers, or storage media, or developed on Operator computer systems, are the property of the Operator. The Operator retains the right to access, copy, modify, destroy, or delete this property without notice. Data files containing confidential or sensitive data must be treated accordingly and must not be removed from the workplace without proper authorization.

Retention Obligations. As a public agency, the Operator has certain data preservation and retention obligations, imposed either by law or by best practices. Employees shall follow all published Operator retention guidelines, shall not intentionally delete data in violation of these policies, and shall immediately notify the Operator's IT specialists with any questions or concerns about data preservation and retention issues that may arise in connection with daily work duties.

Copying Software, Programs, Applications, Templates, etc. Employees must notify the Operator's IT specialists and receive proper authorization before attempting to copy software, applications, programs, or templates. In many cases, copyright laws and/or licenses for commercial software, programs, applications and templates used by the Operator prohibit the making of multiple copies. The Operator and its employees are required to abide by the federal copyright laws and to abide by all licensing agreements.

Passwords, Authentication, and Security. Employees must take steps to ensure the security of the Operator's Tech Resources, including adherence to the password, authentication, and security standards established by the Operator's IT specialists. In

addition, employees must ensure their devices and computer are both physically and digitally secured when they are away.

Acceptable Uses of the Operator's Tech Resources. The Operator's Tech Resources are to be used by employees, contractors, or volunteers for Operator business. *De minimis*, incidental personal use may be permitted where, in the judgment of the supervising manager, such use does not interfere with department productivity, nor distract/take time away from the worker or co-workers assigned work. *De minimis*, incidental personal use means: (1) it is occasional and of short duration; (2) it is done on a worker's personal time, such as on a lunch break; (3) it does not interfere with job responsibilities; (4) it does not result in any expense to Operator; (5) it does not solicit for or promote commercial ventures; (6) it does not utilize excessive network resources; and (7) it does not constitute any prohibited use, as discussed below.

Prohibited Uses of the Operator's Tech Resources. Use of the Operator's Tech Resources to engage in any communication that violates federal, state, or local laws or regulations, or any Operator policy, is strictly prohibited at all times. In addition, the following uses of Operator's Tech Resources are inappropriate and are prohibited at all times, unless specifically exempted below:

1. Personal commercial use (meaning use that benefits an employee's outside employment or commercial business);
2. Accessing, receiving, or sending pornographic, sexually explicit, or indecent materials, including materials of an offensive nature;
3. Usage for any type of unlawful harassment or discrimination, including the transmission of obscene or harassing messages to any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability, or other protected status;
4. Gambling or sports betting;
5. Cryptocurrency mining or trading;
6. Usage for recreational purposes including the loading of computer games or playing online games;
7. Usage that precludes or hampers Operator network performance; such as viewing or listening to streaming audio and/or video unless for Operator business, such as for online training;
8. Unauthorized copying or downloading of copyrighted material;
9. Usage that violates software license agreements;

10. Downloading of software programs unless specifically approved by applicable supervisors and coordinated with the Operator's IT specialists;
11. Usage for political purposes, including partisan campaigning;
12. Sending anonymous messages and/or misrepresenting an employee's name, position, or job description;
13. Deliberately propagating any virus, worm, trojan horse, malware, spyware, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Operator's networks or systems, or those of any other individual or entity;
14. Releasing misleading, distorted, untrue or confidential materials regarding Operator business, views or actions;
15. Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
16. Use of the Operator's Tech Resources for personal use beyond a *de minimis* amount, or in any manner so as to deprive others of system use or resources, including, but not limited to, the sending of bulk email for other than official business or forwarding "chain letter" emails of any kind;
17. Connecting to the Operator's network, or any specific software package, utilizing somebody else's security identification login information to gain alternate security permissions;
18. Any personal use, even if incidental, which results in expense to the Operator;
19. Usage that violates the guidelines set forth in the Standards of Conduct described in this Handbook.

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

Downloading Files from the Internet or Opening Email Attachments. Downloading files from the internet or opening email attachments from sources outside the Operator can lead to spyware, hacking, and/or virus attacks that can severely damage or degrade the Operator's network, equipment, and/or data. The Operator's IT specialists have installed anti-virus and anti-spyware software on all Operator computers and continuously updates signature definition files. However, that does not guarantee that all spyware is blocked, or that all viruses are caught.

Employees who have concerns about hacking, fraudulent access, or virus/spyware infection should immediately notify the Operator's IT specialists for assistance. Similarly,

employees who receive an email with a suspicious attachment, or from an unusual source, should notify the Operator's IT specialists before opening or responding. Employees who notice their computer is behaving strangely should likewise notify the Operator's IT specialists. From time to time, Operator personnel will be provided training on the detection and avoidance of fraudulent or harmful hacking attempts and related IT security policies and practices.

Return of Operator Property. Upon separation of employment for any reason, employees must promptly return all Operator-owned devices, equipment, and other Tech Resources. Failure to promptly return such property shall be grounds for legal action and/or deduction from an employee's final paycheck, to the extent authorized by law.

Usage of Personal Devices. Employees should not use personal cell phones, personal data devices, smartphones, laptops, tablets, or similar devices during working time for personal reasons, with exception for *de minimis* usage that does not interfere with daily work business. Employees are similarly expressly prohibited from using personal cell phones or other personal devices for work-related business purposes (for example, drafting Operator documents or responding to Operator email on a personal device) unless expressly authorized by a supervisor.

67. Social Media Use

The Operator recognizes social media is an effective way to communicate with the public and community we serve. The Operator also recognizes that employees use social media for their own personal reasons. However, the use of social media, for both professional and personal reasons, presents certain risks and carries with it certain responsibilities. This policy therefore establishes rules and expectations for the appropriate use of social media, whether for personal use or in connection with the Operator's business.

"Social media" includes all means of communicating or posting information or content of any sort on the Internet, including blogs, journals, personal websites, website forums and electronic messaging boards, chat rooms, professional networking, and social networking platforms. Examples include, but are not limited to, Facebook, Twitter, Instagram, Threads, TikTok, BeReal, LinkedIn, Tumblr, YouTube, etc. "Social media" applies to any such platform, regardless of whether the platform is associated or maintained by the Operator.

Use of Social Media in Connection with the PSERN Operator. The Operator may authorize the use of social media to enhance public awareness, distribute information to the public, and increase community engagement. Professional use of social media is subject to the following guidelines:

1. All Operator social media sites, accounts, services, or pages (“social media platforms”) shall be approved by the Executive Director or designee.
2. Where possible, social media platforms shall clearly indicate they are maintained by the Operator and shall have Operator contact information prominently displayed.
3. Social media content shall adhere to applicable laws, regulations, and policies, including information technology and records management and retention policies. Content is subject to public records disclosure laws and should be preserved in accordance with the Operator’s retention policies. Before moving forward with the creation of a social media platform, protocols must be in place to ensure the content is managed, stored, and retrieved to comply with open records laws and discovery laws and policies.
4. Where possible, social media platforms should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the Operator. Pages shall clearly indicate that posted comments will be monitored; that the Operator reserves the right to remove obscenities, off-topic comments, and personal attacks; and that any content posted is subject to public disclosure laws.

Personal Use of Social Media at Work.

The Operator’s employees are provided Internet access at work for the purpose of facilitating Operator business, provided that *de minimis*, incidental personal use is permissible. With respect to social media, employees may not use work time for posting, checking, or otherwise participating in social media. Occasional access to social media on meal periods or rest breaks may be permissible, provided that such access is out of public view, does not involve any obscene or profane content, and conforms to the guidelines stated below.

Personal Use of Social Media Away From Work.

The Operator does not seek to censor employees who are active on social media on their own time and using their own computer resources. However, situations exist in which employees may be held accountable or disciplined for their social media activity, even when that activity occurs on the employee’s own time and involves a personal

social media platform. The following guidelines apply to employees' personal use of social media:

1. Even when a communication occurs on personal time and/or away from work, employees should carefully distinguish between postings or comments made in their personal capacity versus their capacity as a person who is professionally affiliated with the Operator. If any confusion is reasonably likely, the employee should expressly state with a disclaimer that he/she is speaking in his/her personal capacity, and not for or on behalf of the Operator. For example, if an employee identifies himself/herself as an Operator employee as part of the posting, the employee should disclaim any inference the employee is speaking in his/her capacity as an Operator representative.
2. Employees must adhere to the same ethical obligations that govern their behavior while on the job. For example, confidential Operator information or documents must not be disclosed, shared, or discussed.
3. Employees must exercise discretion and good judgment when commenting upon colleagues or coworkers, either professionally or personally. This is particularly true when the comments are derogatory and derisive, involve name calling or slurs, or constitute harassment. This is also true when the comments are on publicly available social media sites likely to be seen by other coworkers or the target of the comments.
4. Employees shall not post, share, or support comments or other content that negatively affects the Operator's operations or ability to serve the public. Prohibited content includes:
 - Any posting that includes harassment, threats of violence, or similar inappropriate conduct;
 - Any posting that ridicules, maligns, disparages, expresses bias, negative connotations, or disrespect toward any race, religion, sex, gender, sexual orientation, nationality, or any other protected class of individuals;
 - Any posting that suggests that Operator personnel are engaged in behavior reasonably considered to be unlawful or reckless toward public interests;
 - Any posting that otherwise violates any law or Operator policy.

5. Public employers, such as PSERN Operator, may lawfully impose disciplinary action for speech, even when such speech touches on a matter of public concern, when such speech also impairs discipline or control by supervisors; disrupts coworker relations; erodes close working relationships premised on personal loyalty and confidentiality; interferes with the speaker's performance of duties; or obstructs operations. The Operator's employees may be subject to discipline up to and including discharge for social media activity that violates these standards or otherwise violates this policy.
6. The Operator maintains various policies intended to encourage employees to report workplace concerns, including but not limited to, policies addressing unlawful harassment and whistleblower protections. Employees with concerns about a workplace issue are encouraged to present such concerns through the appropriate reporting channels. Regardless, employees who elect to post complaints or criticism on social media platforms should avoid using statements or content that reasonably could be viewed as malicious, obscene, threatening or intimidating, that defames or disparages others, or that might constitute harassment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Operator policy.

Employees with questions regarding their social media obligations should consult Human Resources.

EMPLOYEE ACKNOWLEDGEMENT FORM

I, _____, acknowledge that I have received, read, and understand the PSERN Operator Employee Handbook, dated _____.

I also acknowledge the Handbook’s purpose and content have been explained to me and I have been offered an opportunity to ask questions regarding it. I understand the Handbook summarizes various employment policies and procedures applicable to my employment with the PSERN Operator. If at any point during my employment I have questions about this Handbook or its individual policies, I will contact Human Resources.

I further understand the Handbook is not an employment agreement, nor contract for employment, and does not promise specific treatment in specific situations. I have been told and I understand that my employment with the Operator is “at-will,” which means it may be terminated at any time, with or without cause, with or without notice, by either me or the Operator. I also understand that I may be demoted, my job responsibilities may change, or my benefits altered after I accept employment with the Operator, with or without cause and with or without notice. I further understand that no Operator representative has the authority to modify my “at-will” status unless such modification is in writing and approved by the Executive Director.

I understand that this Handbook supersedes any prior handbooks or policy manuals regarding employment with the Operator.

I understand that the Operator may add to, modify, delete or make exceptions to any of the policies and procedures contained in the Handbook from time to time, and I am responsible for being familiar with any new, modified, or updated policies.

I agree to perform my job and otherwise act in a manner consistent with the Handbook and any subsequent additions, modification, or deletions, which may be implemented by the Operator during my employment.

(Employee Signature)

(Print Name)

Date: _____

[Insert any necessary appendixes or attachments.]



PSERN Board of Directors Staff Report Agenda Item #6

Title: Operator Employment – Pay Schedules and Transition Provisions
Meeting Date: October 3, 2023
PSERN Staff Contact: Mike Webb, Executive Director
Action: Decision

SUMMARY:

This report provides for the Board’s approval, proposed classification and salary schedules as well as a summary of one-time exceptions to the PSERN Operator Employee Handbook for transferring employees. Once approved, these approved items will be used to generate employee offer letters in October 2023.

BACKGROUND

The PSERN Operator currently employs staff under a staffing agreement with King County that was adopted in 2021. As a result, the Operator follows King County’s employee policies, position classifications and pay schedules. Shortly after full system acceptance (FSA), approximately January 1, 2024, the Operator will employ staff and the staffing agreement will no longer be in effect.

In preparation for FSA and becoming an employer, staff has developed classification and pay schedules. One-time exceptions for transferring employees are also being presented for approval, to be included in employment offer letters.

ANALYSIS:

Proposed classification and salary schedules are provided as an attachment to this report in Appendix A and Board approval is being requested. Key points are summarized below:

Classification Schedule

A classification numbering system from 10 to 50 for PSERN Operator positions is proposed and detailed in Appendix A. The key attributes of this classification system are as follows:

- The pay grades have been selected so that the range 10 – 50 covers the expected position classifications for the Operator, with provision for additional grades below the lowest position and between existing positions.
- The proposed classification system and salary schedules assumes 5 steps at each pay grade, in comparison to 10 in the current King County system.
- Increases between paygrades have been set to 3.5% for each of 5 steps in comparison with the current King County system which is ~2.4% for each of 10 steps.

- A proposed mapping of PSERN Operator pay grades and the corresponding King County classification grades for currently planned positions is presented in Appendix A.
- These mappings and the resulting rates of pay for positions transitioning from King County have been defined so that all transitioning staff will receive the salary or pay rates in 2024 they would have been entitled to had they stayed with King County, i.e., 2023 salary/pay rate plus 4% cost of living increase plus step increase, if applicable.

Salary Schedules

Proposed salary schedules are provided as an attachment to this report in Appendix A and Board approval is being requested. Key points are summarized below:

- Hourly and Annual salary schedules are provided in Appendix A.
- A 5 step pay schedule is proposed, in comparison to King County’s 10 step schedule. This is being done to simplify the salary schedule and also to recognize that automatic step increases are not provided for in the PSERN Operator’s employment policies, i.e., step increases will be merit based.
- The increases between steps have been set to 3.5%, which results in a slightly smaller range between the lowest and highest steps (14.8% versus 20.9%) in comparison to the County.
- Step 4 of the proposed PSERN Operator pay schedule has been set to be equivalent to Step 10 in the King County’s pay schedule, as the majority of transitioning employees are at Step 10.
- The PSERN Operator salary schedule includes a Step 5 which is set at 3.5% above the King County Step 10.
 - This is being done to compensate for the removal of “Merit over-the-Top” which is available to King County exempt staff but is not provided for in the PSERN Operator’s employment policies.
 - Initial job offers for PSERN employees transitioning from King County will be set at a maximum of Step 4 (for employees at step 10), which enables future merit-based increases.
- PSERN Operator pay rates provide for a 4% increase for transitioning King County employees effective January 1, 2024, which is the same as the general wage increase the County is providing.

One-time Exceptions for Transferring Employees

Please Note: The term “transferring employee” is used in this report to refer to employees that are currently employed by King County and working on the PSERN Project, PSERN and/or KCERCS systems who will be offered employment directly with the PSERN Operator with the same or similar job duties, commencing shortly after FSA.

"Transferring employees" includes "Qualified Employees" as defined in the Operator ILA section 8.2, and it also includes staff employed by King County specifically to fulfill PSERN Operator roles.

To ensure that qualifications and experience of transferring employees are recognized, it is proposed that they receive one-time exceptions from some policies, such as leave and probation. These one-time exceptions will be stated in employment offer letters that will be sent to transferring employees in October 2023. These one-time exceptions are as follows:

- Section 6: Probationary Periods. Transferring employees will not be subject to an initial probationary period of employment if they have already completed their probationary period with King County.
- Section 10: Wage Steps and Classification System. Offer letters will document any advanced placement on the Operator's salary step system. The Executive Director will have discretion to place transferring employees on the salary step that recognizes experience and qualifications.
- Section 30: Vacation Leave. Transferring employees will be placed on the vacation accrual schedule, at a minimum, based on their number of completed years of service with King County. Transferring employees may be placed at a higher step on the vacation accrual schedule, at the Executive Director's discretion, based on prior years of experience in the industry or with other public agencies. Transferring employees will have their 2024 vacation accruals front-loaded and will be eligible to use vacation immediately. Any frontloaded vacation leave is not eligible for cash-out until the leave would have otherwise been accrued based on the timelines established in the PSERN Operator employee policy handbook.
- It should be noted that unused vacation balances from King County as of December 31, 2023 will be cashed out to the employee and not transferred to the Operator. Transferring employees will officially separate from employment with King County prior to becoming Operator employees.
- Section 32: Sick Leave. Transferring employees will receive 12 days of front-loaded paid sick leave for 2024. This paid sick leave is eligible for use immediately.

RECOMMENDATION AND NEXT STEPS

It is recommended that the Board approve the PSERN Operator Classification Schedule, Salary Schedules and one-time exceptions for transferring employees.

MOTION: That the PSERN Operator Board approve the adoption of the PSERN Operator Classification Schedule and Salary Schedules as presented in Appendix A.

MOTION: That the PSERN Operator Board approve one-time exceptions for transferring employees as presented.

SUPPORTING DOCUMENTATION:

Appendix A: Proposed PSERN Operator Classification and Salary Schedules

Table A-1 – Proposed PSERN Operator Classifications

PSERN Operator Position	Proposed PSERN Grade	Existing King County Grade
Executive Director	49	92
Technical Operations Manager	42	80
Facilities Manager	39	76
Engineering Supervisor	39	76
Radio Operations Supervisor	39	76
Finance & Administrative Services Manager	38	75
RF Systems Engineer*	36	72
Business Analyst	34	69
Network/Tech Engineer*	33	67
Senior Administrator	31	65
Senior Radio Technician	29	62
Technical Specialist	29	62
Accountant	23	52
HR Specialist*	22	51
Inventory Purchasing Specialist*	20	49
Administrative Specialist	10	37

- Please note that some PSERN Operator positions (denoted with *) have not been fully defined, classified or recruited and so the pay grades are subject to change.

Table A-2 – Proposed PSERN Operator Salary Schedules - Annual

PSERN OPERATOR SALARY SCHEDULE - Annual Rates						
Effective January 1, 2024						
PSERN	KC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Grade	Grade					
					KC 10	
50		231,617	239,723	248,114	256,798	265,785
49	92	223,784	231,617	239,723	248,114	256,798
48		216,217	223,784	231,617	239,723	248,114
47		208,905	216,217	223,784	231,617	239,723
46		201,841	208,905	216,217	223,784	231,617
45		195,015	201,841	208,905	216,217	223,784
44		188,420	195,015	201,841	208,905	216,217
43		182,049	188,420	195,015	201,841	208,905
42	80	175,892	182,049	188,420	195,015	201,841
41		169,944	175,892	182,049	188,420	195,015
40		164,197	169,944	175,892	182,049	188,420
39	76	158,645	164,197	169,944	175,892	182,049
38	75	153,280	158,645	164,197	169,944	175,892
37		148,097	153,280	158,645	164,197	169,944
36	72	143,089	148,097	153,280	158,645	164,197
35		138,250	143,089	148,097	153,280	158,645
34	69	133,575	138,250	143,089	148,097	153,280
33	67	129,058	133,575	138,250	143,089	148,097
32		124,693	129,058	133,575	138,250	143,089
31	65	120,477	124,693	129,058	133,575	138,250
30		116,403	120,477	124,693	129,058	133,575
29	62	112,466	116,403	120,477	124,693	129,058
28		108,663	112,466	116,403	120,477	124,693
27		104,989	108,663	112,466	116,403	120,477
26		101,438	104,989	108,663	112,466	116,403
25		98,008	101,438	104,989	108,663	112,466
24		94,694	98,008	101,438	104,989	108,663
23	52	91,491	94,694	98,008	101,438	104,989
22	51	88,398	91,491	94,694	98,008	101,438
21		85,408	88,398	91,491	94,694	98,008
20	49	82,520	85,408	88,398	91,491	94,694
19		79,729	82,520	85,408	88,398	91,491
18		77,033	79,729	82,520	85,408	88,398
17		74,428	77,033	79,729	82,520	85,408
16		71,911	74,428	77,033	79,729	82,520
15		69,480	71,911	74,428	77,033	79,729
14		67,130	69,480	71,911	74,428	77,033
13		64,860	67,130	69,480	71,911	74,428
12		62,667	64,860	67,130	69,480	71,911
11		60,548	62,667	64,860	67,130	69,480
10	37	58,500	60,548	62,667	64,860	67,130

Table A-3 – Proposed PSERN Operator Salary Schedules - Hourly

PSERN OPERATOR SALARY SCHEDULE - Hourly Rates						
Effective January 1, 2024						
PSERN	KC					
GRADE	Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
49	92	107.5886	111.3542	115.2516	119.2854	123.4604
42	80	84.5637	87.5234	90.5867	93.7572	97.0387
39	76	76.2716	78.9411	81.7040	84.5637	87.5234
38	75	73.6923	76.2716	78.9411	81.7040	84.5637
36	72	68.7926	71.2003	73.6923	76.2716	78.9411
34	69	64.2186	66.4663	68.7926	71.2003	73.6923
33	67	62.0470	64.2186	66.4663	68.7926	71.2003
31	65	57.9215	59.9488	62.0470	64.2186	66.4663
29	62	54.0703	55.9628	57.9215	59.9488	62.0470
23	52	43.9863	45.5258	47.1192	48.7684	50.4752
22	51	42.4988	43.9863	45.5258	47.1192	48.7684
20	49	39.6731	41.0616	42.4988	43.9863	45.5258
10	37	28.1250	29.1094	30.1282	31.1827	32.2741

PSERN Board of Directors Staff Report



Title: Executive Director Report – September 2023
Meeting Date: October 3, 2023
PSERN Staff Contact: Michael Webb, Executive Director
Action: For Information

SUMMARY:

This report provides a summary of the activities of the PSERN Operator (PSERN) since the last report to the Board at the August 2023 meeting.

DISCUSSION:

PSERN Operator Staffing & Hiring

- Current staffing for the PSERN Operator is unchanged since the previous update in August.
- The PSERN Operator will not be recruiting via King County for any additional positions, but will start recruiting for additional technical roles once placement of transferring King County employees is complete.
- The Technical Operations team is conducting a series of technical training courses on the Motorola ASTRO 25 system and network infrastructure for radio technicians, supervisors and other technical support staff.

Employment Transition to Operator

- The PSERN Operator has selected ADP to provide payroll and timekeeping services. A resolution to establish a payroll clearing account will be brought forward for approval at the October 26th meeting.
- Summit Law Group has developed a draft Employee Policy Handbook for the PSERN Operator, which is being brought forward for approval at the October 3rd Board meeting.
- A proposed employment classification system and salary schedules for PSERN Operator staff have been developed and are being brought forward for approval at the October 3rd Board meeting, along with a set of one-time provisions for transferring King County staff.
- The goal continues to be to issue job offers to staff transitioning from King County prior to the end of October, in anticipation of employment transition on January 1, 2024.

Financial Startup

- A breakdown of deployed radio quantities by agency has been developed and is being used to provide all agencies with their preliminary 2024 service fees.
- Invoices will be issued to user agencies on a quarterly basis, with the first invoices for 1Q 2024 issued by November 15.

- Agencies will be asked to confirm quantities and provide feedback prior to the invoices being issued in November.

Stakeholder Engagement Strategy and Website Evolution

- The first phase of Fearey’s work – stakeholder outreach and discovery – has been completed.
- Interviews and focus group meetings have been held with members of the Board of Directors and Operations Board, along with other technical and operational stakeholders.
- The first deliverable (stakeholder engagement strategy/plan) is scheduled to be complete by the end of October.
- The next phase of work (digital media presence/website development) is underway and expected to be complete by the end of 2023.

PSERN User Agencies

- Enquiries related to joining PSERN have been received from the City of Issaquah Public Works and Seattle Public Library.
- Notification of their intention to cease dispatch operations and terminate the Dispatch End User SLA has been received from Bothell Police.

Operational Planning and Status

- The PSERN Operator’s service management system (Jira) is fully operational and being used to track service requests, including DAS verification requests, and incidents/troubles reported by system users.
 - There are approximately 140 open service requests (excluding DAS), most of which are related to the radio deployment program, including defective radios & warranty repairs, reprogramming requests, codeplug updates and outstanding radio installations.
 - All open tickets are being assigned to specific Project or Operator staff members for follow-up and closure.
- PSERN Operator staff have been reviewing the service-related obligations listed in the End User and Dispatch SLAs and have begun work to determine how to address those requirements and report performance against targets.

Upcoming Board Meeting Topics

- Topics expected to be brought forward over the next 3 board meetings include the following:
 - October 2023:
 - Resolution for 2024 Board meeting schedule.
 - Update of Board of Directors Workplan.

- Update on Transfer Agreement execution and associated workplan.
 - Report and resolutions related to joining the Local Government Investment Pool (LGIP).
 - Resolution to establish a payroll clearing account.
 - Approval of Employee Travel Reimbursement Policy
 - Report/discussion on the establishment of the PSERN “Operating” board/committee as defined in ILA section 5.0.
 - Executive Director employment agreement approval.
- December 2023:
 - Update on Transfer Agreement and transition to PSERN Operator.
 - Approval of the charter for the PSERN “Operating” board/committee as defined in ILA section 5.0.
 - January 2024:
 - 2023 Year-in-Review.
 - Update on Transfer Agreement and transition to PSERN Operator.
- These topics are in addition to the regular standing items, including the Consent Agenda, Action Item Log, Executive Director’s report, Startup Spending Update and any approvals that may be required.

CONCLUSION:

This report has provided a summary of the work undertaken by the PSERN Operator since the previous report in August 2023.

SUPPORTING DOCUMENTATION:

None



PSERN Operator Board of Directors Action Log - Open Items

#	Date Opened	Item	Responsible	Due Date	Notes
13	2/24/22	Request for additional information related to In-Building Sites to include details of funding options for the remaining 10 areas recommended by the task force, any budget considerations, improvements found in Coverage Testing, impacts of additional sites on Operator rates, Operations Board and Technical Committee perspective, and impact on backhaul capacity.	Operator Staff	TBD	Planning work for how to fulfill this set of requests will begin once the in-building sites are live on the system and testing is complete. This action item was moved from the Project Action Log to the Operator Action Log on 4/27/23. Work is expected to begin in the fall 2023.



PSERN Operator Board of Directors Action Log - Closed Items and Archive

#	Date Opened	Item	Responsible	Due Date	Notes
1	4/28/22	Summary of portfolio of PSERN leases	Project Staff	6/1/22	Operator
2	4/28/22	Budget workshop to discuss 2023 budget and rate setting	Mike Webb/ Tracy Plouse	7/15/22	Workshop held July 11th. Update at July board meeting.
3	6/23/22	Operator staff will send a calendar invite for the July 11, 2022 budget workshop.	Tracy Plouse	6/24/22	
4	3/24/22	Facility recommendation and approval	Mike Webb	8/25/22	Leased approved at 8/25 meeting.
5	6/23/22	Review availability for the August and September regular Board meetings.	Board Members	7/28/22	Need to confirm quorum
6	4/28/22	Provide a report on possible changes to the Operator ILA associated with a change to the milestone at which the Operator takes over operational responsibility. Assess the Motorola contract for any concerns.	Mike Webb	9/22/22	This pertains to the proposal to set the date for operational transition and PSERN service fee commencement to something other than FSA.
7	5/26/22	Review existing procurement policy to consider issues identified in Clark Nuber phase 1 report.	Mike Webb/ Tracy Plouse	9/22/22	Procurement policy amendments approved.

#	Date Opened	Item	Responsible	Due Date	Notes
8	8/25/22	Update the draft budget and service fee estimates to reflect revised CPI rates.	Tracy Plouse	9/22/22	Updated budget report provided at September meeting.
9	9/22/22	Approval of warrant vouchers (checks) needs to be added to future board meetings as a standing item. This could be done as part of a consent agenda that would also include approval of previous meeting minutes.	Mike Webb/ Tracy Plouse	10/27/22	Will be incorporated as part of consent agenda starting with October meeting
10	9/22/22	Operator staff will bring additional information on the alternatives to modifying or setting the Operator Transfer date and the associated funding requirements and approaches	Mike Webb	10/27/22	Closed, follow up item added to action log.
11	1/26/23	Mike Webb will consult with legal counsel on the wording of the motion for the Board to approve the transfer agreement prior to sending for Council approval.	Mike Webb	2/23/23	This is complete. Wording for the agreement has been provided. Pacifica advised the wording to be "it is also recommended that the Board plan to approve the Agreement, in substantially final form."

#	Date Opened	Item	Responsible	Due Date	Notes
12	10/27/22	The Operator will add the decision regarding collection of service fees from agencies beginning in 2024 to a future Board meeting.	Mike Webb/ Tracy Plouse	NA	FSA will not occur until December and there is no ability for the Operator to collect fees until after FSA. Recommend this item be closed. The Board of Directors agreed that this item should be closed at the 4/27/23 meeting.
14	3/24/22	2024 budget and service fee development.	Mike Webb/ Tracy Plouse	6/22/23	Budget approved in June.
15	3/24/22	Report on proposed plan for development of sublease agreement templates to be drawn up for discussion.	Mike Webb	5/25/23	Agenda item #8 of the 5/25/2023 Board meeting.
16	10/27/22	Operator staff will prepare a draft operational support agreement between the County and the Operator.	Mike Webb	5/25/23	Recommended to close this item as there is no OSA.

#	Date Opened	Item	Responsible	Due Date	Notes
17	5/25/23	The Operator has an action item to come back with some further analysis and proposed budget scenarios for the June meeting.	Tracy Plouse	6/22/23	On the June agenda.
18	7/27/23	The PSERN Operator will look into options on how it could offset the higher out of pocket maximums and deductibles for transferring employees and bring this information to the Board in August.	Operator Staff	8/24/23	Completed August 24,2023