

THURSTON REGIONAL PLANNING COUNCIL

# PERSONNEL POLICIES

2017



January 6, 2017



THURSTON REGIONAL PLANNING COUNCIL  
**PERSONNEL POLICIES**

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chapter one  
**INTRODUCTION**

**1. INTRODUCTION**

Thurston Regional Planning Council is a public agency that is governed by a council comprised of elected and appointed officials from jurisdictions and organizations in the Thurston region. The agency - as well as the council - are both often referred to as “TRPC.” To distinguish between the two, this policy document will use the term “Agency” when referring to the organization, and the term “Council” when referring to the elected and appointed members of TRPC.

This manual summarizes the Agency’s basic personnel policies and is intended to serve as a resource concerning your employment with the Agency. All employees are expected to review and become familiar with the personnel policies. This manual supersedes any prior policies or manuals. As the Agency grows or evolves, personnel policies may change. The Agency, therefore, reserves the right to modify, revoke, suspend, terminate, or deviate from the policies set forth in this manual at any time. While the Agency will try to provide advance notice of any policy changes, advance notice will not always be possible or practical.

This manual contains only general information and guidelines. It does not constitute an employment contract, or promises of specific treatment, or a promise of employment of any specific duration between the Agency and its employees. Your employment with Thurston Regional Planning Council is “at will,” which means that the employment relationship can be terminated at any time, without cause or notice, by you or by the Agency. Nothing in this manual is intended to modify the at-will relationship. No supervisor or other Agency representative has the authority to modify an employee’s at-will status or make representations that are inconsistent with the policies in this manual, unless the modification is in writing and duly approved by the Council.

This manual is not intended to address every aspect of your employment in detail. In some cases, details may be found in other controlling documents, such as the summary plan descriptions of benefit plans. You may also have questions about whether and how a policy applies to a specific situation. For any questions about a specific employment issue, please contact the Deputy Director for guidance.

Additionally, this manual applies to all employees of the Agency. In cases where these policies conflict with an applicable state or federal law or a written employment contract, the terms of the law or contract will control.

## 2. DEFINITIONS

As used in these rules, the terms defined in this section have the following meanings unless otherwise defined by law or rule:

**Agency Management.** The management team of the Agency, comprised of the Executive Director, Deputy Director, and Division Directors.

**Classification Specification.** A written description of the major duties and responsibilities, knowledge, skills, and abilities assigned to a particular position.

**Demotion.** The re-assignment of an employee from one classification to another classification of a lower pay scale or lower maximum rate of pay.

**Executive Director.** The individual appointed to the Executive Director position.

**Executive Director Designee.** Any employee delegated the authority to act for the Executive Director.

**Exempt Employee.** An employee who is exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) and Washington's Minimum Wage Act (MWA).

**FLSA.** The abbreviation for the Fair Labor Standards Act.

**Full Time Employee.** An employee who is normally scheduled to work 40 hours per week.

**Hourly Rate.** An employee's pay rate expressed in terms of dollar amount per hour. It is computed by dividing the employee's annual salary by 2080 hours.

**Illegal Drugs.** Illegal drugs are those drugs prohibited by Federal or State law, regardless of whether or not they are taken for recreational or medicinal purposes.

**Intern.** A current or recently graduated student who is performing work for the Agency on a temporary basis that is connected with the student's major field of study.

**Immediate Family.** A relative including spouse, son, daughter, brother, sister, parent, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, any relative living in the employee's household and any other person determined by the Executive Director to be a member of the immediate family based on the facts in a particular case.

**Lateral Transfer.** The movement of an employee into a new position that is in the same classification or to another classification with the same level of responsibility and in the same salary range.

**Market Adjustment.** An increase or decrease in salary range of a position classification based on a salary survey.

**Non-Exempt Employee.** An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and Washington's Minimum Wage Act (MWA).

**Part-time Employee.** An employee who is normally scheduled to work less than 40 hours per week.

**Pay Plan.** The schedule of pay ranges for all classified Agency positions.

**Pay Range.** The minimum, intermediate, and maximum rates of pay established for each class of positions.

**Pay Rate.** The specific dollar amount established for each step within a pay range.

**Position.** An aggregate of duties and responsibilities to be performed by an employee. A position may be filled or vacant; full-time or part-time.

**Position Classification.** One or more positions which are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirement, and pay scale.

**Promotion.** Appointment to a position having a greater level of job responsibility and a higher pay scale than that the employee currently holds.

**Reclassification.** The creation of a new classification specification and the reassignment of a position from its current classification to the new one.

**Regular-with-an-End-Date Employee.** An individual employed for an identifiable assignment that has a specified beginning and end date and is anticipated to require more than one thousand and thirty-nine (1,039) hours in a twelve (12) month period.

**Regular Employee.** An employee in a regularly budgeted position requiring a minimum of 20 hours a week. Regular employee includes those serving an orientation period unless the context indicates otherwise.

**Salary Survey.** A study intended to gauge the Agency's compensation levels with respect to other organizations that are similarly sized or situated in the same geographic area.

**Temporary Employee.** An individual who is employed on any basis other than as a regular employee or regular-with-an-end-date employee.

**Work Week.** The work week is used to determine overtime and other FLSA issues. Unless otherwise designated by the Executive Director, the work week for Agency employees is Sunday at 12:01 a.m. until midnight the following Saturday.

### **3. AT-WILL EMPLOYMENT**

All employees of the Agency are employed at will, meaning that either the employee or the Agency can decide to end the employment relationship at any time, with or without cause. No one at the Agency has the authority to vary this term of the employment relationship unless in writing and signed by the Executive Director and approved by the Council.

### **4. MODIFICATION OF POLICIES**

Agency management specifically reserves the right to modify or amend these policies at any time, with or without notice. None of these provisions creates a vested contractual right in any employee or to limit the power of the Agency to repeal or modify these rules. The policies are not to be interpreted as promises of specific treatment in specific situations.

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chapter two  
**SALARY PLANS AND CLASSIFICATION PROCEDURES**

**1. PAY AND CLASSIFICATION PLAN**

- A. **Excluded Positions.** The TRPC Pay and Classification Plan (Plan) includes all regular and regular-with-an-end-date positions except the Executive Director. The Executive Director works under the provisions of an employment agreement entered into between the Council and the Executive Director, a copy of which is kept in the Executive Director's personnel file.
- B. **Contents of the Plan.** The Plan includes a list of positions, classifications and a range/step plan. The Council will authorize the Plan by resolution.
- C. **Location of the Plan.** The Deputy Director will keep a copy of the Plan on file.

**2. ADMINISTRATION OF THE PAY AND CLASSIFICATION PLAN**

- A. **Pay and Classification Plan Administration.** Each salary range includes fifteen steps, consisting of twelve regular steps and three longevity steps at the end of the range. The Executive Director is responsible for assigning each classification to a salary range based on the following:
  - A study of comparable positions in jurisdictions established as survey targets and approved by the Council with the goal of maintaining comparability at a midpoint of plus or minus 5%.
  - How that classification relates to other classifications in the over-all organization.

The Executive Director has the authority to substitute or delete targeted jurisdictions or organizations as necessary when a salary survey is conducted. The survey target criteria are as follows: members of the Regional Council; the State of Washington; Washington cities with comparable population and cost of living; Washington counties with comparable population; South Puget Sound jurisdictions with comparable population.
- B. **Step Placement for New Hires.** The Agency pays regular employees as authorized by the Plan. New regular employees normally start at Step 1 of the appropriate range. When an applicant has superior qualifications, the Executive Director may authorize the employee to start at a step higher than Step 1.
- C. **Movement Through Steps.** Regular employees move to the next step in each range upon satisfactory completion of one year in the step until the employee reaches Step 12. To be satisfactory, the previous year of employment must meet or exceed the expected performance level. This determination is made based on a performance evaluation by the supervisor, with approval by the Executive Director. Movement through the steps may be modified at the discretion of the Executive Director and documented in a letter of hire or letter of modification. The above procedure may be modified at the discretion of the Executive Director.
- D. **Salary Placement for Longevity.** Regular employees who have been at Step 12 for two years or more are eligible for longevity pay. Upon completion of two years in Step 12, on their anniversary date, a regular employee would move to Step 13. At the beginning of the sixth year at Step 13, on their anniversary date, they would move to Step 14. At the beginning of their sixth year at Step 14, on their anniversary

date, they would move to Step 15. If an employee were to be eligible for a cost of living adjustment in the same month as they became eligible for longevity pay, the cost of living adjustment will be made first and longevity pay will be added secondarily.

E. **Anniversary Date for Step Movement Purposes.** Once an employee passes their six-month orientation period, their anniversary date is established based on the date of hire. This is the date that regular employees become eligible to be considered for a step increase based on a satisfactory performance evaluation. Other considerations in establishing anniversary dates include:

1. A new regular employee beginning work no later than the 15th of the month has an anniversary date of the 1st of that month;
2. A new regular employee beginning work after the 15th of the month has an anniversary date of the 1st of the following month;
3. A regular employee moving to a higher range will have their anniversary date moved to the first day of the month the change takes effect.
4. A regular employee moving to a lower range for any reason other than discipline retains their anniversary date for step movement purposes.

F. **Salary Placement for Promotions, Reclassifications, and Market Adjustments.** When a regular employee is promoted or reclassified to a higher range, the following rules apply:

1. When a regular employee is promoted or reclassified to a position in a higher salary range, step placement in the new range will be within the following minimum and maximum placement:

**Minimum** – the first step in the new range that is within at least \$5 of 105% of the previous step.

**Maximum** – the same number step in the new range that the employee was in the old range. (For example: if an employee promotes from Range 6 Step 7 to Range 9, the maximum step in Range 9 would be Step 7.) The Executive Director determines actual step placement.

2. When a promotion or reclassification to a higher range is effective on the same day that a step increase is due, the step increase occurs first.
3. When the salary range of a classification specification is changed due to a market adjustment, step placement will be as follows:

**Minimum:**

**Employees in steps 1-12** shall be moved to the step in the new range that most closely matches their current salary without a decrease in pay.

**Employees in steps 13** shall be moved to the step in the new range that is within \$5 of 102.5% of the previous step.

**Employees in step 14-15** shall be moved to the step in the new range that is within \$5 of 105% of the previous step.

**Maximum** – the same number step in the new range that the employee was in the old range. The Executive Director determines actual step placement due to market adjustments.

G. **Salary Placement for Demotions and Reclassifications to a Lower Range.** A regular employee demoted as a result of discipline moves to the highest step in the new range that provides for a decrease in salary. A regular employee who moves to a lower range for any reason other than discipline will be placed as follows:

1. When Step 12 is higher than the employee's current salary, the employee's salary will be frozen until the employee's next anniversary date. On the employee's next anniversary date, the employee will be eligible to move to the step in the new range that provides for some increase.
  2. When Step 12 is lower than the employee's current salary, the employee will be placed in Step 12 unless an alternative salary placement is approved by the Executive Director.
- H. **Salary Placement for Lateral Transfers.** A regular employee transferring positions within a classification will remain in the same step and keep the same anniversary date for step movement purposes.
- I. **Cost of Living Adjustment.** Each year in December, the Executive Director will perform a survey of the targeted organizations and jurisdictions (see section 2A) to establish a basis for consideration of a cost of living adjustment. Based on this information, in January the Executive Director may propose a cost of living adjustment to the Council for approval.

### 3. EXECUTIVE DIRECTOR'S COMPENSATION PLAN

The Executive Director is employed through an employment agreement with the Council. Changes to the employment agreement are negotiated separate from the Agency's Pay and Compensation Plan

### 4. REORGANIZATIONS/RECLASSIFICATIONS/NEW POSITIONS

- A. **Request.** When the Executive Director wants to reorganize, reclassify an existing position(s) or add a new position(s), s/he will present the proposal to the Council for approval.
- B. **Effective Date.** The effective date of any resulting salary change is the date of Council approval, unless the Council specifies a later effective date.

### 5. SPECIAL RULES FOR RECLASSIFICATIONS

- A. **Authority to Request.** Only the Executive Director may request that the Council reclassify a position.
- B. **Decision by Executive Director.** A regular employee who believes their position is improperly classified will submit a written request for reclassification to the Executive Director. The Executive Director will determine the appropriate action, if any, and will notify the employee of the decision within 30 days of receiving the request. If the Executive Director denies the request, the Executive Director will include the reasons for the denial in the response to the employee. If the Executive Director approves the request and decides to seek a reclassification, s/he will follow the procedures in Rule 4 of this chapter.

### 6. ADMINISTRATIVE CHANGES TO CLASSIFICATION SPECIFICATIONS

The Executive Director may make administrative changes to classification specifications. Administrative changes result in no change to the overall knowledge, skills, or major emphasis of the classification and no change in pay rate. An administrative change does not require approval of the Council.

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chapter three  
**COMPENSATION**

**1. COMPENSATION FOR TEMPORARY EMPLOYEES**

- A. **Hourly Rate.** Temporary employees are hourly employees. The Executive Director determines the hourly rate. In determining the hourly rate, the Executive Director should use TRPC's pay structure for similar work as a guide. Temporary employees are paid on actual hours worked times hourly rate.
- B. **No Benefits.** Temporary employees are not entitled to any annual leave, sick leave, pay for holidays not worked, medical, dental, life or any other benefit that the Agency provides to regular or regular-with-an-end-date employees.

**2. MONTHLY PAY**

- A. **Pay Day.** The Agency will pay employees once a month, on the last working day of the month. Regular and regular-with-an-end-date employees are paid for the current month. Temporary employees are paid for work from the 15<sup>th</sup> of the previous month through the 14<sup>th</sup> of the current month. For example, a temporary employee's paycheck on the last working day of March will include all hours worked from February 15 through March 14.
- B. **Salary for Exempt Employees.** The Agency pays exempt employees on a salary basis. The Agency will not deduct leave for an exempt employee who is absent from work for less than one regular working day. Exempt employees who are absent from work for one or more full working day(s) for illness, vacation or other reason will use paid leave time or leave without pay.
- C. **Regular or Regular-with-an-end-date Employee Working Less than a Full Month.** A new regular or regular-with-an-end-date employee working less than a full calendar month, a regular or regular-with-an-end-date employee taking leave without pay, a regular or regular-with-an-end-date employee who reduces his or her FTE during the month, and a regular or regular-with-an-end-date employee who is terminating on a day other than the last working day of the month will be paid for the number of hours in pay status times the hourly rate.
- D. **Holiday Pay When Working a Partial Month.** The Agency will pay a regular or regular-with-an-end-date employee working only a partial month for a holiday during that month if the employee is on paid status both the working day before and the working day after the holiday. However, a new regular employee starting work the 1st working day of January will be paid for the New Year's Day holiday.
- E. **Determination of First Working Day.** A new regular or regular-with-an-end-date employee working the entire first working month will be hired effective the 1st of the month, whether the 1st is actually a work day or not.

### 3. **OVERTIME AND COMPENSATORY TIME FOR NON-EXEMPT EMPLOYEES**

This section shall not apply to exempt employees.

- A. **Work Beyond 40 Hours in a Week.** Non-exempt employees will accrue overtime or compensatory time at the rate of one and a half hours for each hour worked in excess of 40 hours per work week. Non-exempt employees who work less than 40 hours per week are eligible for compensatory time at the rate of one hour for each hour worked.
- B. **Authorization for Overtime Work.** All non-exempt employees must receive express authorization from the Executive Director before working overtime (see Appendix). Employees who work unauthorized overtime may be subject to disciplinary action.
- C. **Maximum Compensatory Time Balance.** A non-exempt employee may accrue a maximum balance of 80 hours of compensatory time. The Agency will pay non-exempt employees for any overtime worked beyond the maximum compensatory time balance.
- D. **Termination.** The Executive Director will pay any remaining compensatory time balances to all terminating non-exempt employees. Non-exempt employees, especially retiring employees, are encouraged to use their compensatory time before termination.

### 4. **NO OVERTIME OR COMPENSATORY TIME FOR EXEMPT EMPLOYEES**

Exempt regular employees are not eligible to accrue compensatory time or receive overtime pay. For an exempt position, work beyond a 40-hour week is considered part of the job. These time demands are reflected in the salary for the position.

In situations where the Executive Director determines there is a need to assign job duties to a regular employee that are outside of their normal classification for more than two consecutive work weeks (10 working days) and additional compensation is warranted, the Executive Director may do so. This policy does not affect the Executive Director's ability to temporarily promote a regular employee to a vacant position.

The minimum percentage temporary pay increase is 5%. Temporary pay increases are only used in cases where an employee is being asked to take on duties in a job with a higher salary range. Duties temporarily assigned in jobs with an equal or lower range can be performed without additional compensation.

### 5. **HEALTH PLANS**

- A. **Eligibility.** Medical, dental, and life insurance are available to all regular and regular-with-an-end-date employees in budgeted positions of .50 FTE or greater.
- B. **"Full Time" for Health Plans.** All regular and regular-with-an-end-date employees working in budgeted positions of .50 FTE or greater are full time employees for the purposes of the employees' medical, dental, and life coverage.
- C. **Types of Plans; Cost.** Due to the wide annual variations in the costs of insurance, each year the Executive Director will determine the plans to offer and the portion of the insurance premiums that the Agency will pay. The employee will pay the difference, if any, between the portion of the premium the Agency pays and the total premium by payroll deduction.

- D. **Reservation of Right to Change.** The Agency reserves the right to make changes in eligibility requirements, in the carriers, and in coverage that it considers necessary and advisable.
- E. **The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985** mandates that employers that have 20 or more employees and offer health coverage continue to offer employees benefits when they quit, are laid off or fired or have their work hours reduced. As a matter of policy, the Agency offers COBRA benefits even though the number of employees may fall below 20.

It should be noted, however, that when the employee has been terminated for gross misconduct, an employer is not required to offer continuation of benefits. Additionally, benefits must be offered to the employee's spouse and dependents. COBRA benefits apply to health care plans, dental plans, vision plans, prescription drug plans, etc. Benefits may continue for up to 18, 24, 29, or 36 months, depending on the cause for the loss of benefits. COBRA is administered by the Agency's contracted health plan provider.

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chapter four  
**LEAVE RULES**

**1. LEGAL HOLIDAYS**

- A. The following are legal holidays for the Agency:
- |                             |                            |
|-----------------------------|----------------------------|
| New Year's Day              | January 1                  |
| Martin Luther King, Jr. Day | 3rd Monday of January      |
| Presidents' Day             | 3rd Monday of February     |
| Memorial Day                | Last Monday in May         |
| Independence Day            | July 4                     |
| Labor Day                   | 1st Monday of September    |
| Veterans' Day               | November 11                |
| Thanksgiving Day            | 4th Thursday of November   |
|                             | The day after Thanksgiving |
| Christmas Day               | December 25                |
- B. Regular and regular-with-an-end-date employees will normally be entitled to the holiday off with pay.
- C. When a legal holiday falls on a Saturday, the preceding Friday is the legal holiday.
- D. When a legal holiday falls on a Sunday, the following Monday is the legal holiday.
- E. When a legal holiday falls on any other scheduled day off, the following work day will be the legal holiday.
- F. **New Employees; Employees on Leave Without Pay.** Employees must be in paid status both the day before and the day after a holiday to be entitled to pay for the holiday.
- G. **Irregular Schedule.** Where a regular or regular-with-an-end-date employee works an irregular schedule, (defined as all working hours concentrated in two or three days or as having one working day of much shorter duration than the other working days) the holiday hours the employee receives will be determined by multiplying the employee's FTE by 8 hours. The employee's work schedule for the week of the holiday shall be adjusted to ensure that the employee receives the appropriate number of hours off for the holiday.

**2. FLOATING HOLIDAY**

- A. **When Entitled.** Each regular or regular-with-an-end-date employee who has completed his or her orientation period receives one floating holiday each calendar year. Any new employee hired before September 1 is entitled to the floating holiday for that calendar year. (New employees hired between June 1 and September 1 may use the floating holiday before completion of the orientation period.) A regular or regular-with-an-end-date employee requesting the floating holiday must make a request in advance. The Executive Director, or designee will consider the request and approve or deny it.

- B. **Long Term Service Recognition.** On January 1<sup>st</sup> of each year following completion of twenty-five (25) years of service based on leave accrual date, regular employees will receive a second additional floating holiday.
- C. **Cannot Carry To Next Year; Exception.** Each employee will take the floating holiday during the calendar year or lose the holiday, unless the employee timely requests a floating holiday and the Executive Director denies the request. In that case, the employee will use the floating holiday before taking a full day of annual leave or compensatory time.
- D. **Must Take as Full Day.** The floating holiday is one normal working day for the employee. Employees will take the floating holiday as one full day. Employees may not take it as separate hours over a period of days.
- E. **Exception: Irregular Schedule.** As an exception to the rule that the floating holiday will be taken as one full day, when an employee works an irregular schedule (defined as all working hours concentrated in two or three days or as having one working day of much shorter duration than the other working days) the floating holiday hours the employee receives is determined by multiplying the employee's FTE by eight hours. In the case of an irregular schedule, the employee will take the hours constituting the floating holiday as a block of time.
- F. **No Cash Out.** TRPC does not pay employees for a floating holiday. If an employee terminates employment with the Agency without taking his or her floating holiday, the employee loses the holiday.

**3. TWO DIFFERENT LEAVE SYSTEMS**

Regular and regular-with-an-end-date employees are covered by one of two different leave systems: either Traditional Annual Leave (Rules 4 and 9) or the Alternative Annual Leave Program (Rules 5 and 10).

**4. TRADITIONAL ANNUAL LEAVE**

- A. **Applicability.** The provisions of this Rule apply only to regular Agency employees who were employed prior to January 1, 1996 and who elected the traditional annual leave system.
- B. **Accrual Rates.** Full time regular employees accrue annual leave for each completed month of service at the following rates:

DURING THIS YEAR OF SERVICE	NUMBER OF HOURS	MONTHLY ACCRUAL RATE
1 <sup>ST</sup>	96	8.00
2 <sup>ND</sup>	104	8.67
3 <sup>RD</sup> & 4 <sup>TH</sup>	112	9.33
5 <sup>TH</sup> & 6 <sup>TH</sup>	120	10.00
7 <sup>TH</sup> & 8 <sup>TH</sup>	128	10.67
9 <sup>TH</sup> & 10 <sup>TH</sup>	136	11.33
11 <sup>TH</sup> & 12 <sup>TH</sup>	144	12.00
13 <sup>TH</sup> & 14 <sup>TH</sup>	152	12.67
15 <sup>TH</sup> & 16 <sup>TH</sup>	160	13.33
17 <sup>TH</sup> & 18 <sup>TH</sup>	168	14.00
19 <sup>TH</sup> & AFTER	176	14.67

- C. **Accrual for Part-Time Employees.** A part-time regular employee accrues prorated annual leave based on multiplying the accrual rate by the employee's FTE.
- D. **Time for Accrual.** Annual leave accrues at the end of each complete calendar month of service. New employees beginning employment on the 15<sup>th</sup> or earlier will accrue leave for that month; new employees beginning employment later than the 15<sup>th</sup> will begin to accrue leave on the 1st of the next month.
- E. **Use During Month Accrued.** If approved by the Executive Director, an employee may use annual leave credited for any month of service in that month. However, the employee must complete the month to earn the leave. If the employee fails to complete that month, the time taken as annual leave will be charged to leave without pay.
- F. **Approval of Leave.** A regular or regular-with-an-end-date employee requesting annual leave must make a request in advance. The Executive Director, or designee will consider the request and approve or deny it.
- G. **Denial of Request When Reaching Maximum Accrual.** If the Executive Director, or designee denies an employee's request for annual leave and the denial would result in the employee's accrual exceeding the maximum allowed, the employee will not lose any accrual at that time. The employee has up to 90 days to use the excess accrual.
- H. **Maximum Accrual.** Regular employees may accrue a maximum of 360 hours of annual leave. If an employee accrues annual leave in excess of 360 hours, the excess hours lapse if not taken by the end of the calendar year.
- I. **Payment Upon Termination.** Upon termination or retirement from the Agency, other than because of death, the Agency will pay a regular employee for accrued annual leave up to a maximum of 240 hours. The Executive Director will not approve annual leave to be taken subsequent to the last working day of a terminating employee. In case of death of a regular employee the Agency pays the legal beneficiary the entire balance of accrued annual leave, up to the maximum accrual of 360 hours.
- J. **Rehire within One Year.** When an Agency employee terminates and then is rehired within one year of termination, the employee may choose to reinstate traditional annual leave as alternative annual leave up to the amount that he or she cashed out at the time of termination. The payment for the reinstated alternative annual leave will be calculated on the employee's rehire salary rate and will be due within six months.

## 5. ALTERNATIVE ANNUAL LEAVE PROGRAM

- A. **Applicability.** The provisions of this Rule apply only to regular Agency employees who were employed prior to January 1, 1996 and who elected the Alternative Annual Leave Program and all new regular and project employees hired January 1, 1996 and later. Alternative annual leave may be used for any absence approved by the Executive Director, or designee.

- B. **Accrual Rates.** Full time employees will accrue alternative annual leave for each completed month of service at the following rates:

DURING THIS YEAR OF SERVICE	NUMBER OF HOURS	MONTHLY ACCRUAL RATE
1 <sup>ST</sup>	144	12.00
2 <sup>ND</sup>	152	12.67
3 <sup>RD</sup> & 4 <sup>TH</sup>	160	13.33
5 <sup>TH</sup> & 6 <sup>TH</sup>	168	14.00
7 <sup>TH</sup> & 8 <sup>TH</sup>	176	14.67
9 <sup>TH</sup> & 10 <sup>TH</sup>	184	15.33
11 <sup>TH</sup> & 12 <sup>TH</sup>	192	16.00
13 <sup>TH</sup> & 14 <sup>TH</sup>	200	16.67
15 <sup>TH</sup> & 16 <sup>TH</sup>	208	17.33
17 <sup>TH</sup> & 18 <sup>TH</sup>	216	18.00
19 <sup>TH</sup> & AFTER	224	18.67

- C. **Accrual for Part-Time Employees.** A part time regular or regular-with-an-end-date employee accrues prorated alternative annual leave based on multiplying the accrual rate by the employee's FTE.
- D. **Time for Accrual.** Alternative annual leave accrues at the end of each complete calendar month of service. New employees beginning employment on the 15th or earlier accrue alternative annual leave for that month; new employees beginning employment later than the 15th begins to accrue alternative annual leave on the 1st of the next month.
- E. **Use by New Hire.** A new regular or project employee accrues alternative annual leave during the first six months of employment, but may use leave during the orientation period only for documented illnesses.
- F. **Failure to Complete Orientation Period.** The Agency will not pay any accrued alternative annual leave to an employee who fails to complete his or her full orientation period except for documented illnesses or for family care as defined in Chapter 4, Section 17.
- G. **Use During Month Accrued.** If approved by the Executive Director, an employee may use alternative annual leave credited for any month of service in that month. However, the employee must complete the month to earn the time off. If the employee fails to complete that month, the time taken as alternative annual leave will be charged to leave without pay.
- H. **Approval of Alternative Annual Leave.** A regular or regular-with-an-end-date employee requesting alternative annual leave must make a request in advance. The Executive Director, or his/her designee will consider the request and approve or deny it.

- I. **Denial of Request When Reaching Maximum Accrual.** If the Executive Director, or designee denies an employee's request for alternative annual leave and the denial would result in the employee's accrual exceeding the maximum allowed or in the employee forfeiting leave because of failure to use the minimum amount of leave, the employee will not lose any accrual at that time. The employee will have up to 90 days to use the excess accrual.
- J. **Maximum Accrual.** Regular employees may accrue a maximum of 1,480 hours (185 working days) of alternative annual leave.
- K. **Minimum Annual Use.**
1. **Minimum Use:** A regular or regular-with-an-end-date employee covered by Alternative Annual Leave will use a minimum of 80 hours of leave each calendar year. A new regular or regular-with-an-end-date employee hired midyear will have the minimum use requirement waived for the employee's first calendar year. The minimum use requirement will be prorated for part-time employees.
  2. Leave donated to another employee as part of an Agency request for shared leave may be allowed to count towards the minimum annual use requirement at the discretion of the Executive Director, or designee.
  3. **Failure to Meet Minimum Use.** If an employee fails to use the 80 hours by year end, the employee will forfeit the unused portion of the 80 hours of alternative annual leave.
- L. **Payment Upon Termination.** Upon termination or retirement from the Agency, other than because of death, the Agency will pay a regular or regular-with-an-end-date employee for accrued alternative annual leave up to a maximum of 240 hours. The Executive Director will not approve annual leave to be taken subsequent to the last working day of a terminating employee. In case of death of a regular employee who has completed their orientation period, the Agency will pay the legal beneficiary accrued alternative annual leave, up to a maximum payment for 360 hours.
- M. **Credit for Work with a Municipal Corporation.** If the Agency hires a regular employee while the employee works for another Washington county, city, town, other municipal corporation, the State of Washington, or the United States military, the Executive Director may include the period of continuous employment with a county(s), city(s), town(s), other municipal corporation(s), the State of Washington, or the United States military to determine the alternative annual leave accrual rate. The employee may not transfer any accrued leave.
- N. **Rehire within One Year.** When a TRPC regular employee terminates and then is rehired within one year of the termination, the employee may choose to reinstate alternative annual leave up to the amount that he or she cashed out at the time of termination. The payment for the reinstated alternative annual leave will be calculated on the employees rehire salary rate and will be due within six months.

## 6. SHARED LEAVE

- A. **Criteria.** The Executive Director may allow a regular or regular-with-an-end-date employee to receive annual leave or compensatory time donated by another regular Agency employee if the Executive Director finds that the employee meets all of the following criteria:
1. The employee needs leave that would qualify under section 9. B. for sick leave usage, which is of an extraordinary or severe nature that has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment; and
  2. The employee's absence and the use of shared leave are justified; and
  3. The employee has depleted all of his or her available leave time, including any "sick leave bank;" and
  4. The employee has abided by all applicable rules regarding sick leave use; and
  5. The employee has been found ineligible for benefits under Chapter 51.32 RCW (Worker's Compensation).
- B. **Amount of Leave to be Received.** The Executive Director determines the amount of shared leave, if any, which the employee may receive and the time period in which the employee may receive the leave. The leave will be donated before it is used by the employee. If there is lapse of time between the request for leave and the approval of the leave, the Executive Director may allow donated leave to be used retroactively to cover the days between the request and the approval.
- C. **Minimum Annual Leave Balance Required for Donation.** Any employee who has an accrued annual leave balance (of either type of annual leave) of more than 80 hours may transfer a specified amount of annual leave to the employee authorized to receive the shared leave. The employee may not transfer an amount of leave that would result in an annual leave balance of fewer than 80 hours.
- D. **Treatment of Shared Leave.** For employees in the traditional annual leave system, the period while on shared leave will be treated for all employment purposes as if on sick leave. For employees in the alternative annual leave program, the time will be treated as annual leave.
- E. **Treatment of Leave Remaining At End of Shared Leave.** The hours of leave transferred as shared leave that remain unused will be returned to the employee or employees who transferred the leave when the authorized period expires or when the Executive Director finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. To the extent administratively feasible, the hours that were transferred will be returned on a pro rata basis.
- F. **Value of Leave.** This shared leave program provides for a transfer of annual leave or comp time on an hour for hour basis with no consideration given to the dollar value of the leave donated.
- G. **Decisions by Executive Director Final.** In all determinations made under this policy, the decisions of the Executive Director are final.

## 7. LEAVE FOR JURY DUTY

- A. **Conditions of Leave.** The Executive Director will allow regular and regular-with-an-end-date employees necessary paid time off (without charging leave) for jury duty. The employee will inform their supervisor of the jury duty as soon as the employee is notified of the duty. The employee will keep their supervisor informed of the time requirements of the duty. Employees released from duty before the end of their normal work day must report to work for the remainder of their work day.
- B. **Treatment of Pay by the Court.** Regular and regular-with-an-end-date employees will pay to the Agency any compensation received for jury duty. Employees may keep the mileage reimbursement for jury duty.

## 8. MILITARY LEAVE

Based on RCW 38.40.060, any regular or regular-with-an-end-date employee who is a member of the National Guard or Reserve Corps of the United States may take up to 15 working days for paid military leave beginning on October 1 of each year and ending the following September 30. Extended military leave will be handled as required by Federal and State law.

## 9. SICK LEAVE

- A. **Accrual Rate.** Full-time regular employees covered by the traditional annual leave system accrue eight hours of sick leave a month for each completed month of service. Regular part-time employees covered by the traditional annual leave system accrue sick leave at a rate determined by multiplying the employee's FTE by eight hours.
- B. **Use of Sick Leave.** A regular employee covered by the traditional annual leave system may use sick leave only for the following reasons:
  - 1. Illness or injury or disability of the employee that makes the employee unable to work. This reason includes the use of sick leave during the period of disability associated with any illness, disease, disorder, accident, surgery, pregnancy, or childbirth. (Sick leave may not be used for "maternity" or "paternity" leave except as specifically authorized in this Rule);
  - 2. Preventive health care for the employee, including appointments with the Employee Assistance Program provider;
  - 3. Absence from work authorized by the County Health Officer due to exposure to contagious disease;
  - 4. To provide family care as defined in Chapter 4, Section 17.
  - 5. When on worker's compensation, to make up the difference between the worker's compensation payments and the employee's regular rate of pay;
  - 6. Death in the immediate family requiring the employee's attendance as authorized by the Executive Director.
- C. **Report of Illness.** Illnesses and injuries are to be reported to the immediate supervisor or other designated person at the beginning of any period of sick leave. The Executive Director may require the employee to give a written statement explaining the nature of the illness. When circumstances warrant, the Executive Director may require a statement from a medical professional.

- D. **Unauthorized Use Grounds for Discipline.** Use of sick leave for any unauthorized purpose is grounds for disciplinary action, including termination.
- E. **Maximum Accrual.** The maximum sick leave accrual is 960 hours.
- F. **Advance Approval for Pre-Scheduled Care.** The employee will request advance approval for sick leave for pre-scheduled health care.
- G. **Generally No Cash Out for Sick Leave.** Terminating employees will not be paid for accrued sick leave except as provided in Rule 11 (Severance Pay).

**10. SICK LEAVE BANK FOR EMPLOYEES COVERED BY ALTERNATIVE ANNUAL LEAVE PROGRAM**

- A. **Use of Sick Leave Bank.** Regular employees who converted from the traditional annual leave system may have a sick leave bank. Those employees may choose to use sick leave from the bank for any reason specified in section 9.B. that requires more than three days of leave. Annual leave must be used for the first three days, but sick leave may be used beginning with the fourth day. The days must be related to same illness/use of sick leave, but need not be consecutive.
- B. **Depletion of Sick Leave Bank.** Regular employees who converted from the traditional annual leave system do not accrue any additional sick leave after conversion to the Alternative Annual Leave Program. Once sick leave is used from the bank, the leave used may not be replenished.
- C. **Cash Out of Sick Leave Bank at Termination.** A regular employee's right to cash out any sick leave in the bank at the time of termination is specified in Rule 11.

**11. SEVERANCE PAY FOR ACCUMULATED SICK LEAVE**

**Conditions Allowing Cash Out.** Regular employees who have completed five years of employment with the Agency who are leaving Agency employment due to retirement pursuant to the PERS System or due to death will be paid for sick leave as follows:

- A. Employees on Traditional Annual Leave System: Employee will be paid for one-half of his or her accumulated sick leave up to a maximum of 360 hours.
- B. Employees on Alternative Annual Leave Program: Employee will be paid for sick leave accumulated before the implementation of Alternative Annual Leave Program on January 1, 1996. The payment will be for the accrued sick leave remaining in the employee's sick leave bank at the time of death or retirement up to a maximum of 360 hours.

**12. LEAVE BUY BACK POLICY AND TIME LOSS PAYMENTS**

- A. **Prohibition on Receipt of Both Time Loss and Leave Use.** A regular employee who has an on-the-job injury that causes the employee to receive time loss payments pursuant to Chapter 51.32 RCW (Worker's Compensation) may not use any type of leave for the same hours for which the employee receives the time loss payment. An employee may use either sick leave (Traditional Leave System) or alternative leave to supplement the time loss payment for the purpose of continuing to receive his or her normal Agency salary.
- B. **Retroactive Adjustment.** If a regular employee is awarded time loss payments for a period that the employee used leave, the employee will submit the time loss payment to the Agency. The employee's salary will be adjusted to appropriately compensate the employee and to "buy back" leave used during the time loss period.

- C. **Cannot Exceed Normal Salary.** In cases where an employee is supplementing time loss payments with use of leave, the employee's resulting salary may not exceed the employee's normal monthly salary.

### 13. **USE OF LEAVE FOR INCLEMENT WEATHER AND RELATED CONDITIONS**

- A. **When the Work Site Remains Open.** When a regular employee's normal work site remains open during inclement weather, the following rules apply:
  - 1. The day will be a normal workday.
  - 2. Employees who do not report to work are required to use accrued leave or take leave without pay. Non-exempt employees, who report late to work or who leave early on their own initiative, are required to use accrued leave or take leave without pay for the time that they are absent. Unless the employee requests that the absence be charged to leave without pay, the absence must be charged to leave in the following order: compensatory time (non-exempt employees), traditional or alternative annual leave, traditional sick leave or leave without pay.
  - 3. The amount of leave taken will be based on the amount of time that the employee is absent from his or her normal work day.
  - 4. The employee must give notice of intended absence and type of leave requested according to normal procedures.
- B. **When the Work Site is Closed by the Executive Director Due to Inclement Weather or Other Related Conditions, Preventing the Employee from Working.** When the closure of his or her normal work site prevents a regular employee from working, the following rules apply for up to the first five days of the closure:
  - 1. Employees planning to work that day and prevented from doing so by the closure are not required to take leave.
  - 2. Employees assigned to telework that day will remain in work status. (See Chapter 5, Number 4, "Telework Arrangements.")
  - 3. Employees who report to work late or leave early due to the closure or due to direction from the Executive Director are not required to take leave.
  - 4. An employee who has pre-scheduled leave whose absence is unconnected with the closure of the work site will take the time off as planned. The Executive Director will not adjust the leave due to the work site closure.
  - 5. The Executive Director may require an employee to work even though his or her work site is closed. If the Executive Director finds that the required work creates an undue hardship for the employee, the Executive Director may allow an employee required to work to take the time worked off at a later mutually convenient time.
  - 6. In cases where the closure lasts beyond five working days, the Executive Director will determine what rules will govern. In extended closure situations, employees may be required to report to alternate work sites and may be assigned temporary duties in response to the extended closure.
- C. **Application to Non-Emergency Closures of the Work Site.** Other non-emergent closures of the worksite may occur as deemed necessary by the Executive Director. The above rules would not apply to non-emergency closures.

#### 14. USE OF LEAVE BY EXEMPT EMPLOYEES

An exempt employee is hired to perform a job and will be paid the same amount regardless of the time it takes to perform that job. For exempt employees, attendance is a performance issue, not a compensation issue. Work at the Agency has been distributed so that each exempt employee should have about 40 hours of work per week (significant fluctuations on either end may need attention and could result in work redistribution). Therefore, it is expected that all full-time exempt employees will average approximately 40 hours of work per week throughout the year, unless a different arrangement has been agreed to with the supervisor. It is understood that hours may fluctuate from week to week; however, it is the expectation that over the course of the year, a full-time exempt employee's hours will approximate 40 hours a week.

An exempt employee who works no (zero) hours during a regular workday that is neither a holiday or pre-arranged flex day should use accrued leave time for that day to compensate for the absence.

All hours worked should be reflected accurately on an employee's timesheet. Pre-arranged flex days should be noted on the timesheet. Failure to consistently follow these guidelines will be raised at the time of an employee's performance review as a performance issue.

#### 15. BEREAVEMENT LEAVE

When a death occurs in a regular or regular-with-an-end-date employee's immediate family, the employee may take up to three days bereavement leave with pay subject to approval by the Executive Director. Any additional leave (annual leave or traditional sick leave) requested by the employee shall be approved by the Executive Director, or designee. If the Executive Director finds that the employee's circumstances warrant the use of bereavement leave for a person not a member of the employee's immediate family, the Executive Director may approve use of bereavement leave.

#### 16. LEAVE OF ABSENCE WITHOUT PAY

- A. **Approval by Executive Director.** The Executive Director may allow a regular or regular-with-an-end-date employee to take a leave of absence without pay for any reason deemed appropriate by the Executive Director.
- B. **Length of Leave.** A leave of absence without pay will normally not exceed six months. The Executive Director may authorize extensions longer than six months only for the benefit of TRPC.
- C. **Requirements of Request.** The leave of absence request will be in writing and include the following information:
  - 1. The requested start date of the leave;
  - 2. The purpose of the leave;
  - 3. Proposed medical insurance arrangements;
  - 4. The use of any paid leave requested;
  - 5. The proposed return date.

If the Executive Director approves the plan and leave, the plan will be signed by the employee and the Executive Director. Any changes to the plan will be in writing and signed by all parties before becoming effective.

- D. **Treatment of Benefits, Seniority; Return.** Except as provided in Rule 17, Family Leave, no leave benefits or any other fringe benefits will accrue during a leave without pay. The Executive Director will adjust the employee's anniversary date for leave accruals, step increases and seniority purposes by the length of the leave. Upon expiration of an approved leave without pay as a part of Family Leave, the Executive Director will reinstate the employee based on 17. K. (Family Leave, Return Rights). Details about return to work rights will be worked out before the leave begins.
- E. **Use of Paid Leave with Leave Without Pay.** An employee will use all of his or her accrued annual leave prior to taking leave without pay. The Executive Director may grant exceptions to this rule in special circumstances, for example a sabbatical.
- F. **Failure to Return.** If an employee takes a leave without pay and then fails to return to Agency employment, the Agency may terminate his or her employment five days after the last day of authorized leave without pay.
- G. **Failure to Receive Approval.** Failure to receive written approval of the request and plan before a leave without pay will cause the leave to be considered absence without duly authorized leave.

## 17. FAMILY LEAVE

As a public entity, the Agency is covered by the Family and Medical Leave Act (FMLA). However, due to the small number of employees at the Agency, no employees are eligible for leave under the Act. As a matter of policy, the Agency gives leave benefits substantially equivalent to the FMLA.

- A. **Purpose.** Family leave is provided for the following purposes:
  1. To care for a newborn;
  2. To care for a child placed with the employee for adoption or foster care;
  3. To care for the employee's spouse, child, or parent with a serious health condition;
  4. If a serious health condition makes the employee unable to perform the functions of his or her position.

To receive family leave, an employee will comply with current Agency procedures for family leave.
- B. **Definition of Child.** Child as used in this Rule means:
  1. A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis (in place of the parent) if the child is younger than 18; or
  2. A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis if the child is 18 or older and incapable of self-care because of a mental or physical disability.
- C. **Definition of Parent.** Parent as used in this Rule means a biological parent of an employee or an individual who stood in loco parentis to that employee when the employee was a child.
- D. **Definition of Serious Health Condition.** Serious health condition as used in this Rule means an injury, illness, impairment, or physical or mental condition that involves:

1. **Hospital Care:** any period of incapacity or subsequent treatment connected with or consequent to inpatient care (an overnight stay) in a hospital, hospice or residential medical care facility; or
  2. **Absence Plus Treatment:** any period of incapacity of more than three consecutive calendar days including any subsequent treatment or period of incapacity relating to the same condition that also involves:
    - a. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider; or
    - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider; or
  3. **Pregnancy:** any period of incapacity due to pregnancy or for prenatal care;
  4. **Chronic Conditions Requiring Treatments:** a chronic condition which:
    - a. requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under the direct supervision of a health care provider;
    - b. continues over an extended period of time; and
    - c. may cause episodic rather than a continuing period of incapacity.
  5. **Permanent/Long-term Conditions Requiring Supervision:** a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
  6. **Multiple Treatment (Non-chronic Conditions):** any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, whether for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- E. **Definition of Incapacity.** Incapacity as used in this Rule means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.
- F. **Gender of Employees.** Family leave applies to all eligible employees regardless of gender.
- G. **Length of Leave:**
1. **Upon Birth or Placement of a Child.** An eligible regular employee may take 12 work weeks of leave to care for a newborn or newly placed child. The employee must complete the leave within 12 months of the birth or placement for adoption or foster care. **For an eligible female employee who is disabled due to pregnancy or childbirth, the employee may be entitled to additional leave beyond the first 12 weeks based on state law.**

2. **Due to a Serious Health Condition.** An eligible regular employee may take 12 weeks of leave if a serious health condition makes the employee unable to perform the functions of his or her position **or** to care for the spouse, child, or parent of the employee with a serious health condition.
  3. An employee's right to family leave, regardless of the purpose, is limited to 12 work weeks during the 12-month period measured forward from the date the employee's first family leave begins. If both the employee and Executive Director agree, or if certified as medically necessary by a doctor when the leave is for the employee's own serious health condition, the employee may take the equivalent of 12 work weeks over a longer time (than the 12 weeks) by working less than his or her normal work schedule.
  4. Nothing in the family leave policy prevents the Executive Director from granting leave in addition to the minimum established by this policy.
- H. **Type of Leave.** Family leave will be unpaid leave, unless the employee has accrued paid leave as described below.
1. **Calculation of 12 Week Period Including Paid Leave.** Any paid leave used with family leave will be included within the calculation of the 12-week period.
  2. **Election by Employee to Use Available Paid Leave.** If approved by the Executive Director, the employee may elect to use sick leave as permitted in section 9 or 10, or annual leave as part of the 12-week period.
  3. **Paid Leave Used First.** While paid accruals are to be utilized first and concurrently, the employee may retain a balance of up to 80 hours of annual or alternative leave time prior to the utilization of unpaid leave.
- I. **Length of Time for Eligibility.** To be eligible for family leave, the regular or regular-with-an-end-date employee must have been employed by the Agency for at least 12 months and have worked at least 1,250 hours during the 12 months preceding commencement of the leave.
- J. **Notice Required.** The employee will provide the Executive Director at least 30 days' written advance notice or as much notice as possible under the circumstances.
1. **Upon Birth or Placement of a Child.** The employee must provide the Executive Director at least 30 days' written advance notice by completing a current form and complying with applicable procedures. Current forms are available from the Deputy Director. The employee shall adhere to the dates stated in the form unless:
    - a. The birth is premature;
    - b. The mother is incapacitated by the birth and is unable to care for the child;
    - c. The employee takes physical custody of the child at an unanticipated time and is unable to give 30 days' notice; or
    - d. The employee and the Executive Director agree to alter the leave dates. If there is a premature birth, incapacity or unanticipated placement, the employee must give notice of the revised dates of family leave as soon as possible and no later than 5 working days following the birth, incapacity or placement.
  2. **Due to Serious Health Condition.** If the leave is foreseeable, the employee must give the Executive Director at least 14 days' written advance notice of

the expected leave by completing a current form and complying with applicable procedures. The employee shall make a reasonable effort to schedule the leave to not unduly disrupt the Agency's operations. If the leave is not foreseeable, the employee or the employee's representative (for example, a spouse, family member or other reasonable party) shall provide notice, in person or by phone or other reasonable means, within one or two working days, except in extraordinary circumstances.

**K. Return Rights After Family Leave:**

1. The Executive Director may place an eligible regular or regular-with-an-end-date employee returning to work after family leave or returning part time while on family leave (if on an agreed upon return to less than the employee's normal work schedule) as follows:
  - a. In the same position the employee held when the leave began; or
  - b. In an Agency position with equivalent benefits, pay, and working conditions.
2. The return is subject to bona fide changes in compensation or work duties unrelated to the leave of absence.
3. The employee does not have return rights if:
  - a. The Agency eliminates the employee's position by a bona fide restructuring or reduction-in-force; or
  - b. The employee takes another job; or
  - c. The employee fails to provide the required timely notice of family leave or fails to return on the established ending date of the leave.

**L. Adjustments During Unpaid Leave.** During family leave, an eligible regular employee shall maintain accrued leave, but shall not accrue any additional leave. No adjustments shall be made to the employee's anniversary date for period of unpaid family leave.

**M. Maintenance of Insurance Coverage.** When the leave is unpaid, the Agency will continue to pay premiums for insurance coverage during the 12 weeks of federal family medical leave in any calendar year to the same extent it would if the employee were on paid leave.

**N. Recovery of Premiums if Employee Fails to Return.** The Agency recognizes that the employee may be required to terminate employment upon the expiration of the period of family leave due to the continuation, recurrence or onset of the serious health condition or other circumstances beyond the employee's control. However, if the employee fails to return from leave for any other reason, the Agency may recover from the employee the insurance premiums paid during the period of unpaid leave.

**O. No Exemption of Highest Paid Employees.** All regular or regular-with-an-end-date employees otherwise meeting the provisions of this Rule are fully covered by this Rule; the Agency does not choose to name exempt employees or to have the highest paid 10% exempt for family leave purposes.

**R. Protection From Retaliation.** The Agency shall not take any adverse action or retaliate against any employee for exercising his or her rights to family leave, for helping another exercise his or her rights to family leave or for participating in any investigation or proceeding concerning family leave.

## 18. LEAVE FOR REASONS OF FAITH OR CONSCIENCE

Under Washington law, all Agency employees are entitled to up to two unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious holiday.”

A partial day off will count as a full day toward an employee’s yearly allotment of two days. The law provides for unpaid leave, and there is no provision for substituting paid time off. If an employee wishes to be compensated for the time off, employees should follow the policies for using accrued leave or compensatory time or other paid time off.

If an employee seeks to take a day off or partial day off under this law, they must submit a written request to the Executive Director, at least two weeks in advance. Untimely requests will only be considered if the employee can demonstrate that timely notice was not possible under the circumstances.

Employee requests should include the following information:

- Employee name
- The day(s) or partial day(s) being requesting off
- A sufficient description of the reason for the leave so that the Executive Director can determine if it is properly granted
- If the request is untimely, the reason why it was not possible to submit the request in a timely manner.

Employees will normally receive a response within three days of receipt of their request. The request may be denied if:

- It was not submitted in a timely fashion, or
- The reason for the requested leave is not appropriate under the law, or
- The employee has already exhausted their allotment of days off under the law, or
- Granting the request would cause an undue hardship

## 19. COORDINATION OF WORKER’S COMPENSATION

Employees may use their accrued sick, sick leave bank, annual or alternative leave to make up the difference between the Worker’s Compensation payments and their regular rate of pay. TRPC will continue to pay the employee’s insurance premium while the employee is off work receiving Worker’s Compensation benefits up to a maximum of six (6) months for any one injury. The six (6) month period shall begin the first day the employee is off work for the compensable injury.

## 20. ABSENCE WITHOUT DULY AUTHORIZED LEAVE

- When.** Unauthorized absence from work and absence from work for reasons other than those approved pursuant to Rules 2 through 10 and Rules 13 through 17 will be considered as absence without duly authorized leave.
- No Pay.** Employees absent without duly authorized leave will not be paid during such absence.
- Grounds for Discipline.** Absence without duly authorized leave may be grounds for disciplinary action, including termination.

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chapter five  
**MISCELLANEOUS PROVISIONS AND WORKING CONDITIONS**

**1. POLITICAL ACTIVITY**

Political activities of employees will comply with all applicable federal or state laws or regulations, including RCW 41.06.250.

**2. HOURS OF WORK**

- A. **Executive Director to Determine.** The Executive Director will determine the hours of work.
- B. **Minimum Full Time Work Week.** The minimum hours of work for a full time regular employee are 40 hours per week. The normal 40-hour work week is 8:00 a.m. to 5:00 p.m., Monday through Friday, including one unpaid hour off for lunch.
- C. **Change in Work Week.** The Executive Director may alter the normal work week for any employee or group of employees.
- D. **Breaks.** Employees may take a 15 minute paid break for each four hours worked. Employees will take breaks at times that do not interfere with TRPC business.

**3. FLEXIBLE WORK SCHEDULE**

- A. **Flexible Work Schedule Available.** The Agency recognizes that employee productivity, attitude and morale are improved when a flexible work schedule is available. It also contributes to the Agency's mission to foster commute trip reduction, ridesharing, and transit use. A flexible work schedule also ensures that employees are available for evening meetings and alternative working hours which can lead to broader coverage for community events and public meetings.
- B. **Flexible Work Schedule Defined.** A flexible work schedule is any set workday or workweek schedule other than the normal 40-hour work week described in 2B.
- C. **Flexible Work Schedule Provisions.** The option of a flexible work schedule may be available to regular or regular-with-an-end-date employees who have successfully completed their orientation period. A flexible work schedule must be coordinated with and approved by the employee's supervisor. Employees wishing to work a flexible schedule need to submit a written proposal to their supervisor including the following points:
  - 1. Proposed schedule designating work hours.
  - 2. The advantage and impact of proposed schedule to the agency.
  - 3. Plan for communication with co-workers and clients/customers.
  - 4. Standards for measuring success of arrangement.
  - 5. Trial period for arrangement.
- D. **Supervisor's Responsibility.** The supervisor is responsible for ensuring that a flexible work schedule is coordinated with other employees within the division/agency to maintain or improve agency wide service level.

#### 4. TELEWORK ARRANGEMENTS

- A. **Telework Available.** The Agency promotes telework as a way to achieve administrative efficiencies, reduce traffic congestion, continue operations during emergencies and sustain the hiring and retention of a highly qualified workforce by encouraging work/life balance. The tools that enable teleworking also benefit the Agency by keeping work related files and processes off of employee's personal devices.
- B. **Telework Defined.** Teleworking is the use of telecommunications and computer technologies to allow employees to work at home, or to access work remotely, for at least part of the workweek on a regular or intermittent basis. In general, teleworking is a privilege that may be granted on an individual basis under appropriate circumstances to high-performing regular employees whose job responsibilities are suited to such an arrangement and who meet eligibility criteria.
- C. **Teleworking Provisions.** Teleworking is a voluntary work privilege agreed to by an employee and his/her supervisor. Teleworking does not change the basic terms and conditions of employment, including salary, benefits, responsibilities and leave. Employees wishing to enter into a telework arrangement need to first consider their work style, attributes of remote/home location in terms of appropriate space and equipment, work assignments, as well as schedules of team members. If after considering these factors, employees feel it is in the best interests of the organization as well as themselves, they then need to make a written proposal to their supervisor stating frequency, proposed day(s) of telework, location of remote work site, available equipment, and appropriate work assignments for telework.

**Selection Criteria:** The Executive Director shall review all telework requests and shall approve or deny the request based on the needs of the Agency, employee's work style, work performance, tenure, availability of appropriate equipment and work space in employee's remote location. The Executive Director will also take into account the schedules of other work team members in an effort to balance office coverage.

**Arrangement:** Employees will sign a telework agreement that outlines tasks, hours of work, location of remote work area, equipment and other conditions as they apply. Upon approval of the telework request, the agreement will be on a trial basis for the first three months. The agreement will be reviewed annually during performance evaluations by the employee and supervisor and may be terminated at any time if the agreement is unsatisfactory to either the employee, supervisor, or Executive Director.

Telework is performed during assigned work hours, up to a specific number of days per week or on an intermittent basis. Employees are expected to schedule time at the regular office to accommodate meetings as needed. Teleworking does not change the number of hours an employee is expected to work. Any changes in work hours are to be approved in advance by the Executive Director, or designee including requests for overtime or leave.

For non-exempt employees, hours worked in excess of those specified per day and per week in accordance with FLSA will require the advance approval of the supervisor.

If an employee is required to attend a meeting on a telework day, and the meeting is not at their normal office location, the Agency will reimburse for any travel that exceeds the distance of their normal to-office commute.

If an office closure or emergency excuses other employees from working and work can proceed at the employee's telework site, teleworkers are not excused from working. In a case where an emergency such as a power failure prevents work at the employee's telework site, the teleworker should report to work at the office location if safe to do so.

Telework is not a substitute for dependent care. Teleworkers will not be available during telework hours to provide dependent care.

Employees are responsible for the set-up, maintenance and costs associated with a home office. The employee will maintain the home office in a safe condition free from hazards and other dangers to the employee. The Agency may conduct a physical inspection of the teleworker's home office upon giving 24-hour verbal notice to the employee. Teleworkers will not meet with the public or clients in the home office in an official capacity.

The Agency may provide specific tools for the employee to perform his or her current duties. This may include computer software, e-mail, connectivity to host applications and other applicable equipment as deemed necessary. Teleworkers are responsible for maintaining and repairing their personally owned equipment. The Agency assumes no obligation for damage or loss to personal property at the alternate worksite.

Teleworkers will comply with the agency's security policy and also adequately safeguard confidential data per established Agency policies.

If the employee is injured in the course and scope of performing official duties during the agreed upon work hours, regardless of work location, the employee is covered under the state's workers' compensation law. The employee must notify the Deputy Director immediately of any injury and complete the necessary form.

## **5. TEMPORARY EMPLOYMENT**

- A. **Permission to Hire.** The Executive Director may hire temporary employees.
- B. **Serve At Will.** All temporary employees serve at the discretion of the Executive Director.

## 6. EMPLOYMENT OF INTERNS

The Executive Director may hire an intern for any length of time that is appropriate for the intern's course of study and Agency need. The length of time that an intern may serve is within the discretion of the Executive Director.

## 7. OUTSIDE EMPLOYMENT

- A. **General Prohibition.** Agency employees, excluding part-time staff and interns, may engage in outside employment only with the prior written approval of the Executive Director. Outside employment should not interfere with or compromise the ability of an employee to perform his/her work for the Agency. Outside employment means contracting for or accepting anything of value in return for services, or otherwise being self-employed for remuneration.
- B. **Prohibited Outside Employment.** Approval may be given only if the circumstances of outside employment, including self-employment, do not result in any of the following:
1. A conflict of interest;
  2. The appearance of a conflict of interest;
  3. Work in an area of expertise that conflicts with his or her employment with the Agency;
  4. The use of goods or services purchased by the Agency;
  5. Work which competes with services provided by the Agency;
  6. Work or activity related to outside employment during an employee's hours of work at the Agency;
  7. The use of Agency equipment or supplies;
  8. Potential impact on the employee's ability to perform the duties of their Agency job;
  9. A compromise of the employee's credibility and objectivity in performing the duties of their Agency job.
- C. **Potential Conflicts of Interest.** The following further defines conflict of interest relative to outside employment. An employee is deemed to have a conflict of interest if the employee:
1. Receives or has any financial interest in any sale to the Agency of any service or property when such financial interest was received with prior knowledge that the Agency intended to purchase such property or obtain such service;
  2. Participates as an Agency employee in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, personally or through a member of his or her immediate family and fails to disclose such interest to the Executive Director prior to the formation of the contract;
  3. Engages in, accepts private employment from, or renders services for private interest when such employment or service is incompatible with the proper discharge of the employee's duties for the Agency or would tend to impair independence of judgment or action in the performance of the employee's duties for the Agency.

- D. **Revocation of Prior Approval.** If the outside employment, including self-employment, results in activity prohibited under this rule, prior approval may be revoked. The employee will receive reasonable advance notice in writing of such revocation.
- E. **Violation Cause for Discipline.** Engaging in outside employment that is prohibited by this rule is cause for discipline, up to and including termination.

## 8. EMPLOYMENT OF RELATIVES

- A. **Prohibition.** No immediate family member of an Agency employee, council, or board member will be employed by the Agency in any manner including any temporary or project employment if:
  1. One relative would supervise or audit the work of the other, directly or indirectly;
  2. Both relatives would have the same immediate supervisor; or
  3. Other circumstances exist that, in the judgment of the Executive Director would create a situation of actual or foreseeable conflict of interest.
- B. **Business Necessity.** The prohibition in Subsection A will not apply to the spouse of an Agency employee, board or commission member, or officer unless required by business necessity as determined by the Executive Director:
- C. **Relationships Occurring During Employment.** When a relationship, as described in Section A, is created by marriage or another development during the time when both involved employees work for the Agency, the two employees may remain in their existing positions only if they are not in conflict with the restrictions stated in this policy.

If a conflict is created by the new relationship, the Agency will attempt to arrange a transfer or change in position for one of the employees. If a suitable transfer/change in position is not available, one of the employees will be separated from Agency service. A reasonable attempt will be made to affect a transfer or separation on the basis of agreement between the involved employees and the Agency. If a mutual agreement is unattainable, the Executive Director will determine, based on the best interests of the Agency, which employee will be offered a transfer or separated from service.

- D. **Final Determination.** The Executive Director shall make the final determination as to whether or not a situation of conflict exists.

## 9. EMPLOYMENT OF MINORS

**Subject to State and Federal Law.** Individuals between 16 and 18 years of age may be employed subject to state or federal law and regulations on the employment and working conditions of minors.

## 10. AGENCY EQUIPMENT AND SYSTEMS

A. **Electronic Communication and Information Systems. System Defined:** Components of the Agency's information system include but are not limited to computers, printers, tablets, mobile telephones, facsimile machines, servers, modems, data storage devices, telephone systems, reproduction equipment including word processing, database, electronic mail, voice mail, spreadsheet, Geographic Information Systems, Internet, Wi-Fi or any other authorized software owned by the agency or residing on hardware owned by the agency. This policy applies to these resources regardless of the user's location when accessing the system.

1. **System Use:** The electronic information and communication system is for use by agency employees to carry out agency business. Limited, de minimis use is authorized as deemed appropriate by the Executive Director. The system is to be used in a professional manner and is subject to accountability and public disclosure in accordance with the laws of the State of Washington. Use of the system to engage in any communications that are in violation of Agency policies, accessing, downloading, or transmitting defamatory, sexually explicit, obscene, offensive, political, unethical, or harassing messages or messages that disclose personal information without authorization is strictly prohibited.

Employees' rights while accessing the system do not include any right to privacy. Information sent received, or stored in the system will be available for review by any authorized representative of the Agency for any purpose. The Agency may conduct periodic audits of any part of the system and reserves the express right to monitor activities of employees while using the system. Because voice mail and e-mail are not private, employees should not send any information that would be considered confidential through these mediums.

2. **System Security:** All users will honor password and other security mechanisms on the system per the Agency's Computer Password Procedure. Users should not provide access to the system to unauthorized users.

Employees should not leave their work station unattended without logging off their personal computer or setting their computer to automatic screensaver with a password protection.

3. **Document Retention:** Electronic records including e-mail are subject to the public records retention requirements of Chapter 40.14 RCW. E-mail messages that contain significant information relating to the transaction of agency business or relevant to project or contract work are public records subject to records retention requirements. E-mail correspondence that is informational (meeting schedules, phone messages) may not be considered public records under Chapter 40.14 RCW, but may be considered public records under the Public Records Act, Chapter 42.56 RCW.

Public records requests should be forwarded to the Deputy Director who acts as public records officer.

4. **Copyright Issues:** The Agency complies with Federal software licensing and copyright law and software manufacturers' licensing and copyright agreements. Employee use of the system to copy and/or transmit any software programs, documents or other information protected by copyright laws is prohibited by Federal law. The Agency will not defend employees for the willful misuse of copyrighted software.
- B. **Computers and Electronic Mail.** TRPC furnishes computers and other electronic devices such as mobile phones and tablets for use in conducting Agency business. The Agency reserves the right to review the contents of any files or documents on Agency resources, including contents of any electronic mail, text messages, or any other form of electronic communication.
- C. **Vehicles.** The Agency owns a motor vehicle that employees may be permitted or required to use from time to time to conduct Agency business. The use of an Agency vehicle is a revocable privilege and the Agency reserves the right to search the vehicle at any time. Employees must meet and follow the requirements of the Vehicle Usage Policy
- D. **Other Agency Equipment.** The Agency furnishes desks, other office furniture and space for employee use during the course of employment. The Executive Director, or designee may search Agency premises and equipment at any time.
- E. **Violation Grounds for Discipline.** An employee who fails to comply with this policy may be subject to discipline, up to and including termination.

## 11. NO SMOKING

- A. **Policy.** Per RCW 70.160, smoking is prohibited within all Agency leased building space and vehicles. Smoking is also prohibited within a minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve the building.
- B. **Violation Grounds for Discipline.** An employee who fails to comply with this policy may be subject to discipline, up to and including termination.

## 12. DRUG-FREE WORKPLACE

- A. **Purpose.** Maintaining a drug-free workplace is essential to the safety and welfare of Agency employees. All employees will assist in maintaining a work environment free from the effects of drugs. Compliance with this policy is a condition of employment.
- B. **Controlled Substances, Alcohol and Other Intoxicants.**
  1. **Prohibition.** The Agency prohibits employees from the manufacture, possession, use, distribution or purchase of illegal controlled substances, alcohol, marijuana and other intoxicants on Agency premises, in an Agency vehicle, or otherwise on duty. Employees are also prohibited from being under the influence of an illegal controlled substance, alcohol, marijuana or other intoxicants while on duty as an Agency employee.

2. **Notice of Conviction.** An employee who is convicted of a violation of a criminal drug or alcohol statute (including misdemeanors) for a violation occurring on Agency premises, in an Agency vehicle or while on duty as an Agency employee will notify his or her supervisor within five (5) days of the date of conviction. A conviction includes any finding or plea of guilt (including a deferral) and/or any imposition of a fine, jail sentence or other penalty.
- C. **Prescription and Over-the-Counter Drugs.** An employee taking any prescription drug (whether or not the employee has a current valid prescription) or over-the-counter drug which may impair safe job performance will inform his or her supervisor of the fact that he or she is taking the medication and provide information concerning the potential safety-related side effects. For prescription drugs, a doctor's release may be required. The supervisor and the employee should work together to determine the employee's fitness for duty, or light duty if available. If no agreement is reached, the fitness for duty determination will be made by the Executive Director.
- D. **Employee Assistance Program.** Employees who have an alcohol or drug abuse problem are strongly encouraged to seek assistance through the Employee Assistance Program or through any programs offered through the Agency's health carriers. When work performance is impaired, however, use of any assistance program does not preclude appropriate action by the Agency.
- E. **Agency Authority.** The Agency retains full and final discretion on whether, when, and under what conditions an employee may be reemployed after an instance of substance abuse.
- F. **Violations Subject to Discipline.** Any violation of this policy will subject an employee to discipline, up to and including termination.

### 13. WORKPLACE VIOLENCE PREVENTION

- A. **Purpose.** The Agency is concerned about and committed to employee safety and health. Workplace violence including threats of violence by or against an employee is not tolerated. Reasonable efforts will be made to prevent threats and violent incidents from occurring by providing employees access to training and proper procedures. This policy is designed to reduce the risk from workplace violence and to promote a safe and healthy work environment.
- B. **Definitions.**  
**Workplace Violence:** Incidents of workplace violence include the following acts or behaviors occurring in the workplace:
  1. Physical assault and any infliction of harm to persons or property punishable as a criminal act under the Revised Code of Washington. Examples include but are not limited to hitting, pushing, kicking, biting, holding, impeding, spitting, or blocking movement of another person.

2. Threats including:
  - a. Any direct or indirect communication to another. This includes any conduct, gesture or other behavior, which is reasonably perceived to communicate intent to intimidate, endanger the safety of, or do/cause harm to persons or property. This includes use of profane language or verbal statements that are furious, intense or are extremely distorted: or
  - b. Any other communication defined to be a threat pursuant to Washington Criminal Code (RCW Title 9A).
3. Stalking.
4. Attempts to threaten or cause harm to persons or property.

**Workplace:** Any building or work area, including any associated parking area, constituting the place where work is performed or assigned including common areas and private or personal work areas. Also included is any area where the employee is engaged in official business, including field locations, vehicles, either employer-owned or privately owned when used for business purposes.

**C. Responsibilities.**

Management Responsibilities Include:

1. Administration and broad oversight of the Agency’s workplace violence prevention policy.
2. Reviewing reported incidences of violence.
3. Assuring confidentiality of complaints and concerns to the extent allowed by law.
4. Assuring employees will not be discriminated or retaliated against for filing appropriate workplace violence complaints.
5. Taking immediate steps to attempt to de-escalate any ongoing situation that appears to contain any potential for violence.

Employee Responsibilities Include:

1. Knowing and complying with provisions of this policy.
2. Contacting a 911 Center if they believe a violent incident is imminent.
3. Reporting concerns for personal safety while conducting agency business to their supervisor.
4. Immediately reporting situations where there is a fear that physical retaliation may take place or where someone has made verbal threats of physical violence.
5. Documenting reports of workplace violence.
6. Refraining from any behavior that is threatening, fearful or intimidating, and any physical violence.

**D. Violence or Threats Occurring Outside of Workplace.** If employees are experiencing domestic violence or threats outside of the workplace, and have concerns that a violent incident could possibly occur in the workplace or affect other employees, they are encouraged to notify their immediate supervisor so appropriate precautions as outlined in this policy may be followed. If an employee requests a court order restraining any person from harassing or approaching him or her, the employee is encouraged to inform his or her immediate supervisor about

the issuance of the order, provide a description and photograph (if possible) of the individual cited in the order and provide a copy of the order. Employees are also encouraged to include the work site in the restraining order.

- E. **Workplace Hazard Control and Prevention.** In order to reduce the risk of workplace violence, any of the following measures may be implemented:
  - 1. Limiting visitor access to personal work areas.
  - 2. Prohibiting access to work areas by persons who appear to be under the influence of or affected by intoxicants or drugs.
  - 3. Encouraging employees to be aware of and question the presence of anyone in an agency facility that is not a recognized employee or visitor.
  - 4. Designing work areas to protect employees from possible threats.
  - 5. When a work assignment is necessary involving a known hostile individual, the employee and supervisor will consult to formulate a plan so that the employee will not be contacting the hostile person alone.
- F. **Responding to Incidents.** Immediate steps may include:
  - 1. Reporting the incident to immediate supervisor and the Executive Director.
  - 2. Reporting the incident to law enforcement.
  - 3. Securing the work area where the disturbance occurred.
  - 4. Accounting for all employees and others and ensuring the physical safety of those remaining in the area as soon as possible.
  - 5. Providing for site security.
  - 6. Providing for critical incident debriefing to victims, witnesses and other affected employees.
  - 7. Providing for accurate communication to outside agencies, media and law enforcement.
  - 8. Returning to normal operations as soon as possible.
- G. **Incident Reporting.** All workplace violence incidents will be reported to the Executive Director immediately. Written reports are to be submitted to the Executive Director within 24 hours of occurrence. This procedure applies to all types of violent incidents, whether or not physical injury has occurred (i.e. verbal abuse, threats of violence, menacing, etc.). If it appears that a criminal violation has occurred as a result of the incident, the matter will be referred to the local law enforcement agency with jurisdiction in the matter.
- H. **Weapons Prohibition.** Possession of weapons in the workplace including, but not limited to firearms and knives represents the possibility of danger; therefore, is in violation of Agency safety and workplace violence prevention policies. The possession of such articles at work is proper cause for disciplinary action up to and including termination of employment.

#### 14. **AMERICANS WITH DISABILITIES ACT**

- A. The Americans with Disabilities Act (ADA) and Washington's Law Against Discrimination (WLAD), Chapter 49.60 RCW require the Agency to reasonably accommodate qualified individuals with disabilities. It is the policy of the Agency to comply with all Federal and state laws concerning the employment of persons with disabilities.

- B. It is the Agency’s policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. The Agency will reasonably accommodate qualified individuals with a temporary or long-term disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.
- C. All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee’s immediate employment situation.
- D. The Executive Director is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.
- E. As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.
  - 1. “Disability” refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such an impairment, has a record of such an impairment, or is regarded as having such an impairment is a “disabled individual.” A “disability” under the WLAD means the presence of a sensory, mental, or physical impairment that: (i) Is medically cognizable or diagnosable; or (ii) Exists as a record or history; or (iii) Is perceived to exist whether or not it exists in fact.
  - 2. “Direct threat to safety” means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
  - 3. A “qualified individual with a disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
  - 4. “Reasonable accommodation” means making existing facilities readily accessible to and usable by individuals with disabilities, including job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.
  - 5. “Undue hardship” means an action requiring significant difficulty or expense by the employer.
  - 6. “Essential job functions” refers to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

## 15. **WORKPLACE HARASSMENT**

The Agency is committed to ensuring that the practices and conduct of all its employees comply with the requirements of federal and state laws against unlawful harassment. It is the policy of the Agency that all employees have the right to work in an environment free from unlawful harassment based upon their race, color, religion, creed, sex, national origin, age, marital status, pregnancy, sexual orientation and gender identity, veterans' status, genetic information, disability, and any other class status protected by federal, state, or local law. Any unlawful workplace harassment of employees will not be tolerated by the Agency.

Harassment encompasses unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, sexual orientation, gender identity, color, race, religion, national origin, age, disability, marital status, veteran or military status, citizenship status, or other protected group status. The Agency will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Some examples of behavior that could constitute or contribute to harassment include but are not limited to: using epithets, slurs, or negative stereotypes; threatening, intimidating, or engaging in hostile acts that relate to protected status or characteristics such as those referred to above; jokes or pranks that refer to or denigrate a protected status; or placing on walls, bulletin boards, or elsewhere on the work premises or circulating in the workplace written, electronically transmitted or graphic material that denigrates or shows hostility or aversion toward a person or group because of a protected characteristic. The Agency's prohibition on unlawful harassment encompasses conduct at work, as well as off-duty behavior that adversely affects the work environment.

- A. **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.

Some examples of behavior that could constitute or contribute to sexual harassment include but are not limited to:

1. Unwelcome or unwanted flirtations, propositions, or advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, fondling, putting one's arm around another, or any other similar physical contact considered unacceptable by another individual.
2. Requests or demands for sexual favors. This includes subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning an individual's employment.

3. Verbal abuse or kidding that is sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance when such comments go beyond an isolated innocuous compliment; off-color jokes or offensive language; or any other tasteless, sexually oriented comments, innuendoes, or offensive actions, including leering, whistling, or gesturing.
4. Participation in fostering a work environment that is generally intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, office décor, suggestions, requests, demands, physical contacts, or attention.

**B. Complaint Process.** An employee who feels harassed should immediately tell the offending individual how they feel and ask them to stop. If that does not work or if the employee is uncomfortable confronting the offending individual, the employee should report the incident promptly to their supervisor. A complaint can be made verbally or in writing to the Deputy Director. In the alternative, as the employee may wish, the complaint may be brought to the attention of the Executive Director. If an employee brings the complaint to the attention of another manager or supervisor, that individual is obligated to report the complaint to the Deputy Director and/or the Executive Director.

The complaint form available from the Deputy Director may be used to file a written complaint. A harassment complaint generally will be handled as follows:

1. Every complaint is to be reported promptly either by the complainant or by the person receiving the complaint. If reported verbally, the person taking the complaint should produce a written statement for the complainant to review and sign.
2. The complaint will be investigated as soon as reasonably practicable. Choice of investigator, level of formality, and the procedures used in the investigation may vary, depending upon the nature of the allegations and full circumstances of the situation, including the context in which the alleged incidents occurred.
3. Confidentiality will be maintained throughout the investigatory process to the extent practical and consistent with the need to undertake a full investigation.
4. There shall be no retaliation by the Agency, its officers, managers, supervisors or other employees toward any employee bringing a complaint in good faith or cooperating with the investigation of a harassment complaint. Any person who feels they have been retaliated against, should immediately report their concern to the Deputy Director. The Agency strictly prohibits retaliation under this policy, and any sustained allegations of retaliation will lead to discipline, up to and including termination.

5. Where the investigation confirms the allegation of unlawful harassment or retaliation, the Agency will take prompt corrective action and, where appropriate, discipline the offending individual. Discipline may include verbal and written reprimands, professional counseling, reassignment, demotion, or other appropriate action, up to and including termination. The affected individuals will be informed of the outcome of the investigation.

All officers, managers, and supervisors are assigned responsibility for implementing this policy, ensuring compliance with and knowledge of its terms, and for taking immediate and appropriate corrective action if they witness inappropriate behavior or receive a complaint. Managers and supervisors must open and maintain channels of communication to permit employees to raise concerns of sexual or other workplace harassment without fear of retaliation, stop any observed harassment, and treat harassment matters with sensitivity, confidentiality, and objectivity. A manager's or supervisor's failure to carry out these responsibilities may result in disciplinary action up to and including discharge.

chapter six  
**RECRUITMENT AND EQUAL EMPLOYMENT OPPORTUNITY**

**1. EQUAL OPPORTUNITY AND NONDISCRIMINATION**

The Agency is an equal opportunity employer. All employees and potential employees will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, marital status, military or veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law. Any employee who believes that he or she has been discriminated against or who has suffered from unlawful harassment or retaliation should report it to his/her supervisor, any manager or supervisor, or the Deputy Director. Please refer also to the Anti-Harassment policy. Upon receipt of a complaint, the Agency will investigate and take appropriate corrective action as may be warranted.

**2. SCOPE OF RECRUITMENT**

When opening a position to the public, in order to provide equal opportunity and to promote a diverse work force, the Executive Director will follow the Agency's recruitment process as outlined in Chapter 7. After meeting minimum recruitment requirements, the Executive Director will determine the scope of additional recruitment activities. To determine a reasonable scope of recruitment for a specific position, the Executive Director should consider factors such as the level of the position in the organization, salary, the current labor market, composition of the work force and location of experienced/trained potential applicant pool. Examples of recruitment efforts that the Executive Director may use include: postings in newspaper, forwarding information to educational institutions, professional and vocational organizations and professional newsletters as well as posting recruitment information on internet recruiting sites or boards.

**3. GRIEVANCE PROCEDURES FOR EMPLOYMENT**

- A. **Applicability.** Any Agency employee or applicant for employment who thinks they are being treated unfairly in employment because of his or her sex/gender, race, national origin, religion, marital status, military or veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law may utilize this grievance procedure. No employee or applicant for employment will be retaliated against for using the grievance procedure.
- B. **Informal Consultation.** Any person may contact the Deputy Director who serves as a source for informal discussion, advice, and assistance. These contacts will be kept confidential. The Deputy Director will assist in informally resolving problems upon request.

C. **Formal Complaint.**

1. **Complaint to Agency.** Any employee or applicant for employment may begin a formal grievance claiming illegal discrimination by filing a written complaint to the Agency describing the alleged act of discrimination with the Executive Director. The Executive Director will forward the complaint to the Deputy Director who will act as a neutral party and assist applicants, employees, and management on an equal basis. Complaints against the Executive Director shall be routed directly to the Deputy Director.

The complaint should be filed as soon as possible after the complainant first becomes aware of the alleged violation. The complaint will be as detailed and accurate as possible, and should include a desired remedy. The Deputy Director will investigate, try to resolve the complaint, and notify the complainant in writing of his or her decision within 10 working days of the filing of the complaint. The Executive Director may be involved in the initial investigation. If the complaint is against the Deputy Director, the Executive Director will act as the lead investigator and will follow procedures under section C2. Executive Director.

Upon receipt of the request, the Deputy Director will investigate the complaint and prepare a report containing the following information:

- a. Summary of the information-gathering efforts,
- b. Summary of the facts found,
- c. Deputy Director's recommendation, if any.

Within 10 working days of the receipt of the request, the Deputy Director will hold a conference with the Executive Director and the complainant to discuss the report and to attempt to resolve the complaint.

2. **Investigation by Executive Director.** If the complainant disagrees with the decision of the Deputy Director, he or she may make a written request for investigation by the Executive Director within five working days of notification of the Deputy Director's decision.

- D. **Appeal of the Council.** If a resolution of the complaint does not occur during the conference, the complainant may request a hearing before the Council at their next meeting or within 30 days, whichever occurs first. The request will be in writing and filed with the Deputy Director within five working days of the conference. The Deputy Director will notify the Executive Director of the appeal. The Deputy Director will provide the Council with a copy of the complaint, a copy of the Executive Director's decision, a copy of the Deputy Director's report, and a copy of the appeal.

1. **Conduct of the Hearing.** The hearing will be conducted according to the following hearing procedures.
  - a. The rules of evidence will not apply, but the Council will rule on objections and on the admissibility of evidence. The hearing may be recorded, at the discretion of the Council. The parties involved have the right to be represented by legal counsel or other representative of their choice. It is the responsibility of each of the parties to advise

the Council of the participation by legal counsel or other representative. The complainant will provide for the compensation of his or her legal counsel or other representative.

- b. The Deputy Director will begin the hearing by summarizing the complaint and the issues and explaining that the scope of the hearing is limited to the complaint. The complainant's case will be presented first and the appointing official's case will be presented second. All testimony will be under oath.
  - c. The parties will have the right to call witnesses and present documentary evidence at the hearing. They will also have the opportunity to cross-examine any witness or party that testifies. The Council may also question any witness or party. Each party will be given the opportunity to make a closing argument.
2. **Decision.** Within 15 working days of the conclusion of the hearing, the Council will issue its written decision. A copy will be delivered to each of the parties. The written decision will include:
- a. A statement of the time, date, and place of the hearing including the names of the parties, their representatives and witnesses;
  - b. A list of other persons attending the hearing;
  - c. A statement of the issues of fact raised by the complainant and addressed at the hearing;
  - d. The findings of fact of the Council, which are based upon evidence presented at the hearing; and
  - e. The Council's decision including any required action by the parties.
- E. **Extensions of Time.** Time periods may be extended by the written consent of all parties or for good cause as determined by the Council.
- F. **Other Requirements.** If the complaint alleges wrongful conduct by a specific Agency employee or employees, then that employee(s) will be given notice of and have the right to attend the conference with the Deputy Director and the Council's hearing.
- G. **Outside Agencies.** It is recognized that the complainants have certain rights to file complaints of alleged treatment based on race, sex, marital status, color, creed or religion, national origin, age or disability, with the Washington State Human Rights Commission or the Federal Equal Employment Opportunity Commission.

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chapter seven  
**RECRUITMENT AND SELECTION PROCESS**

**1. SELECTION CRITERIA**

The Agency will determine selection criteria based on the classification specification and the work required. Minimum qualifications stated in the classifications will be used as selection criteria.

Recruitment for the Executive Director position will be performed at the discretion of the Council and may vary from the following procedures.

**2. POSTING REQUIREMENTS FOR REGULAR AND REGULAR-WITH-AN-END-DATE POSITIONS**

- A. **Minimum Time Period.** Individuals may only apply for Agency positions during the time that a vacant regular position is posted. The Agency posts vacant positions for a minimum of five working days. The Executive Director may post an opening for any reasonable period longer than five working days.
- B. **Posting Open Positions.** Job announcements for open positions include the position title, a brief description of the duties, hiring or pay range, minimum qualifications/acceptable equivalents, desired qualifications, and information on how, when and where to apply. Job announcements will at a minimum be distributed to all staff, advertised in newspapers, distributed to planning/governmental agencies as appropriate, and posted on the agency's website. Job announcements will also be listed with veteran advocacy groups at Joint Base Lewis McChord (JBLM), WorkSource, and other placement agencies that support military personnel transitioning to civilian life.
- C. **Closing date.** Posting for regular positions will include a definite closing date and time or a statement that the recruitment for the position will remain open until filled.
- D. **Applications.** All applicants will complete the standard Agency Employment Application. The Executive Director may, in his or her discretion, require the completion of a supplemental questionnaire, submittal of a current resume or completion/submittal of any other relevant material.
- E. **Types of Recruitment.** The Executive Director may promote a qualified employee or competitively recruit within the agency without opening the position to outside applicants. For this purpose, employee means any person on the payroll including regular full-time, part-time, regular-with-an-end-date employee, and temporary employees. Applicants may be competitively recruited simultaneously from outside and within the agency for any position. This will depend upon the specific circumstances of the vacant position. In general, however, the more senior the position, the more likely it is that recruiting will be outside as well as inside the agency. Employees who are interested in and qualified for vacant positions are encouraged to apply.

### 3. **SELECTION PROCESS**

- A. **Screening.** Applications for open positions are screened by the Executive Director and/or Deputy Director. The Executive Director and/or Deputy Director may conduct the screening alone or involve employees as appropriate. Whenever possible, at least three applicants will be interviewed for open positions. When reviewing a veteran's qualifications, every effort shall be made to consider the knowledge, skills, and abilities gained through military service as transferrable skills.
- B. **Interviewing.** Interviews may be conducted by the Executive Director and/or Deputy Director or an interview panel established for that purpose. Panel members may include employees and/or other individuals as appropriate. References will be checked by the Executive Director or Deputy Director.
- C. **Hiring Decision.** The Executive Director will review the results of the interview sessions and the reference check. At that time, the Executive Director will make the final decision on the employment offer and send a letter of employment to the successful applicant.

### 4. **ORIENTATION PERIOD**

- A. An employee's first six months of employment with TRPC will be considered a trial service period and is referred to as the orientation period and is considered an extension of the selection process. This period is used to train and evaluate the employee's performance, conduct, observation of rules, and attendance. Successful completion of the orientation period does not alter the employee's at-will status.
- B. **Length.** The orientation period for all new hires will be six months unless management has been unable to adequately observe an employee's performance, or if circumstances occur or change during this period that require the need for additional observation. In such cases the Agency may extend the orientation period for a specified length of time. If the orientation period is extended, the Executive Director may allow the employee to use their accrued leave for time off.
- C. **Length When Moving To New Position.** When a regular employee promotes, voluntarily demotes or transfers to another Agency position, the orientation period in the new position will be two months.

### 5. **TERMINATION DURING ORIENTATION PERIOD**

An employee may be discharged at any time during the orientation period at the complete discretion of the Executive Director. The Executive Director need not give a reason for the termination. The employee will have no right to appeal the termination decision.

### 6. **COMPLETION OF ORIENTATION PERIOD**

Upon successful completion of the orientation period, the employee will gain regular or regular-with-an-end-date status in the position. Satisfactory completion of the orientation period is determined based on an evaluation by the supervisor, with approval by the Executive Director.

chapter eight  
**ORIENTATION/TRAINING/DEVELOPMENT**

**1. ORIENTATION**

Each new employee shall receive basic information about Agency policy and job expectations. The orientation shall cover items such as agency mission, key initiatives, hours of work, the orientation period, working conditions, benefits information, commute trip reduction, general employment practices, work assignments and responsibilities, and other conditions of employment.

**2. TRAINING/DEVELOPMENT**

- A. **Goal.** The Agency is committed to developing employees and providing training and conference opportunities to meet the objectives of the Agency and the needs of its employees. Funds are budgeted annually for employee professional development.
- B. **Assessment.** Assessment of training needs for each individual takes place as part of the employee's yearly performance evaluation. A training program is developed based on identified needs and interests.
- C. **Approval of Training Requests.** All requests for participation in training sessions and conferences are submitted to the employee's supervisor and reviewed by the Executive Director. The Deputy Director handles registration details and keeps a record of employees' participation in workshops and conferences.

**3. PERFORMANCE EVALUATIONS**

- A. **Goal.** Performance evaluation is an on-going process which includes formal and informal evaluations. Formal performance evaluations are conducted yearly.
- B. **Part of Personnel Record.** Performance evaluations become part of the employee's official personnel record.
- C. **Written Statement by Employee.** When a regular employee disagrees with an evaluation, the employee may provide a written statement to be filed and retained with the performance evaluation.
- D. **Executive Director Performance Appraisal.** It is the policy of the Council to support and motivate a well-qualified, productive Executive Director and to encourage and recognize activities that make a positive difference in the lives of regional residents. The Council develops the use of an annual performance appraisal process as a management tool. This tool is to provide a fair and effective method of communicating job performance, expectations, results and motivation toward the achievement of the Council's goals.

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chapter nine  
**PERSONNEL FILES AND REFERENCES**

**1. LOCATION OF PERSONNEL FILES**

- A. **Where Maintained.** Each employee's personnel file is maintained by the Deputy Director. The Accounting Office maintains a benefit and salary file on each employee for payroll and auditing purposes.
- B. **Employee Responsibilities.** Each employee is responsible for keeping his/her personnel files current by providing the Deputy Director with any changes to information such as address, telephone number, emergency contact information, dependent status and beneficiaries for insurance purposes.

**2. ACCESS TO PERSONNEL FILES**

- A. **Employee's Right of Access.** Each employee has the right to look at his or her personnel file at reasonable times, upon request to the Deputy Director. Access to others within the Agency will generally be limited to the Executive Director and the employee's supervisor.
- B. **Public Access.** Public access to personnel files is governed by state public disclosure laws.

**3. REFERENCES**

- A. **Standard Release Form.** The Executive Director will request a standard signed release form from each terminating employee. Current employees requesting references should complete the standard release form and submit it to the Executive Director. No references beyond name, dates of employment and position held will be given without a completed Agency release form (See Appendix), or a signed release form from another entity.
- B. **Who Responds to Reference.** Only the Executive Director or designee shall respond to any request for a reference concerning any current or former employee.
- C. **Guidelines for Responses to Reference Requests.** Responses to requests for a reference should generally observe the following guidelines:
  - 1. All information should be within the scope of the permission granted by the release.
  - 2. The Executive Director or designee should consult the employee's personnel file in responding to reference requests.
  - 3. The reference will be documented in the employee's personnel file to include the requestor and general documentation about the nature of the response.

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chapter ten  
**DETERMINATION OF SENIORITY**

**1. Seniority.**

Seniority is the period of continuous service as a regular employee.

**2. Time in Paid Leave Status.**

Time in paid leave status will accrue seniority.

**3. Time in Leave Without Pay.**

Time in leave without pay will not accrue seniority with the following exceptions:

- A. The first six months of leave resulting from an on-the-job injury that is awarded time loss as part of worker's compensation; and
- B. The first six months of leave taken during the period of disability due to pregnancy will accrue seniority.

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chapter eleven  
**PERSONNEL COST SAVINGS**

**1. Personnel Cost Savings**

- A. The Executive Director will be responsible for identifying the need for personnel cost savings and devising a plan to address those savings. The Executive Director will use budget data and projections as the basis for identifying the need to cut personnel costs. A variety of strategies may be identified to cut personnel costs including voluntary furloughs, mandatory furloughs, salary/schedule reduction, position elimination, and increase in employee benefit contributions.
- B. If the Executive Director deems it necessary to enact personnel cost savings, s/he will document the need and outline a specific plan to accomplish the cost savings. The Executive Director will brief the Council and employees with notice that ensures an orderly process.
- C. The Executive Director will document all phases of the process and seek legal counsel as needed and appropriate to ensure compliance with State and Federal employment law and Agency policies.

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chapter twelve  
**DISCIPLINE**

**1. EMPLOYEE CONDUCT**

The success of the Agency is dependent upon our providing the public with the highest possible level of service. The continued success of the Agency to maintain this effort is dependent upon all employees working effectively and productively together. The Agency expects employees to perform their duties in a professional, effective, and efficient manner.

**2. DISCIPLINE**

A. **Authority to Take Discipline.** Employees are subject to disciplinary action when they engage in conduct that violates an Agency policy, rule or regulation or otherwise interferes with the safe or efficient conduct of Agency business. While management will strive to take necessary corrective action in a fair and consistent manner, management must reserve full discretion to make any and all disciplinary decisions that it determines necessary to ensure the highest level of service is provided. Nothing in this policy shall be construed as a promise of specific treatment in any specific circumstance.

B. **Examples of Behavior Causing Discipline.** Examples of behavior that may subject an employee to discipline, up to and including termination, include, but are not limited to, the following:

1. Violation of Agency policies, regulations or rules;
2. Repeated or unexcused absence, tardiness, or misuse of breaks;
3. Unauthorized acquisition, use, possession, removal, neglect, or willful damage to any Agency property, equipment or materials;
4. Incompetence or inefficiency in the performance of assigned duties;
5. Unauthorized distribution of literature or solicitation of employees on Agency premises during working time;
6. Aiding in assessment or collection from any Agency employee for the purpose of securing the nomination or election of any person to office or for the purpose of making a gift to any elective officer;
7. Taking or receiving fees, gifts, or other valuable items in connection with Agency employment for personal gain (See Ethics Policy) in the course of Agency employment in a reckless or dangerous manner or failure to report an accident;
8. Offensive, discriminatory, or harassing conduct or language toward an Agency employee or a member of the public;
9. Deliberate falsification of any official Agency document, including time records;
10. Violation of safety rules or procedures (whether or not personal injury or damage to property occurs);
11. Conviction of a felony, a misdemeanor involving theft or a misdemeanor involving moral turpitude;
12. Vandalism or attempted vandalism committed against, or while on, Agency property or while conducting Agency business;

13. Attempting to induce any officer or employee of the Agency to commit an illegal act;
14. Conduct unbecoming an Agency employee while on duty;
15. Off-duty conduct which adversely affects the employee's ability to perform the job;
16. Outside employment in violation of the rule concerning outside employment;
17. Making any false statement or failing to submit documentation when required, in connection with the use of leave;
18. Violation of the Drug-Free Workplace Policy;
19. Dishonesty;
20. Mishandling of Agency revenues;
21. Insubordination;
22. Striking or abusing another person.

### 3. TYPES OF DISCIPLINE AVAILABLE

- A. **Variety of Methods.** Supervisors authorized to take disciplinary actions may use a variety of measures. Supervisors will follow a program of progressive discipline where appropriate. Individual circumstances may cause progressive discipline to be inappropriate. Such circumstances include cases where the infraction is of such a nature that significant discipline, including termination, is justifiable, even on the first offense.
- B. **Examples of Discipline.** Types of discipline may include, but are not limited to, the following:
  1. Oral warning
  2. Written warning
  3. Withholding a step increase
  4. Probationary status
  5. Pay reduction
  6. Demotion
  7. Suspension, with or without pay
  8. Termination

chapter thirteen  
**TERMINATION OF EMPLOYMENT**

**1. VOLUNTARY RESIGNATION**

- A. **Method.** A voluntary resignation may be given verbally or in writing to a supervisor or member of the management team. Employees who voluntarily leave Agency employment should provide a letter of resignation at least 10 working days before the effective date of resignation. Longer advance notice is preferable whenever possible, to ease the transition in staff assignments and to maintain services to the Agency, contracting agencies and the public.
- B. **Ability of Employee to Withdraw Resignation.** A resignation, whether verbal or written, may only be withdrawn with the approval of the Executive Director.
- C. **Filing.** The original resignation letter will be put in the employee's personnel file.

**2. INVOLUNTARY TERMINATION**

- A. **Written Notice.** The Executive Director will give written notice to any regular employee involuntarily terminated.
- B. **Amount of Notice.** The Executive Director may terminate an employee immediately or with such notice as the Executive Director determines appropriate under the circumstances.
- C. **At-Will Employment.** Employees may be terminated with or without cause and with or without prior notice at the discretion of the Executive Director.

**3. EXIT INTERVIEW**

- A. **Executive Director.** The supervisor, Deputy Director and/or Executive Director may conduct an exit interview.

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chapter fourteen  
**COMPLAINT PROCEDURE FOR REGULAR EMPLOYEES**

**1. APPLICATION**

This Chapter applies to all regular and regular-with-an-end-date employees who have completed their orientation period.

**2. CONTENTS OF COMPLAINT**

A. **Filing a Complaint:** A complaint is a written statement alleging a violation of the Agency's Personnel Policies. A complaint must include the following written information:

1. The section(s) of the policies allegedly violated;
2. The date(s) of the alleged violation;
3. The people involved;
4. The facts of the alleged violation;
5. The date the complaint is written;
6. The signature of the complainant.

**3. PROCEDURE**

A. **First Step:** The employee must present the complaint to his or her supervisor within five working days after the date of the alleged violation. The supervisor will give the employee a written answer within five working days after the receipt of the complaint. If the complaint is against the employee's supervisor, then the report shall be made to the Deputy Director and/or Executive Director.

B. **Second Step:** The employee may appeal by presenting the complaint in writing to the Executive Director within five working days after the receipt of the supervisor's answer. The Executive Director will consider the complaint and provide the employee a written decision within 10 working days after the receipt of the appeal.

C. **Third Step:** The employee may appeal the decision of the Executive Director by submitting the complaint to the Council within 10 working days after the receipt of the Executive Director's decision. The Council or its designee will follow the same hearings process and timeline as outlined in Chapter 6, Section 4D.

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## PROCEDURE FOR REPORTING IMPROPER GOVERNMENTAL ACTION AND PROTECTING EMPLOYEES AGAINST RETALIATION

### 1. POLICY STATEMENT

It is the policy of the Agency to:

- A. **Report.** Encourage reporting by Agency employees of improper governmental action taken by Agency officers and employees; and
- B. **Protect.** Protect Agency employees who have reported improper governmental actions in accordance with Agency policies and procedures.

### 2. DEFINITIONS

As used in this Chapter, the terms defined in this policy have the following meanings unless the context clearly requires otherwise:

- A. **Improper Governmental Action.** Any action by Agency officer or employee that:
  - 1. is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment; and
  - 2.
    - a. Is in violation of any federal, state or local law or rule;
    - b. Is an abuse of authority;
    - c. Is of substantial and specific danger to the public health or safety;  
or
    - d. Is a gross waste of public funds.
  - 3. Improper governmental action does not include personnel actions, including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands.
- B. **Emergency.** A circumstance that if not immediately changed may cause damage to persons or property.
- C. **Retaliatory Action.** Any adverse change in the terms and conditions of an Agency employee's employment.

### 3. PROCEDURES FOR REPORTING

- A. **Report to Whom.** An employee who becomes aware of improper governmental action should report the action first to his or her supervisor. If the employee reasonably believes the improper governmental action involves his or her supervisor or that reporting it to the supervisor would be inappropriate, the employee may report the action to the Executive Director.
- B. **May be Required to be Written.** The individual receiving the report may require the employee to submit a written report stating in detail the basis for the employee's belief that an improper governmental action has occurred.

- C. **Emergency.** In an emergency, where the employee believes that damage to persons or property 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.
- D. **Information to the Executive Director.** Unless the report alleges improper governmental action by the Executive Director, the individual receiving the initial report will inform the Executive Director of the allegation. If the Executive Director is the subject of the allegation, then the individual will report it to the Deputy Director.
- E. **Investigation.** The individual receiving the report and the Executive Director will confer and agree upon an appropriate method of investigation. The individual receiving the report will ensure that prompt action is taken to properly investigate the report.
- F. **Confidentiality.** The investigation should be conducted as confidentially as possible. Until the investigation is final, the identity of all employees involved will be kept confidential to the extent permitted by law. At all times, the identity of reporting employees will be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.
- G. **Completion of Investigation.** When the investigation is completed, the individual receiving the report will advise all employees involved in the investigation of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation must be kept confidential.
- H. **Failure of Employee to Act in Good Faith.** If an employee fails to make a good faith effort to follow the Agency's procedures in reporting improper governmental action, the employee will not receive the protection provided by the Agency in this Chapter.

#### 4. PROTECTION AGAINST RETALIATORY ACTIONS

- A. **Prohibition of Retaliation.** Agency officials and employees are prohibited from taking retaliatory action against an Agency employee because he or she has in good faith reported an improper governmental action in accordance with this Chapter.
- B. **Protection from Retaliation.** An employee who believes that they have been retaliated against for reporting an improper governmental action may obtain protection under this Chapter by advising the Executive Director. If the Executive Director is the subject of the retaliation, then the report should be made to the Deputy Director. The Executive Director or Deputy Director will take appropriate action to investigate and address complaints of retaliation. If the Executive Director or Deputy Director do not satisfactorily resolve an employee's complaint that he or she has been retaliated against for reporting an improper governmental action, the employee may obtain protection under this Chapter by providing a written notice to the Council, who will then be responsible for investigating the allegation
- C. **Contents of Notice to the Council.** The notice to the Council will specify the alleged retaliatory action and the relief requested. The notice will be provided directly to the Council or through the Executive Director.
- D. **Time Frame for Notice.** The written notice will be delivered no later than 30 days after the occurrence of the alleged retaliatory action.

- E. **Time Frame for Council Response.** The Council will respond to the notice within 30 days of receipt of the notice.
- F. **Appeal to State.** After receiving the response of the Council or 30 days after the delivery of the notice to the Council, an employee may request a hearing before a state administrative law judge for the purpose of establishing that a retaliatory action occurred and to obtain appropriate relief provided by law.
- G. **Time Frame for Appeal.** An employee seeking a hearing with the state will deliver the request for a hearing to the Executive Director no later than the earlier of either 15 days from the delivery of the Council's response to the notice of retaliatory action or 45 days from the delivery of the notice of retaliatory action to the Council.
- H. **Council Notice to State.** Upon receipt for the request for hearing, the Council will apply within five working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.
- I. **State Recommendation to Council.** The Council will consider any recommendation provided by the administrative law judge that the retaliator be suspended with or without pay or dismissed.

## 5. RESPONSIBILITY FOR CHAPTER

- A. **Executive Director Responsibility.** The Executive Director is responsible for implementing Agency policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions. This responsibility includes ensuring that the provisions of this Chapter are:
  - 1. Posted where all employees will have reasonable access to them;
  - 2. Made available to any employee upon request; and
  - 3. Provided to all new hires
- B. **Responsibility of Managers and Supervisors.** Managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.
- C. **Violation Grounds for Discipline.** Violations of this Chapter may result in appropriate disciplinary action, up to and including dismissal.
- D. **Responsible Agencies.** Employees having questions about agencies responsible for enforcing federal, state, and local laws, or the procedures for reporting improper governmental action, are encouraged to contact the Executive Director. If the Executive Director is the subject of their concern, they can report to the Deputy Director or supervisor.

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**APPENDIX**

**ACKNOWLEDGMENT OF RECEIPT**

I certify that I have read and I understand the policies contained in the TRPC Personnel Policies, a copy of which has been provided to me. I also understand that the statements of policy contained in the Personnel Policies are not a contract and that my employment may be discontinued at any time by the Agency or me. I also understand that the Personnel Policies present guidelines which may be changed by management, when in its judgment circumstances so require. These Policies supersede any prior Policies or Rules issued by the Agency and/or its management.

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Print Name

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Signature

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Date

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**COMPENSATORY TIME AGREEMENT FOR NON-EXEMPT EMPLOYEES  
THURSTON REGIONAL PLANNING COUNCIL**

Pursuant to the compensatory time rules for State and local government employees, I agree to accept compensatory time in lieu of overtime pay.

I understand that I must have overtime work approved by my supervisor and agree to work only the approved hours. I also understand that if I choose not to follow this directive, I may be subject to discipline or my employment may be terminated.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor's Signature

Original to Personnel File

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**COMPLAINT FORM**

Name:

---

List All Sections of the Personnel Rules Alleged to be Violated: \_\_\_\_\_

---

Statement of Facts of the Complaint: \_\_\_\_\_

---

---

Date(s) the Facts Occurred: \_\_\_\_\_

---

List Individuals Complained Against: \_\_\_\_\_

---

List All Known Witnesses to the Facts: \_\_\_\_\_

---

Requested Remedy: \_\_\_\_\_

---

Signature

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Date

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## EMPLOYEE AUTHORIZATION FOR RELEASE OF INFORMATION

Thurston Regional Planning Council (TRPC) employees who leave our employment or considering leaving our employment have the option of authorizing the release of general or limited information to prospective employers. Please read this form carefully and indicate your preference.

If you do not authorize release of information or fail to submit a signed form authorizing release, we will generally release only information regarding the job position(s) you held and dates of employment. Prospective employers may be advised of the option selected.

**I DO** authorize Thurston Regional Planning Council to release information to prospective employers (including anyone claiming to be a prospective employer), regarding my employment and I hereby release the Agency from any liability arising from the disclosure of information. This release of information covers my employment record in general.

**I DO NOT** authorize the Agency to voluntarily release any information concerning my employment, except my name, position held and dates of employment, however, I understand that in some cases the Agency may be legally required to disclose requested employment information and I hereby release the Agency from any liability arising from the disclosure of that information required by law.

**Irrespective of the above, the Agency and/or its management reserves the right to share information with prospective employers, regarding whether any former employee has traits, behaviors, or propensities that could make employment in the particular position(s) sought unsafe for others or present a security risk.**

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Print Name

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Signature

---

Date

Original to Personnel File