



Lake Whatcom Water & Sewer District

Board Meeting Access Information

Meeting Schedule

6:30 pm - 2nd Wed of each month

8:00 am - Last Wed of each month

Meeting Access

Meetings are held in person at our Administrative offices at 1220 Lakeway Drive in Bellingham. If you prefer to attend remotely, access information is below.

Join the meeting from your computer, tablet smartphone:

<https://meet.goto.com/lwwsd/boardmeeting>

You can also dial in using your phone.

Call: +1 (224) 501-3412 Access Code: 596-307-141

*Press *6 to mute/unmute your microphone*

New to GoToMeeting? Get the app now and be ready when the meeting starts:

<https://meet.goto.com/install>

Attending a Meeting

Lake Whatcom Water & Sewer District's regular Board meetings take place on the second Wednesday of each month at 6:30 pm and the last Wednesday of each month at 8:00 am.

Meetings are open to the public per the Open Public Meetings Act.

All meetings are hybrid, available in person or online. If you wish to observe a meeting, but do not plan to actively participate, you may attend anonymously. Turn off your mic & camera, and change your display name to "Observation Only."

Public Comment Periods

Public comment periods are built in to the agenda, one near the beginning of the meeting and one near the end.

Commissioners will listen, but will not respond or engage in dialogue during the comment period. Direct questions or requests are noted by staff for follow-up.

For the sake of time, and to leave plenty of time for scheduled agenda items, public comments are limited to 3 minutes per person and 45 minutes per comment period.

Comments may be submitted at any time through mail, email, our online contact form, or by phone.

For more information about communicating with the Board of Commissioners, [please visit our website!](#)



Questions?

If you have questions about attending an upcoming meeting, please contact Administrative Assistant Rachael Hope at rachael.hope@lwwsd.org or 360-734-9224.



LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive
Bellingham, WA 98229

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

AGENDA

February 11, 2026


6:30 p.m. – Regular Session

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT OPPORTUNITY
At this time, members of the public may address the Board of Commissioners. Please state your name and address prior to making comments, and limit your comments to three minutes. For the sake of time, each public comment period will be limited to 45 minutes.
4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
5. CONSENT AGENDA
6. SPECIFIC ITEMS OF BUSINESS
 - A. Scenic Intertie Temporary Supply Agreement with the City of Bellingham
 - B. Personnel Policies Manual Update
7. OTHER BUSINESS
8. STAFF REPORTS
 - A. General Manager
9. PUBLIC COMMENT OPPORTUNITY
10. EXECUTIVE SESSION
Executive Session per RCW 42.30.110(1)(i): To discuss with legal counsel active litigation – 15 minutes
11. ADJOURNMENT



**AGENDA
BILL
Item 5**

Consent Agenda

DATE SUBMITTED:	February 4, 2026	MEETING DATE:	February 11, 2026
TO: BOARD OF COMMISSIONERS	FROM: Rachael Hope		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. See below		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

****TO BE UPDATED 02.11.2026****

BACKGROUND / EXPLANATION OF IMPACT

- Minutes for the 1.14.26 Regular Board Meeting
- Minutes for the 1.28.26 Regular Board Meeting
- Payroll for Pay Period #03 (01.17.2026 through 01.30.2026) totaling \$56,153.84
- Benefits for Pay Period #03 totaling \$62,298.79
- Accounts Payable Vouchers total to be added

FISCAL IMPACT

Fiscal impact is as indicated in the payroll/benefits/accounts payable quantities defined above. All costs are within the Board-approved 2025-2026 Budget.

RECOMMENDED BOARD ACTION

Staff recommends the Board approve the Consent Agenda.

PROPOSED MOTION

A recommended motion is:

“I move to approve the Consent Agenda as presented.”



REGULAR SESSION OF THE BOARD OF COMMISSIONERS

Minutes

January 14, 2026

Board President Todd Citron called the Regular Session to order at 6:30 p.m.

Attendees:	Commissioner Todd Citron	General Manager Justin Clary
	Commissioner John Carter	Finance Manager Jenny Signs
	Commissioner Bruce Ford	Operations Manager Jason Dahlstrom
	Commissioner Jeff Knakal	Legal Counsel Bob Carmichael
	Commissioner David Holland	Recording Secretary Rachael Hope

One member of the public (v) was in attendance, in observation only. Attendees marked with a (v) attended virtually.

Consent Agenda

Action Taken

Knakal moved, Holland seconded, approval of:

- **Minutes for the 12.10.2025 Regular Board Meeting**
- **Payroll for Pay Period #26 (12.06.2025 through 12.19.2025) totaling \$57,735.98**
- **Benefits for Pay Period #26 totaling \$57,707.29**
- **Accounts Payable Vouchers totaling \$157,222.37**
- **Accounts Payable Vouchers totaling \$4,337.53**
- **Payroll for Pay Period #01 (12.20.2025 through 01.02.2026) totaling \$55,863.82**
- **Benefits for Pay Period #01 totaling \$61,744.27**
- **Accounts Payable Vouchers totaling \$196,543.10**

Motion passed.

Election of Officers

Clary recalled that the District operates under the authority of Revised Code of Washington (RCW) Title 57, Water-Sewer Districts, which states in section 57.12.010 that "the board shall annually elect one of its members as president and another as secretary." The District has historically fulfilled this statutory obligation during its first meeting of the calendar year.

Action Taken

Carter moved, Ford seconded, to appoint Commissioner Citron as District Board president for the 2026 calendar year. Motion passed.

Holland moved, Ford seconded, to appoint Commissioner Carter as District Board secretary for the 2026 calendar year. Motion passed.

Appointment of Board Representatives to the District's Investment Committee

Clary further recalled that Chapter 2.14 of the District's administrative code establishes an Investment Committee, which is comprised of the finance manager/treasurer, general manager, and two commissioners. Duties of the committee include, at a minimum, quarterly review of the District's investment portfolio and rate structure and annual review of the District's investment policy.

Action Taken

Carter moved, Ford seconded, to appoint Commissioners Knakal and Holland as the Board's representatives on the District's Investment Committee for the 2026 calendar year. Motion passed.

Appointment of Board Representatives to the Whatcom County Council of Governments & Lake Whatcom Management Program Policy Group

Clary further recalled that the District annually appoints a representative to serve on the Whatcom County Council of Governments and a representative to serve on the Lake Whatcom Management Program Policy Group. Discussion followed.

Action Taken

Carter moved, Ford seconded, to appoint Commissioner Knakal to serve as the District's representative on both the Whatcom County Council of Governments and the Lake Whatcom Management Program Policy Group for the 2026 calendar year. Motion passed.

Public Works Board Loan Agreement Supporting the Division 22-1 Reservoir Replacement Project

Nicoll explained that structural analysis of the Lake Whatcom Water and Sewer District Division 22-1 Water Reservoir found significant deficiencies in its ability to meet existing earthquake code requirements (BHC report, December 2016). A 2022 Reservoir Coating Condition Assessment evaluated the interior and exterior coatings of the reservoir and determined that the reservoir coatings have failed and significant corrosion of the interior has compromised the structural integrity of the reservoir. In light of these findings, District staff determined that replacement of the reservoir with a new welded steel reservoir is the most cost-effective approach to addressing the seismic deficiencies and structural deterioration.

In 2024, the District submitted a FEMA Hazard Mitigation Grant application to replace the Division 22-1 Reservoir with a new reservoir constructed to meet seismic standards. The grant application was developed in conjunction with Washington State Emergency Management Division (WA-EMD) of the Washington State Military Department and the Federal Emergency Management Agency (FEMA) as a hazard mitigation project. The cost sharing is as follows: FEMA 75%, WA-EMD 12.5%, and District 12.5%.

Because this project was not previously planned, the 2025-2026 District biennial budget does not include funds to meet the District match requirements for this project. To fund the match requirements, the District applied for and has been awarded a \$365,000 low interest construction loan through the Washington State Public Works Board (2.12% interest rate over a 20-year payment period).

Action Taken

Carter moved, Knakal seconded, to authorize the general manager to execute Loan Agreement No. PC26-96410-014 with the Washington State Public Works Board to enable receipt of \$365,000 for design and construction of the Division 22-1 Reservoir Replacement Project as presented. Motion passed.

General Manager's Report

Clary updated the Board on several topics, including collaboration with several local agencies on an update of the Whatcom County Natural Hazard Mitigation Plan, updates related to the upcoming Washington State legislative session, and the District's open Construction Engineer position.

Executive Session Per RCW 42.30.110(1)(i)

Citron recessed the Regular Session to Executive Session at 6:58 p.m. It was estimated that the Executive Session would take 30 minutes and end at 7:28 p.m. The purpose of the Executive Session was to discuss with legal counsel active litigation. Citron recessed the Executive Session and reconvened the Regular Meeting at 7:25 p.m. No action was taken.

With no further business, Citron adjourned the regular session at 7:30 p.m.

Board President, Todd Citron

Attest: _____
Recording Secretary, Rachael Hope

Minutes approved by motion at ☐ Regular ☐ Special Board Meeting on _____



1220 Lakeway Dr • Bellingham, WA 98229

REGULAR SESSION OF THE BOARD OF COMMISSIONERS

Minutes

January 28, 2026

Board President Todd Citron called the Regular Session to order at 8:00 a.m.

Attendees:	Commissioner Todd Citron (v)	General Manager Justin Clary
	Commissioner John Carter (v)	Finance Manager Jenny Signs
	Commissioner Bruce Ford	Operations Manager Jason Dahlstrom
	Commissioner Jeff Knakal	Recording Secretary Rachael Hope
	Commissioner David Holland	

Also in attendance was Tom Foden of Apollo Energy Solutions. Attendees noted with a (v) attended the meeting virtually.

Changes to Agenda

Staff requested addition of Commissioner Ford announcement under Item 7: Other Business.

Consent Agenda

Action Taken

Knakal moved, Holland seconded, approval of:

- **Minutes for the 10.08.2025 Regular Board Meeting**
- **Payroll taxes for 4th Quarter 2025 totaling \$12,935.23**
- **Payroll for Pay Period #02 (01.03.2026 through 01.16.2026) totaling \$57,715.60**
- **Benefits for Pay Period #02 totaling \$62,824.10**
- **Accounts Payable Vouchers totaling \$193,236.54**

Motion passed.

Energy Savings Performance Contracts Presentation

Clary explained that components of the District's mission statement, values, and goals include cost-efficient operation, environmental construction, and wise use of natural resources. As a public agency, the District is eligible for a variety of grants that finance the implementation of improvements that increase facility operational energy savings. Apollo Solutions Group (Apollo) is a Washington State-based contractor. A division of Apollo provides energy audit and energy savings implementation services. A mechanism for providing these services to local governments is via an energy savings performance contract—Apollo has a contract with the Washington State Department of Enterprise Services (DES) to provide these services to Washington State local governments at no cost to that government utilizing contracts with DES. Tom Foden from Apollo provided a presentation on this contracting mechanism and Apollo's services. Discussion followed, during which the Board instructed staff to pursue next steps in the contracting process.

Resolution No. 904 District Design & Construction Standards Update

Nicoll recalled that the District participates in many private and public projects that range from simple single family residence water/sewer connections to large complex public works projects such as construction or renovation of sewer lift stations, water pump stations, pipelines, and reservoirs. The District's Design and Construction Standards, which are applied to all projects in the District, are periodically refined and updated. Updates typically occur every 3-4 years to comply with state agency standards and construction methods and current industry standards, as well as to define configuration, layout, and installation requirements set by the District. The proposed 2026 edition includes revisions since the last edition adopted by the board on April 26, 2023. Nicoll provided an overview of the revisions and requested board consideration of adoption.

Action Taken

Ford moved, Holland seconded, to adopt Resolution 904 as presented. Motion passed.

Other Business

Clary announced that Commissioner Ford submitted an email resigned from the board effective January 31, 2026 for personal reasons. Commissioner Ford expressed his appreciation for his time in service to the District and the progress that has been made over the years.

President Citron thanked Commissioner Ford for his years of service. Clary recognized Ford's 12+ years on the Board and presented Commissioner Ford with a commemorative vase in recognition of his service to the District.

General Manager's Report

Clary updated the Board on several topics, including a progress update on the District's Six-Year Strategic Plan. Clary recognized Dahlstrom for innovation in creating video-based Standard Operating Procedure guides for the Sudden Valley Water Treatment Plant. Clary also recognized Nicoll for pursuit of outside funding options to support District capital projects that include receipt award of Drinking Water State Revolving Fund loans for the Chlorine Contact Basin Replacement and the Geneva Reservoir Recoating projects, and Signs for recently gaining Certified Public Finance Officer certification through the Government Finance Officers Association; making her one of only 17 in the state of Washington. Discussion followed.

Engineering Department Report

Nicoll highlighted planning for upcoming projects, changes to the Summary of Capital Improvement projects report and 90% design completion level for the 2026 water system seismic improvements project, targeting going to bid as soon as possible to be ready for the watershed ground disturbance window. He also noted the upcoming retirement of District Construction Engineer Kristin Hemenway, including transition planning and first review of applicants beginning on February 3. Discussion followed.

Finance Department Report

Signs' report focused on the District's 4th Quarter 2025 Financial Report, including investment income, bond maturation, and having ended year with the budget on track and both operating and capital expenses under budget. She also commended Nicoll for reduction in carryover of project costs between years and recognized no emergency reserve usage and cash growth with more active investing. Discussion followed.

Operations & Maintenance Department Report

Dahlstrom reported on the District’s continued safety record, the fairly mild winter which allowed for completion of a lot of preventive maintenance, and a change to the District’s inspection policy to discontinue inspections on sites with over 500 sq feet of land disturbance outside of the watershed window to align District policy with the county’s requirements.

With no further business, Citron adjourned the regular session at 9:22 a.m.

Board President, Todd Citron

Attest: _____
Recording Secretary, Rachael Hope

Minutes approved by motion at ☐ Regular ☐ Special Board Meeting on _____

CHECK REGISTER

PAYROLL

Lake Whatcom W-S District


Time: 11:29:06 Date: 02/02/2026

02/05/2026 To: 02/05/2026

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
287	02/05/2026	Payroll	5	EFT		4,137.18	01/17/2026 - 01/30/2026 PR03
288	02/05/2026	Payroll	5	EFT		3,368.24	01/17/2026 - 01/30/2026 PR03
289	02/05/2026	Payroll	5	EFT		4,317.96	01/17/2026 - 01/30/2026 PR03
290	02/05/2026	Payroll	5	EFT		2,075.29	01/17/2026 - 01/30/2026 PR03
292	02/05/2026	Payroll	5	EFT		2,208.78	01/17/2026 - 01/30/2026 PR03
293	02/05/2026	Payroll	5	EFT		3,590.87	01/17/2026 - 01/30/2026 PR03
294	02/05/2026	Payroll	5	EFT		2,674.21	01/17/2026 - 01/30/2026 PR03
295	02/05/2026	Payroll	5	EFT		3,515.99	01/17/2026 - 01/30/2026 PR03
296	02/05/2026	Payroll	5	EFT		3,123.26	01/17/2026 - 01/30/2026 PR03
297	02/05/2026	Payroll	5	EFT		730.02	01/17/2026 - 01/30/2026 PR03
298	02/05/2026	Payroll	5	EFT		3,009.07	01/17/2026 - 01/30/2026 PR03
299	02/05/2026	Payroll	5	EFT		3,093.96	01/17/2026 - 01/30/2026 PR03
300	02/05/2026	Payroll	5	EFT		2,279.07	01/17/2026 - 01/30/2026 PR03
301	02/05/2026	Payroll	5	EFT		1,943.23	01/17/2026 - 01/30/2026 PR03
302	02/05/2026	Payroll	5	EFT		1,789.56	01/17/2026 - 01/30/2026 PR03
303	02/05/2026	Payroll	5	EFT		5,139.15	01/17/2026 - 01/30/2026 PR03
304	02/05/2026	Payroll	5	EFT		4,078.56	01/17/2026 - 01/30/2026 PR03
305	02/05/2026	Payroll	5	EFT		3,167.16	01/17/2026 - 01/30/2026 PR03
291	02/05/2026	Payroll	5	17194		1,912.28	01/17/2026 - 01/30/2026 PR03
401 Water Fund						13,664.67	
402 Sewer Fund						42,489.17	
						56,153.84	Payroll: 56,153.84

I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign  Date 02.02.2026
General Manager, Justin Clary

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:

Board President, Todd Citron

Attest : _____
Recording Secretary, Rachael Hope

Approved by motion at _____ Regular _____ Special Board Meeting on _____
Date Approved

CHECK REGISTER

BENEFITS

Lake Whatcom W-S District

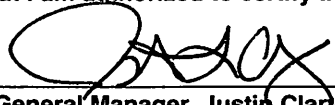
Time: 12:50:26 Date: 02/02/2026

02/05/2026 To: 02/05/2026

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
306	02/05/2026	Payroll	5	EFT	DEPARTMENT OF RETIREMENT SYSTEMS	7,911.50	Pay Cycle(s) 02/05/2026 To . 02/05/2026 - DCP; Pay Cycle(s) 02/05/2026 To 02/05/2026 - ROTH DCP
307	02/05/2026	Payroll	5	EFT	WA ST PUBLIC EMP RET PLAN 2	6,914.79	Pay Cycle(s) 02/05/2026 To 02/05/2026 - PERS 2
308	02/05/2026	Payroll	5	EFT	WA ST PUBLIC EMP RET PLAN 3	3,316.96	Pay Cycle(s) 02/05/2026 To 02/05/2026 - PERS 3
309	02/05/2026	Payroll	5	EFT	WA ST SUPPORT ENFORCEMENT REGISTRY	888.77	Pay Cycle(s) 02/05/2026 To 02/05/2026 - SUP ENF
314	02/05/2026	Payroll	5	EFT	UNITED STATES TREASURY	20,703.80	941 Deposit for Pay Cycle(s) 02/05/2026 - 02/05/2026
310	02/05/2026	Payroll	5	17195	AFLAC	296.36	Pay Cycle(s) 02/05/2026 To 02/05/2026 - AFLAC PRE-TAX; Pay Cycle(s) 02/05/2026 To 02/05/2026 - AFLAC POST-TAX
311	02/05/2026	Payroll	5	17196	AFSCME LOCAL	396.55	Pay Cycle(s) 02/05/2026 To 02/05/2026 - UNION DUES; Pay Cycle(s) 02/05/2026 To 02/05/2026 - UNION FUND
312	02/05/2026	Payroll	5	17197	HRA VEBA TRUST (PAYEE)	590.00	Pay Cycle(s) 02/05/2026 To 02/05/2026 - VEBA
313	02/05/2026	Payroll	5	17198	WA ST HEALTH CARE AUTHORITY	21,280.06	Pay Cycle(s) 02/05/2026 To 02/05/2026 - PEBB MEDICAL; Pay Cycle(s) 02/05/2026 To 02/05/2026 - PEBB ADD LTD; Pay Cycle(s) 02/05/2026 To 02/05/2026 - PEBB SMK Surcharge
401 Water Fund						45,878.37	
402 Sewer Fund						16,420.42	
						62,298.79	Payroll: 62,298.79

I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign  Date 02.02.2026
General Manager, Justin Clary

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:

Board President, Todd Citron


Attest : _____
Recording Secretary, Rachael Hope

Approved by motion at _____ Regular _____ Special Board Meeting on _____
Date Approved



**AGENDA
BILL
Item 6.A**

**Scenic Intertie Temporary
Supply Agreement with the
City of Bellingham**

DATE SUBMITTED:	January 29, 2026	MEETING DATE:	February 11, 2026
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Temporary Supply Agreement between City of Bellingham and Lake Whatcom Water and Sewer District		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Prior to the construction in 2002 of the watermain that connects the District's distribution system in Sudden Valley (water produced at the Sudden Valley water treatment plant) with its distribution system in Geneva, the District purchased water from the City of Bellingham via an intertie located at the intersection of Lakeway Drive and Scenic Avenue. Water was purchased through an interlocal agreement (ILA) executed between the District and City in 1970. Since connection of Geneva to the Sudden Valley system, the intertie has not been used but remains available for emergency use via an ILA executed between the District and City in 2020.

In 2024, the District was awarded a FEMA Hazard Mitigation Grant to perform seismic upgrades to the Geneva Reservoir, a 500,000-gallon welded steel reservoir located adjacent to the District's maintenance facility. The Geneva Reservoir serves much of the Geneva community, which includes approximately 1,100 connections. The District is preparing to advertise for construction bids for the seismic upgrade project, which has been combined with a project to recoat the interior and exterior walls of the reservoir. Construction is anticipated to be completed between 2026 and 2028. To perform the project work, the reservoir must be taken off-line, which will require use of the Scenic Intertie to provide water service to Geneva customers throughout construction.

As allowed under the emergency use ILA, the District has negotiated a temporary use agreement with the City that enables the use of the Scenic Intertie (purchase of City water) throughout the duration of work on the Geneva Reservoir.

FISCAL IMPACT

The District shall be responsible for paying 150% of the City's base rate for a 4-inch diameter connection (currently \$925.83/month), plus 150% of the City's volumetric rate for water passing through the intertie.

APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)

Product Quality

Infrastructure Strategy and Performance

Community Sustainability

RECOMMENDED BOARD ACTION

Staff recommends that the Board authorize the General Manager and Board President to execute the temporary supply agreement with the City.

PROPOSED MOTION

Recommended motion is:

“I move to authorize the General Manager and Board President to execute the Scenic Intertie temporary supply agreement with the City of Bellingham as presented.”

TEMPORARY SUPPLY AGREEMENT
between
The CITY OF BELLINGHAM
and
The LAKE WHATCOM WATER AND SEWER DISTRICT

THIS TEMPORARY SUPPLY AGREEMENT ("Agreement") is entered into by and between the City of Bellingham, a Washington municipal corporation (the "**City**"), and the Lake Whatcom Water and Sewer District, a Washington municipal corporation and special purpose district (the "**District**"). Hereinafter, the City and the District may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District provides water service to customers within its service boundaries, which are located outside of the City's corporate limits; and

WHEREAS, the District shares boundaries with the City's corporate limits; and

WHEREAS, the City's water distribution infrastructure and Whatcom Falls Water Treatment Plant have excess capacity above that which is needed to serve customers located within the City's corporate limits; and

WHEREAS, Bellingham Municipal Code Chapter 15.36 authorizes the City to provide water service outside its corporate limits subject to certain conditions; and

WHEREAS, an Emergency Use Intertie Interlocal Agreement (City Contract No. C2000866) ("Interlocal Agreement") was executed by the Parties on September 28, 2020, designating the intertie between the City's water system and the District's South Shore water system located at the intersection of Lakeway Drive and Scenic Avenue as an intertie for emergency use ("Emergency Intertie"); and

WHEREAS, Paragraph 8.2 of the Interlocal Agreement provides for the Parties' execution of temporary supply agreements in instances where the District must temporarily decommission its Geneva Reservoir for replacement and/or repair; and

WHEREAS, the District's water utility capital improvement program includes constructing seismic retrofits and performing interior and exterior recoating of its Geneva Reservoir in 2026-2028 (the "Geneva Reservoir Improvements"); and

WHEREAS, the Geneva Reservoir Improvements project has been combined with construction of another reservoir in Sudden Valley; and

WHEREAS, the Geneva Reservoir Improvements project is anticipated to take the reservoir out of service for a period of approximately 12 to 34 months, with timing to be determined by the awarded contractor's overall project schedule; and

WHEREAS, on July 24, 2025, the District submitted a letter request to the City to initiate negotiations of a temporary supply agreement; and

WHEREAS, this Agreement does not alter or amend any previous agreements related to providing water services to the District for service to District customers located on the north shore of Lake Whatcom, including the Eagleridge neighborhood.

NOW, THEREFORE, in consideration of the mutual benefits and consideration to be obtained by each Party, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. PURPOSE.

1.1 The purpose of this Agreement is to establish the terms and conditions upon which the Parties will establish, maintain and use a temporary water supply from the City's water system to the District's South Shore water system while the District completes necessary improvements to its Geneva Reservoir.

1.2 Nothing in this Agreement is intended to modify or amend any existing provisions of the Interlocal Agreement.

2. TERM OF AGREEMENT.

2.1 Pursuant to Paragraph 8.2 of the Interlocal Agreement, this Agreement shall remain in effect for a minimum term of one (1) year.

2.2 The term of this Agreement shall commence upon its execution by the Parties and shall remain in effect through December 31, 2028, unless terminated earlier in accordance with Section 3 of the Agreement. The Parties may extend the term of this Agreement by mutual written consent.

3. TERMINATION.

3.1 Subject to the minimum term requirement in Section 2.1 above, this Agreement may be terminated by either Party upon the giving of ninety (90) days written notice to the other Party. Notwithstanding the foregoing, the City reserves the right to reduce or cease the supply of water in the event of an emergency with little or no notice when the City determines, in its sole discretion, that such action is required to protect public health and/or water system facilities.

3.2 Upon termination, any remaining financial obligations shall be paid in full within thirty (30) days according to the provisions of this Agreement.

4. PROJECT TIMELINE.

4.1. The Geneva Reservoir Improvements project has been combined with the construction project of another reservoir in Sudden Valley. The District anticipates advertising this combined project for bid in early 2026. The sequencing and timing of the Geneva Reservoir Improvements shall be determined by the awarded contractor as part of the overall project schedule. Interim water service from the City is anticipated to commence on or about April 1, 2026, and continue through May 2027, subject to actual project progress. The total duration of service may extend up to thirty-four (34) months as necessary to complete the Geneva Reservoir Improvements.

5. RATES AND PAYMENT TERMS.

5.1 The District shall pay for water passing through the meter at the Emergency Intertie at 150 percent of the use rate established by the City for service inside the City's corporate limits (inclusive of the volume rate applicable to single-family uses and the fixed rate applicable to the 4-inch meter size). Payment shall be made to the City of Bellingham, 210 Lottie Street, Bellingham, WA 98225, or at a different place as designated by the City in writing.

5.2 Missed or late payments shall accrue interest at the rate of twelve percent (12%) per annum.

6. PROVISION OF WATER SERVICES.

6.1 The City agrees to furnish the District with the temporary supply of potable water pursuant to this Agreement to the best of its ability within the limits of its present water treatment and distribution facilities, but not so as to impair service to the water consumers within the City, or existing consumers outside the City. The City's provision of water pursuant to this Agreement is at all times subject to the City's determination, made in its sole discretion, that sufficient water is available for such purpose.

6.2 The intent of this Agreement is to provide temporary water service; no reserved capacity will be allocated to this purpose.

7. COMPLIANCE WITH REGULATIONS. The Parties shall comply with all relevant state and local laws, regulations and approvals pertaining to the conversion and operation of the Intertie, including, but not limited to RCW 90.03, WAC Sections 246-290-131 and 246-290-132, and the Washington State Department of Health's letter, dated August 27, 2019, approving the conversion of the District-owned booster station located at the intersection of Lakeway Drive and Scenic Avenue into the Emergency Intertie contemplated in the Interlocal Agreement. The District is responsible for all costs of compliance.

8. INDEMNIFICATION. The District agrees to release, save, indemnify, defend and hold the City harmless from any liability or damages arising out of its use of the emergency intertie pursuant to this Agreement. The City shall not be liable to the District for any reduction, disruption, or cessation of water supply during the term of this Agreement. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.

9. ASSIGNMENT. Neither Party shall assign or delegate any or all interests in this Agreement without first obtaining the prior written consent of the other Party.

10. SUCCESSORS OR ASSIGNS. All of the terms, conditions, covenants and agreements of this Agreement shall extend to and be binding upon each Party and their successors and permitted assigns.

11. RESPONSIBLE PERSONS - ADMINISTRATION. The persons responsible for the administration of this Agreement shall be the City of Bellingham Public Works Director and the Lake Whatcom Water and Sewer District General Manager or their designees.

12. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the Party at the address set forth herein below:

City: City of Bellingham
210 Lottie Street
Bellingham, WA 98225

Attn: Public Works Director
With copy to: Mayor
With copy to: City Attorney

District: Lake Whatcom Water and Sewer District
1220 Lakeway Drive
Bellingham, WA 98229

Attn: General Manager
With copy to: District Legal Counsel

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a Party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

13. APPLICABLE LAW AND VENUE. This Agreement shall be governed by, and construed in accordance with the laws of the State of Washington without recourse to any principle of conflicts of laws. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

14. MODIFICATION. This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all other prior written or oral understandings with regard to the City's provision of water services to the District.

16. SEVERABILITY. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Washington, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

17. HEADINGS. The headings in this Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.

18. RECORDING. The District shall record this Agreement with the Whatcom County Auditor.

EXECUTED this _____ day of _____, 2026 for the **CITY OF BELLINGHAM**.

Mayor

Director of Public Works

ATTEST:

APPROVED AS TO FORM:

Finance Director

Office of the City Attorney

EXECUTED this _____ day of _____, 2026 for **LAKE WHATCOM WATER AND SEWER DISTRICT**.

District Board President

District General Manager

ATTEST:

APPROVED AS TO FORM:

Finance Manager

District Legal Counsel

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me KIM LUND, to me known to be the MAYOR of CITY OF BELLINGHAM, a first class city of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said county for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2026.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me TODD CITRON, to me known to be the DISTRICT BOARD PRESIDENT of LAKE WHATCOM WATER AND SEWER DISTRICT, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.


GIVEN under my hand and official seal this _____ day of _____, 2026.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____



**AGENDA
BILL
Item 6.B**

**District Personnel Policies
Manual Update**

DATE SUBMITTED:	January 29, 2026	MEETING DATE:	February 11, 2026
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Personnel Policies Manual, redline revision		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL/ OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

In tandem with the current collective bargaining agreement with the local chapter of the American Federation of State, County and Municipal Employees (AFSCME) that governs employment practices specific to union-represented employees, the District's personnel policies manual defines the District's philosophy, and employment practices, policies, and benefits provided to all District staff. As state and case law evolves and new issues arise, the manual has been revised from time-to-time to keep abreast of current practices and laws. The last revision of the manual was completed in April 2025. Since adoption of the revised manual last spring, District legal counsel has recommended revision of Section 9.10, Substance Abuse. The proposed revisions are provided in redline/strikeout mode for ease of identification.

FISCAL IMPACT

No fiscal impact is anticipated.

APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)

Employee & Leadership Development

RECOMMENDED BOARD ACTION

Staff recommends that the Board approve the revised personnel policies manual.

PROPOSED MOTION

A recommended motion is:

"I move to approve the personnel policies manual with revisions incorporated, as presented."

PERSONNEL POLICIES MANUAL

LAKE WHATCOM WATER & SEWER DISTRICT



Last Updated ~~July 9, 2025~~ February 11, 2026

Mission

*To provide the best possible water and sewer services in a safe and cost-efficient manner,
and in a way that contributes to protecting Lake Whatcom water quality.*

LAKE WHATCOM WATER & SEWER DISTRICT
1220 LAKEWAY DRIVE
BELLINGHAM, WASHINGTON 98229



Welcome to Lake Whatcom Water and Sewer District

Dear District Employee:

We're very happy to welcome you to the Lake Whatcom Water and Sewer District. Thank you for joining us! We want you to feel that your association with the District will be a mutually beneficial and pleasant one.

This manual provides answers to most of the questions you may have about the District's benefit programs, as well as the employee policies and procedures we abide by—our responsibilities to you and your responsibilities to the District. If anything is unclear, please discuss the matter with your supervisor. You are responsible for reading and understanding this manual and your performance evaluations will reflect your adherence to District policies. In addition to clarifying responsibilities, we hope this manual also gives you an indication of our interest in the welfare of all who work here.

From time to time, the information included in our personnel policies manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on employee bulletin boards and/or staff meetings.

We extend to you our personal best wishes for your success and happiness throughout your tenure at the District.

Sincerely,

President, Board of Commissioners

Secretary, Board of Commissioners

Commissioner

Commissioner

Commissioner

Justin Clary, General Manager

RECEIPT AND ACKNOWLEDGMENT

Please read the following statements, sign, date, and return this form to the Administrative Assistant. This form will be placed in your personnel file as evidence of receipt and acknowledgement of the District's Personnel Policies Manual.

This personnel policies manual is an important document intended to help you become acquainted with your benefits, our personnel practices and rules, and some of the organizational philosophy of the Lake Whatcom Water and Sewer District (District). This manual will serve as a guide—individual circumstances may call for individual attention.

The contents of this manual may be changed at any time at the direction of the Board of Commissioners. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee of the District. The policies in this manual, as dated, replace all previous such policies.

I understand and acknowledge that it is my responsibility to read these policies.

I understand and acknowledge that these policies do not create an employment contract or a guarantee of employment of any specific duration between the District and its employees. These policies are general guidelines and do not constitute promises of specific treatment. The District recognizes that at times things do not always work out as hoped, and either the District or I myself may decide to terminate the employment relationship.

I understand and acknowledge that no supervisor or representative of the District other than the General Manager has the authority to make any written or verbal statements or representations, which are inconsistent with these policies.

Furthermore, I understand that in the event of any conflict between language found in the District's Personnel Policies Manual and the current contract with the members of AFSCME Council 2 Local 114WD (Union Contract), the language in the Union Contract shall prevail for those employees represented by AFSCME Council 2 Local 114WD.

I have received and read a copy of the Lake Whatcom Water & Sewer District Personnel Policies Manual. I acknowledge that, except for the policies of at-will employment, the District reserves the right to revise, delete, and add to the provisions of this employee manual. All such revisions, deletions, or additions must be in writing and must be signed by the General Manager of the District. No oral statements or representations can change the provisions of this manual.

I understand that my employment is terminable "at will," unless specific rights are granted to me in employment contracts or elsewhere, either by myself or by the District, regardless of the length of my employment or the granting of benefits of any kind.

I understand and acknowledge that, during the course of my employment, confidential information may be made available to me in the form of customer files, legal casework, or other

related information; I understand that this information cannot be disseminated or made public unless authorized by the General Manager. In the event of my termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or disclose any information obtained during my employment with the District.

I have read and fully understand the policy on harassment and bullying behavior and acknowledge that this behavior is prohibited.

I understand that, should the content of this manual be changed in any way, the District may require an additional signature indicating that I am aware of and understand any new policies.

I hereby consent to deduction from my final paycheck of any amounts advanced to me that remain unearned when my employment with the District ends, including any unearned vacation leave.

I further understand that this agreement supersedes all prior agreements, understanding, and representations concerning my employment with the District (with the exception of language found in the current Union Contract).

If you have any questions about these policies or any other policies of the District, please ask your supervisor or the General Manager.

I understand that my signature below indicates that I have read and understand the above statements and acknowledge receipt of the Lake Whatcom Water and Sewer District Personnel Policies Manual, and that I agree to abide by the procedures and policies in the Manual.

Employee Name (printed)

Position

Employee Signature

Date

General Manager Signature

Date

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1 INTRODUCTION

1.1 Intent of Policies

This Personnel Policies Manual (manual) has been prepared to inform you about the Lake Whatcom Water and Sewer District's (District) philosophy, employment practices and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

No policy manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is through our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We depend on you. Your success is the District's success. Please do not hesitate to ask questions. Your supervisor will gladly answer them. We believe you will enjoy your work and your fellow co-workers here. We also believe you will find the District a good place to work. We ask that you read this manual carefully and refer to it whenever questions arise.

District policies, benefits and rules as explained in this manual may be changed from time to time as employment legislation, union contract, and economic conditions dictate. If and when provisions are changed, you will be given replacement pages for those that have become outdated. The current revision of the manual is available on the District's server at:

X:\Administration\Governing Documents\Personnel Policies Manual

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, as a guarantee of employment for any specific duration. We recognize that things may not always work out as hoped, and either of us may decide to terminate the employment relationship. Please understand that no supervisor, manager or representative of the District other than the General Manager has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing.

1.2 Scope of Policies

These personnel policies apply to all District employees, except the General Manager, who serves at the pleasure of the Board of Commissioners (Board). In cases where these policies conflict with any District resolution, state or federal law, collective bargaining agreement, or personal services contract, the terms of that law or contract or agreement prevail. In all other cases, these policies apply.

1.3 Changing the Policies

As the need arises, the Board may modify these policies. The General Manager may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission

of serving the citizens of the District. In doing so, the General Manager shall first balance the benefits and burdens to the District and the affected employee or employees. Employees may request specific changes to these policies by submitting suggestions through their supervisor or the Administrative Assistant.

1.4 Administration of Personnel System

These policies and the District's personnel system shall be administered as follows:

Board of Commissioners (Board): Adopts the budget which includes adjustments to salaries, benefit changes, authorization for positions and training appropriations. The Board shall have the responsibility to adopt this manual and any changes made to these policies. The Board shall have the continuing responsibility to review the actions of the General Manager and their administration of the personnel policies. The Board has the responsibility to ensure the continued financial viability of the District.

General Manager: Shall be responsible for the day-to-day operations of the District and the implementation of these rules and policies as set by the Board and employment administration. The General Manager is responsible for the final decision on hiring, termination and discipline of all employees subject to appeal to the Board.

Department Managers: Shall be responsible for administering their own departments in accordance with these policies and any applicable laws. Managers are responsible for preparing annual performance evaluations and for implementing any necessary disciplinary measures consistent with Section 10.2.

Administrative Assistant: Helps to administer the personnel system on behalf of the General Manager as delegated. The Administrative Assistant will be responsible for making any approved changes to the District's Personnel Policies Manual.

1.5 Definitions

Dangerous Weapon: A dangerous weapon is any object, instrument or chemical designed to be capable of inflicting harm or injury to another person, or which is used or may be used in a manner to harm or injure or to threaten harm or injury to another person. The following non-exclusive list of items shall be considered dangerous weapons: guns, pistols, revolvers, rifles, shotguns, or firearms of any type, air guns, air pistols, air rifles, stun guns and any devices used or intended to be used to injure a person by electric shock, charge or impulse, dirks, daggers, spring blade knives, any knives with a blade of three inches or longer, tear gas, blackjacks, sling shots, billy clubs, sand clubs, metal knuckles, metal pipes or bars used or intended to be used as clubs, explosives, weapons containing poisonous or injurious gas, devices commonly known as "nun-chu-ka sticks", and devices commonly known as "throwing stars". Any object which fits the above definition or is included on the above list shall be considered a dangerous weapon whether it is licensed or unlicensed, concealed or unconcealed.

Pepper spray and mace are not considered dangerous weapons if these items are carried and used for personal protection. A pocketknife with a blade less than three inches in length that is not a spring

blade knife is not considered a dangerous weapon. Use of pepper spray, mace, or a non-spring blade pocketknife less than three inches in blade length, in a violent and aggressive manner, other than for purposes of self-defense, will be considered a violation of these policies.

District Benefits: Benefits provided above and beyond benefits required under state and federal law, such as state paid sick leave, state paid family medical leave, state workers compensation, and federal social security. District benefits may include retirement, vacation, additional sick leave, additional family medical leave, health insurance, holidays, or any other benefits.

Family Member: The employee's: child or parent (including biological, adopted, foster, step or legal guardian, and parent of spouse or registered domestic partner), spouse, registered domestic partner, grandparent, grandchild, or sibling; or other relative who lives in the employee's home; or any individual who regularly resides in the employee's home where the relationship creates an expectation that the employee cares for the person, and that individual depends on the employee for care.

Manager: An employee who is responsible for directing one or more departments on a regular or part-time basis.

Normal District Business Days: Monday through Friday, 8:00 a.m. to 5:00 p.m.

Probationary Employee: An employee who has not yet completed their probationary period in a regular position and who has not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include probationary employees.

Regular Full-time Employee: An employee who has successfully completed a probationary period as defined in these policies and who regularly works an equivalent of a minimum of forty (40) hours a week.

Regular Part-time Employee: An employee who has successfully completed a probationary period as defined in these policies and who regularly works an equivalent of less than forty (40) hours a week but at least twenty (20) hours a week.

Temporary Employee: Employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies.

Volunteers: A volunteer is someone who is providing free service or labor to the District such as a student who is seeking experience over a limited period of time. Volunteers are not used to supplement or replace regular employees and are not eligible for District benefits or other benefits such as sick leave.

Workplace Violence: The "workplace" shall include all District property, offices, and facilities, jobsites or potential jobsites, and any other place an employee performs work for the District. Workplace violence may be verbal or physical, occurring at the workplace, or in transit to the workplace during working hours. Verbal workplace violence means verbal statements or utterances reasonably perceived as a physical threat to one's person or property or to the person or property of

another. Physical workplace violence means physical action or conduct directed toward another person or another person's property which is intended to harm, damage, threaten, harass, or intimidate and may or may not include actual physical contact. Workplace violence may include without limitation the following behavior:

- Physical assault or any aggressive conduct that may result in injury;
- Engaging in physical altercation or fight;
- Destruction of property;
- Language or behavior reasonably perceived as threatening to person or property;
- Language or gestures that are violent;
- Use, threatened use, or possession of a dangerous weapon in violation of District policies; or
- Harassment that creates a reasonable concern for personal safety.

2 GENERAL POLICIES AND PROCEDURES

2.1 Equal Employment Opportunity Policy

The District is an equal employment opportunity employer. The District employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications, competence and performance. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religious persuasion, national origin, ancestry, physical or mental disability, pregnancy, age, marital status, sexual orientation, disability, or any other characteristic protected by applicable federal, state or local law.

2.2 Anti-Discrimination Policy

Prohibition of Unlawful Discrimination: In accordance with applicable law, the District prohibits discrimination because of sex, race, color, religious persuasion, national origin, ancestry, physical or mental disability, pregnancy, age, marital status, sexual orientation, or any other characteristic protected by federal, state or local law. All such discrimination is unlawful and all persons involved in the operations of the District are prohibited from engaging in this type of conduct. The District is committed to taking all reasonable steps to prevent discrimination from occurring.

Discrimination Defined: Federal law defines discrimination as being treated differently because of an employee's membership in a protected category, as listed above.

The District's Reporting Procedure: The District's reporting procedure provides for an immediate, thorough, and objective investigation of any discrimination claim, appropriate disciplinary action

against one found to have engaged in prohibited discrimination, and appropriate remedies to any employee subject to discrimination. An employee may have a claim of discrimination even if they have not lost a job or some economic benefit.

If any employee believes they have been discriminated against, or is aware of discrimination against others, the employee should provide a written or verbal report to their supervisor, any other manager, or to the General Manager, as soon as possible. If the employee believes the discrimination involves the General Manager, the employee may report directly to the District's legal counsel. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.). All incidents of discrimination that are reported will be investigated. The District will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

If the District determines that discrimination has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future discrimination. If a complaint of discrimination is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

Protection Against Retaliation: Applicable law also prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the District or a federal or state enforcement agency. Employees should report any retaliation to a supervisor, any manager or to the General Manager. Any complaint will be immediately, objectively and thoroughly investigated in accordance with the investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

2.3 Disability Discrimination Prohibited

The District will not discriminate against applicants or employees with a sensory, physical or mental disability, unless the disability cannot be reasonably accommodated and prevents proper performance of an essential element of the job. An employee who reasonably believes that they need assistance with a disability shall notify the General Manager in writing specifying the relief requested.

2.4 Accommodation Policy

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship or a direct threat would result there from.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job they hold or desires should contact the General Manager and request such accommodation. The accommodation request can be written or oral and can be made by the employee or by someone else on the employee's behalf. The accommodation request should specify the accommodation the employee needs to perform the job. If the requested accommodation is

reasonable and will not impose an undue hardship or a direct threat, the District will make the accommodation in accordance with applicable law. The District may propose an alternative to the requested accommodation or may substitute one reasonable accommodation for another and retains the ultimate discretion to choose between reasonable accommodations.

Employees are expected to fully cooperate in the accommodation process. The duty to cooperate includes making every effort to provide management with current medical information. Employees who do not meaningfully cooperate in the accommodation process will waive the right to accommodation.

2.5 Religion in the Workplace Policy

The District is committed to complying with all laws that prohibit discrimination, including harassment or retaliation, on the basis of religion. This means that the District will make employment-related decisions regarding its employees without regard to their religious practices or beliefs. The District will provide reasonable accommodation for employees' religious expressions, observances and requirements when employees bring such matters to the District's attention and a reasonable accommodation can be identified unless the accommodation amounts to an undue hardship. The District also maintains a policy whereby employees can complain about alleged religious discrimination, harassment or retaliation. Employees can rest assured that every such complaint will be promptly and thoroughly investigated in accordance with District policy and procedures.

Just as employees have a right to expect the District to keep the workplace free of discrimination, the District expects its employees to be tolerant of each other's right to appropriately – and within the law – express or display their religious status or beliefs in conformance with their religious practices. However, the District also expects employees not to subject co-workers to unwelcome expressions of religious views, proselytizing, while in the workplace. Co-workers could justifiably believe that they should not be subjected to such behavior on the job – but many could also feel that expressing any negative reaction could cause conflict, resentment or retaliation. It is a violation of District policy to force any employee to participate unwillingly in religious activity out of fear of creating workplace disharmony or offending a co-worker.

On the other hand, it would be acceptable for employees to express verbally their religious beliefs or wear or possess items in the workplace that express religious status or beliefs if these expressions do not otherwise offend the District's anti-harassment policy, disrupt the work environment, or create a health or safety hazard. The District expects that its employees will exercise good judgment and sensitivity to co-workers in making common sense distinctions between the appropriate expression of religious status or belief and conduct or displays that are truly offensive, disruptive, unsafe or otherwise inappropriate.

Employees should feel free to express their concerns about behavior or displays which they believe are truly offensive, threatening, or intimidating on the basis of their religious beliefs, to the point where the tranquility of the workplace environment is compromised. These would include, for example, language or symbols that clearly state, imply, or condone opposition, prejudice, hatred, or violence against any religious group.

The objective of the District is to foster mutual respect and tolerance without interfering with our employees' ability to do their jobs in a peaceful and positive work environment. Any questions or concerns about this policy or perceived violations of this policy should be brought to the attention of the General Manager.

2.6 Life Threatening/Communicable Diseases

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

2.7 Anti-Harassment Policy

Legally Prohibited: In accordance with applicable law, the District prohibits sexual harassment and harassment because of sex, race, color, religious persuasion, national origin, ancestry, physical or mental disability, pregnancy, age, marital status, sexual orientation, or any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated. The District is committed to taking all reasonable steps to preventing harassment from occurring.

It is District policy to foster and maintain a work environment that is free from discrimination, intimidation, hostility or other offenses that might interfere with work performance. Toward this end, harassment of any kind, verbal, physical or visual, toward co-workers or members of the public will not be tolerated. Employees are expected to show respect for each other and the public at all times, despite individual differences.

Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, sexual orientation, age, or disability.

Each member of the staff and management of the District is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise, and further, are responsible for respecting the rights of their co-workers and others, including the citizens they serve.

If you have a harassment complaint, see Section 2.9 for reporting procedure.

Workplace Harassment and Bullying Policy: Workplace Harassment and Bullying is conduct of an employee in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Unacceptable conduct may include, but is not limited to, repeated infliction of verbal abuse; nonverbal or physical behavior that threatens intimidates or humiliates or conduct which undermines a person's work performance. Conduct prohibited by this section also includes, but is not limited to hostile, inappropriate and unwanted conduct that affects an

employee's dignity, economic livelihood, and health – psychological or physical. Unacceptable conduct also includes one employee aiding, abetting, counseling, soliciting, or coercing another employee into behavior prohibited by this policy.

A single act normally will not constitute a violation of this section unless especially severe and egregious.

Harassment and Bullying Behavior Prohibited: Harassment and Bullying behaviors prohibited in this section are intended to protect all customers, members of the general public, employees, contractors and Commissioners.

The following specific examples of Workplace Harassment and Bullying are provided for your guidance. This conduct, if engaged in, would be detrimental to the District's objectives and could lead to disciplinary action, up to and including discharge. It should be understood that the examples are meant to be illustrative, not comprehensive.

1. **Written or Verbal Abuse:** Words or phrases expressed through spoken, written or electronic communication. Examples include:
 - Sexual innuendoes, teasing and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs;
 - Slurs, jokes, or any derogatory remarks about a person's race, color, sex, national origin, religion, age, disability, sexual orientation, language, or accent, disparaging or disrespectful comments even if unrelated to a person's race, color, sex, national origin, religion, age, disability or sexual orientation;
 - Loud, angry outbursts or obscenities;
 - Name calling;
 - Public or private humiliation;
 - Yelling and screaming;
 - Ridicule;
 - Profanity;
 - Belittling;
 - Condescension;
 - Stereotyping;
 - Insults;
 - Devaluing;
 - Taunting;
 - Character assassination;

- Making rude, degrading or offensive remarks; and
 - Threatening or intimidating another person by stating or implying that bad events are going to happen to them, regardless of whether specifics are described.
2. **Nonverbal and Physically Abusive Behaviors:** All aspects of communication and body language except the actual words themselves. Examples include:
- Display of explicit or offensive calendars, posters, pictures, drawings or cartoons which reflect disparagingly upon a class of persons or a particular person;
 - Invading personal space;
 - Aggressive or intimidating finger pointing;
 - Hostile glaring or staring;
 - Making gestures that seek to intimidate;
 - In the case of physical contact, refer to Workplace Violence or Sexual Harassment policies;
 - Creating a hostile work environment through an angry demeanor; and
 - Throwing instruments or equipment.
3. **Undermining an Individual's Ability to Work:** Any behavior or action that disrupts, prevents, alters, undermines or interferes with an individual's ability to perform their duties. Examples include:
- Hazing (torment based on group membership);
 - Engaging in reprisals for the reporting of alleged violations;
 - Withholding requisite information or resources;
 - Intentional alteration of equipment or supplies;
 - Misrepresentation, including rumors or gossip about an individual's performance or capability;
 - Creating a hostile work environment through an angry demeanor;
 - Unwarranted criticism that adversely impacts;
 - Isolating, excluding or shunning from the team;
 - Oppression or abuse of perceived or actual power;
 - Throwing instruments or equipment;
 - Coercing staff to violate standards of practice;
 - Sabotage of reputation, performance or job status;
 - Any fear-instilling conduct that causes distress;

- Taking credit for work not personally accomplished;
- Constantly interrupting others;
- Prohibiting individuals from speaking to other individuals;
- Assigning hazardous work without protection; and
- Detrimental changes to duties and responsibilities.

All such harassment will not be tolerated. The District is committed to taking all reasonable steps to preventing harassment and bullying from occurring.

Resolution Process: For the purposes of resolving Section 2.7 concerns, employees are encouraged to bring their complaints to the General Manager. Complaints may be handled on an informal level. This process provides an opportunity to seek information and to discuss with an employee or employees the personal or organizational consequences stemming from unacceptable conduct defined in this section. No formal investigation will be engaged in at this level and the General Manager is not required to initiate the District Reporting Procedure and an investigation.

Should an aggrieved employee wish to file a formal complaint, it is their responsibility to initiate the complaint in writing to the General Manager stating the incident, witnesses, and any other applicable information the aggrieved employee feels is pertinent to the complaint.

If the complaint involves potential acts of discrimination prohibited by law and by other sections of Chapter 2 of this manual, the General Manager reserves the right to implement the procedures outlined in Section 2.9.

Nothing in this section shall prohibit the General Manager from initiating a formal process of investigation should they believe that harassment or bullying is taking place in the workplace.

Timeliness of Formal Complaints: Individuals who wish to file a formal complaint must do so within six (6) months from the date of the most recent alleged violation of Section 2.7. The investigation will begin within ten (10) normal business days of receipt of a formal complaint by the General Manager, if not absent from the workplace. Barring extraordinary circumstances, the General Manager will strive to complete the investigation, determine remedies and communicate the results within ten (10) days of the start of the investigation.

Corrective Action: Remedies may be determined partly by weighing the severity and frequency of the violations. Greater weight may be assigned when there is a documented pattern of misconduct. The goal of any chosen remedy is to reverse the negative impact on the complainant; affected co-workers and to restore workplace productivity. Remedies may include, but not be limited to:

- Apology by the offender;
- Skills training to overcome identified deficiencies;
- Mandatory intervention: personal assessment, evaluation by employees, remedial training/coaching and a performance improvement plan;

- Mandatory mental health counseling for the offender; or
- Demotion or termination of the offender consistent with Chapter 10 in this manual.

Preserving Process Integrity: The purpose of this section is to correct and prevent threats to workplace health and productivity. Individuals are discouraged from filing frivolous complaints.

In the event that three (3) consecutive complaints filed by an individual against the same person in a 12-month period fail to result in at least one confirmed Section 2.7 policy violation, the complainant will be counseled against abusing, and therefore, undermining the spirit of the policy. Complainant may be subject to corrective action.

Management Rights: The District's right to assign tasks, reprimand, or impose disciplinary sanctions should not be confused with workplace harassment and bullying. In particular the District's right to assign tasks and its right to reprimand or impose disciplinary sanctions is not considered harassment or bullying under this section.

2.8 Sexual Harassment Prohibited

Sexual harassment will not be tolerated at the District. Prompt disciplinary action will be taken against any employee who commits or participates in any form of sexual harassment.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, other verbal or physical contact of a sexual nature when such conduct creates an intimidating environment, prevents an individual from effectively performing the duties of their position, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. The following is a partial list:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual favors;
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct: making or using derogatory comments, epithets, slurs, and sexually explicit jokes and/or comments about an employee's body or dress;
- Verbal sexual advances or propositions;

- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations; and
- Physical conduct: touching, impeding or blocking movements.

All forms of sexual harassment are covered regardless of the sex, gender identity or expression, or sexual orientation of the offender or recipient. Sexual harassment on the job is unlawful whether it involves harassment by coworkers, by a supervisor or manager, or by persons doing business with or for the District.

If you have a sexual harassment complaint, please follow the steps in Section 2.9, Harassment Reporting Procedure.

2.9 Harassment Reporting Procedure

Procedure: The District's reporting procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any employee subject to harassment. An employee may have a claim of harassment even if they have not lost a job or some economic benefit.

If any employee believes they have been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report to their supervisor, to any manager or to the General Manager as soon as possible. If the employee believes the harassment involves the General Manager, the employee may raise the issue directly with the District's legal counsel. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.). All incidents of harassment that are reported will be promptly investigated. The District will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

If the District determines that harassment has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

Protection Against Retaliation: Applicable law also prohibits retaliation against any employee by another employee or by the District for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the District or a federal or state enforcement agency. Employees should report any retaliation to a supervisor, any manager or to the General Manager. Any complaint will be immediately, objectively and thoroughly investigated in accordance with the investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

Liability for Harassment: Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including discharge

from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

2.10 Workplace Violence Prevention Policy

The District shall not tolerate workplace violence by or against its employees, its customers or clients, or visitors to its workplaces. Employees who violate this policy shall be subject to prompt and appropriate disciplinary action, up to and including termination, and may be subject to additional penalties under applicable local and state laws. In addition, any employee who commits or threatens to commit acts of workplace violence may be required to undergo a fit for duty medical examination to determine if the employee is fit to work or presents a safety risk to themselves or to others.

The possession or use of dangerous weapons by employees, customers, clients, or visitors on District property, conducting District business, or while in a District vehicle, is prohibited.

1. Employees who carry dangerous weapons in their personal vehicles are prohibited from bringing or leaving those vehicles on District property or using those vehicles in the conduct of official District business.
2. Employees may carry mace or pepper spray onto District property solely for their personal protection, except where specifically prohibited, as long as those devices are concealed from sight and stored in a secured compartment.
 - Utility Systems Support Specialists, or other employees assigned duties associated with water meter reading and/or maintenance, are allowed to carry mace or pepper spray during the performance of District business for use solely in the protection of themselves, other District employees, or the public.

Employees should promptly report workplace violence whether or not any physical injury has occurred. Such reports shall be taken seriously, dealt with appropriately, and, except as required by law, treated as confidential to the extent that it does not hinder the investigation or resolution of the report.

The District prohibits and shall not tolerate retaliation against an employee who in good faith files a complaint of workplace violence. Employees should report any retaliation to a supervisor, any manager, or to the General Manager, as soon as possible. If the retaliation involves the General Manager, the employee may raise the issue directly with the District's attorney.

2.11 Employee Personnel Records

General: Access to an employee's personnel file is limited to the General Manager and the employee. With the authorization of the General Manager, supervisory staff may have limited access to specific information such as prior performance evaluations of employees within their department. The Board may also request pertinent information from an employee's personnel file to inform a personnel decision. The personnel file contains such items as the employee's job application, job description, benefit enrollments, emergency numbers and contacts, salary information, performance evaluations,

disciplinary actions, and letters of commendation. Medical information about employees will be kept in a separate and confidential file.

Keeping your personnel file up-to date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the Administrative Assistant or the Accounts Payable/Payroll & Benefits Administrator as soon as possible:

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Driving record or status of driver's license, if you operate any District vehicles
- Military or draft status
- Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under the District's benefit package could be negatively affected if the information in your personnel file is incorrect.

Since the District refers to your personnel file when decisions are made in connection with promotions, transfers, layoffs, and recalls, it is to your benefit to be sure your personnel file includes information about completion of educational, certification or training courses, outside activities, and areas of interest and skills that may not be part of your current position with the District.

Employees are encouraged to provide relevant medical information for the separate Emergency Medical File that is accessible to the staff in case of an emergency. This file can contain information such as known allergies, prescription medications, contact persons etc. that may be of help if you are ever injured on the job or otherwise involved in an emergency situation.

Personnel files are confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be made available to the public.

Employee's Right to Inspect File: Each employee shall have the right to inspect their personnel file at least annually, if they make the request to do so. Medical information about employees is contained in a separate confidential file. Maintenance of all official personnel records shall be limited to the General Manager.

An employee may make a written request to remove irrelevant or erroneous information in their personnel file. If the District denies the employee's request to remove the information, the employee may submit a written statement of explanation to be placed in their file. If you wish to see your

personnel file, please make your request to the General Manager. You have the right to a copy of any information in your file.

Any performance evaluation or disciplinary notice or commendation that is inserted into the employee's personnel file shall be brought to the attention of the employee within ten (10) Normal District Business Days. If requested, the employee should acknowledge receipt of any document that is placed in the personnel file by signing and dating the document. In the event the employee refuses to sign the document, the Union President shall sign an acknowledgment that a copy was made available to the employee and that the employee refused to acknowledge receipt. The employee shall have an opportunity to insert into their District personnel file whatever documentation the employee believes necessary to challenge contentions made in the material.

Records of oral warnings and written reprimands shall be removed from the employee's personnel file after 24 months if no related violations have occurred. Any discipline relating to sexual harassment and/or unlawful discrimination because of sex, race, color, religion, national origin, ancestry, physical or mental disability, pregnancy, age, marital status, sexual orientation, or any other characteristic protected by federal, state or local law will stay in the employee's personnel file permanently.

Any complaint by any person or from any source which has the potential to be used in a disciplinary matter of an employee shall be reduced to writing within ten (10) Normal District Business Days of the event triggering the complaint and shown to the employee as soon as practicable. Any complaint not reduced to writing and shown to the employee will not be used in any disciplinary matter concerning that employee.

2.12 Employment References

Only the General Manager will provide employment references on current or former District employees. References will be limited to verification of employment and salary unless the employee has completed a written waiver and release.

3 EMPLOYMENT PRACTICES

3.1 Merit Employment

Consideration in the selection, placement and retention of employees shall be based solely on merit. Merit is defined as the match between the knowledge, abilities, skills, and interests of the individual and the work and/or position assigned and how well the employee performs those duties. Selection processes will be job related, and will attempt to measure a candidate's knowledge, abilities, skills, and interests as they relate to the duties of the position.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the District's application.

Any applicant supplying false or misleading information is subject to immediate termination if hired.

3.2 Appointing Authority

The General Manager is the appointing authority of the District with the power of appointment and removal of all employees. Department managers shall make recommendations to the General Manager regarding the appointment and removal of their employees.

3.3 Hiring Procedures

When a position becomes vacant and needs to be filled, the position will be posted and/or advertised upon authorization of the General Manager.

Job-related tests may be given to help determine an employee's aptitude or ability to perform a specific job. Such tests may be given to candidates for job changes and promotions, as well as to new applicants. Test results will be confidential. The District may also conduct certain background verifications, procedures as required by law. An example of such is requiring applicants/employees to show proof they are authorized to work in the United States.

Driving Record/License: Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years old and will be required to present a valid Washington State driver's license with any necessary endorsements. Applicants must provide an abstract of their driving record. Abstracts are available from the Department of Licensing. Applicants with poor driving records, as determined by the District, may be disqualified for employment with the District in positions that require driving.

Medical Examination: After an offer of employment has been made and prior to commencement of employment, the District may require persons selected for employment to successfully pass a medical examination which will be paid for by the District. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure their physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination, which may include testing for alcohol and controlled substances.

A candidate may be disqualified from consideration if: (1) found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the workplace); (2) the candidate refuses to submit to a medical examination or complete medical history forms.

Offers of Employment: After a candidate's selection or promotion has been approved by the General Manager, the hiring manager will notify the candidate in writing to officially extend an offer of employment or promotion, including compensation levels and conditions of employment. The candidate must be made aware that employment and compensation is always subject to budget availability and continued satisfactory performance. Only the General Manager or Board has the authority to offer employment.

3.4 Temporary Employees

The General Manager may use temporary employees if authorized in the budget to temporarily replace regular employees who are on vacation or other leave, to meet peak workload needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Compensation/Benefits: Temporary employees are eligible for overtime pay as required by law. Temporary employees are eligible for District benefits, as described in this manual including in Sections 6.4, 6.9, 7.1, and 7.2.

Temporary employees pay contributions to the social security system, as does the District on their behalf. Temporary employees will normally not be placed on the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria.

3.5 Probationary Period

Upon employment, all employees enter a probationary period that is considered an integral part of the selection and evaluation process. The probationary service period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate. If during this period, the employee's attitude, work habits, attendance, or performance prove unsatisfactory, the employee may be released at the General Manager's discretion. Probationary employee's separations from employment are not subject to the grievance process.

The probationary period is twelve (12) months from the employee's date of employment or reemployment. Satisfactory completion of the probationary period does not create an employment contract or guarantee employment with the District for a specified duration.

In lieu of immediate discharge of an employee for unsatisfactory performance, the District may extend an employee's probationary service period for a period not to exceed three (3) months.

Performance Reviews During Probationary Period: During the probationary period, the employee's performance will be formally evaluated in writing every three (3) months. These evaluations will either demonstrate that the employee has successfully completed the probationary period or will provide a written plan of improvement that includes what is needed for the employee to gain regular employment status.

Once the probationary period is successfully completed, the employee will be certified to regular employment status. Satisfactory completion of the probationary period does not create an employment contract or guarantee employment with the District for a specified duration. Supervisors shall complete a performance evaluation prior to the end of the probationary period (see also Chapter 10 of this manual).

Use of Sick Leave/Vacation: Probationary employees are granted vacation leave and sick leave as described in Chapter 7 of this manual.

3.6 Employment of Relatives (Nepotism)

It is District policy that a family member of current District employees, the Board, and District consultants will not be employed by the District.

Change in Circumstances: If two employees marry, become related, or begin sharing living quarters with one another, and in the District's judgment, the potential problems exist or reasonably could exist, only one of the employees will be permitted to stay with the District; unless reasonable accommodations, as determined by the General Manager can be made to eliminate the potential problem. The decision to which employee will remain with the District must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the District reserves the right to terminate either employee. Potential problems could be one of the following:

- One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
- One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- One party is responsible for auditing the work of the other; or
- Other circumstances exist that might lead to potential conflict among parties or conflict between the interest of one or both parties and the best interests of the District.

3.7 Promotions

The District's policy is to encourage promotion from within the organization whenever possible. All openings will be posted so employees may become aware of opportunities and apply for positions in which they are interested and qualified.

Before advertising a position to the general public, the General Manager may choose to circulate a promotional opportunity within the District.

The District reserves the right to seek qualified applicants outside of the organization at its discretion. Current employees applying for positions will be given preference when qualifications are equal to or exceed those of outside candidates.

All openings for the District will be posted on the District bulletin board. The District may administer examinations to test the qualifications and ability of employees prior to promotion. To be considered for promotion, an employee must be employed in their position for at least twelve (12) months and meet the qualifications for the vacant position, unless such requirements are waived by the General Manager in the best interests of the District.

New Probationary Period: After promotion to a new position, a new probationary period of six (6) months must be completed, unless specifically waived or reduced by the General Manager. Those who

fail the probationary period may re-assume any prior appointment held prior to the promotion unless that position has been filled.

4 HOURS AND ATTENDANCE

4.1 Working Hours

A normal working schedule for regular, full-time employees consists of a five (5) day, forty (40) hour work week during Normal District Business Hours. Alternate work schedules may be established by mutual agreement or assignment by the General Manager. Alternate work schedules include:

Nine (9) day – Eighty (80) hour or Four (4) day – Forty (40) hour

The Four (4) day – Forty (40) hour work schedule begins on the start of the second pay period in February and continues through the full pay period following the end of October.

Each employee's supervisor will advise employees of their specific working hours. Part-time and temporary employees will work hours as specified by their supervisor. Employees shall report to and remain at their assigned work location(s) during the entirety of their approved work schedule except during their meal and break periods.

4.2 Overtime/Compensatory Time

All District positions are designated as either "Non - Exempt" or "Exempt" according to the Fair Labor Standards Act (FLSA) regulations. See Appendix D for a listing of exempt and non-exempt positions.

Non-Exempt Employees: Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than forty (40) hours during a work week. The employee's supervisor must authorize in advance all overtime for non-exempt employees. The District shall apply the appropriate premium rate of pay per the premium rate table as found in the labor contract to the employee's current straight time pay rate for overtime.

Non-exempt employees entitled to overtime pay may request in writing compensatory time off instead of cash payment. The General Manager approves compensatory time off on a case-by-case basis. The District is not required to grant compensatory time instead of overtime or premium pay. If the compensatory time option is exercised, the employee is credited with the appropriate premium rate of pay for hours worked as overtime. Maximum accruals of compensatory time shall be limited to 80 hours. After maximum accrual, overtime or premium compensation shall be paid. At the end of each calendar year any compensatory time in excess of 40 hours shall be cashed out.

See the current AFSCME Union Contract for Premium Rate of Pay for Non-Exempt Employees.

Out Of Class Pay For Non-Exempt Employees: An employee who is temporarily assigned to do the work of an employee in a position where the corresponding maximum pay rate is greater than the maximum pay rate of the occupied positions and, in fact, performs the full scope of work of the temporarily assigned position on a full-time basis for a period of two (2) consecutive shifts or more, shall be paid for all hours actually worked at 5% over the rate of pay which the employee is normally paid, or at the entry level of the new pay range, whichever is greater. Any such temporary assignment must be authorized by the General Manager in writing.

Exempt Employees: Exempt employees are not covered by the FLSA overtime provisions and do not receive either overtime pay, or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job that may not necessarily be completed in a normal workweek. In recognition of the extra time demands of certain exempt positions, limited informal paid leave may be taken, as mutually agreed upon by the employee and the General Manager.

4.3 Absence or Lateness

Employees are expected to report for work on time and maintain good attendance. From time to time, it may be necessary for employees to be absent from work. The District is aware that emergencies, illness or pressing personal business that cannot be scheduled outside employee work hours may arise. If you are unable to report to work, or if you will arrive late, you should notify your supervisor before the workday begins or within thirty (30) minutes of your usual starting time. If an absence continues beyond one day, you should call in to your supervisor each day. If your supervisor is unavailable, leave a message with the main receptionist or voice mail.

For late arrivals, indicate when you expect to arrive for work. Notifying a fellow employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. They may determine the most suitable time for you to be absent from work. An employee who is absent without authorization or notification is subject to disciplinary action up to and including termination.

When work takes an employee away from the District offices or normal work areas please notify your supervisor or District office staff.

4.4 Excessive Absenteeism or Lateness

In general, five (5) unexcused absences in a ninety (90) day period, or a consistent pattern of absence will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to the District as an absence. Three (3) such incidents in a ninety (90) day period will be considered a tardiness pattern and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered. Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action.

4.5 Record of Absence or Lateness

Your supervisor will make a note of any absence or lateness and the reason in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and time off, as well as scheduling layoffs. For absences exceeding three (3) successive days, see Chapter 7, Section 7.2, Written Verification, of this manual.

4.6 Unusual Weather Conditions

During times of inclement weather or natural disaster, it is essential that the District continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

Unless the District announces an emergency closure applicable to an employee's position, an employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to vacation or compensatory time. The employee shall advise their supervisor by phone as in any other case of late arrival or absence.

4.7 Breaks and Meal Periods

Employees may take one (1) fifteen-minute break for every four hours worked. Breaks shall not interfere with District business or service to the public. Breaks may not be saved in order to extend the meal period or leave early from work.

The meal period is normally thirty (30) minutes in length, unless otherwise agreed to by the employee and the General Manager.

4.8 Call Back

All employees are subject to call back in emergencies or as needed by the District to provide necessary services to the public. Non-exempt employees who are called back outside their assigned work schedule or scheduled time off will be compensated for a minimum of two (2) hours at the appropriate premium rate of pay. A brief phone call taken outside of the assigned work schedule shall not create eligibility for call back pay. This paragraph does not apply to employees who are "on-call."

4.9 On-Call

Certain employees of the District are required to be on-call during weekends and District-observed holidays. On-call duties are rotated among District employees on a regular rotation. The primary on-call person may call for additional support if the situation cannot be handled by one person.

The on-call employee will be equipped with electronic devices and a District vehicle with which to respond to on-call emergencies. Employees who are on-call must remain within a 30-minute response time of the District's service area. Vehicle occupancy by non-District personnel, except for emergency personnel, shall be prohibited when vehicles are being used for call-out situations. When responding

to an alarm or emergency call-out, travel time to and from the employee's residence (or other place of origin) to District facilities is not working time.

Employees assigned to on-call duty are responsible for the assigned time period. Individuals may mutually agree to trade assignments but must advise their supervisor of any negotiated changes.

On-call employees receive mileage reimbursement for use of their personal vehicle for distance traveled between the location from which they depart to respond to a call and the District office. On-call employees are encouraged to use a District vehicle when available.

4.10 Standby Pay

Employees who are on-call will be paid three (3) hours of pay at their regular rate of pay for each day they are on call as "Standby Pay". Standby Pay is to compensate the employee for clearing their personal schedule and maintaining a state-of-mind unaltered by illicit drugs or alcohol, staying within the specified response time, committing to receive phone calls and SCADA alarms, remote monitoring SCADA, and travel to/from District facilities outside normal business hours. On-call employees will also be paid for any time worked outside of the normal on-call person work schedule (typically 5-day, 8-hour work week) while on-call, at the appropriate premium rate of pay. To be eligible to receive premium pay while on-call, employees may be required to submit a detailed daily time/activity log to their supervisor the next normal business day. The detailed daily time/activity log must be approved by the supervisor to be eligible for payment.

Non-Exempt Employees: See the current AFSCME Union Contract.

4.11 Telecommuting

Telecommuting is a voluntary alternative work arrangement in which scheduled work is performed at an alternate work location. Telecommuting is neither a benefit nor an entitlement and in no way changes the terms or conditions of employment. Telecommuting is only viable in cases where the employee and supervisor mutually agree that the job characteristics are well suited to an alternative work location. Telecommuting may be appropriate for some employees, but not necessarily for everyone. No employee may solely telecommute, and all telecommuting must be conducted from within Whatcom County. Telecommuting may be fixed and ongoing, such as working a set number of hours from an alternate location each week, or it may be limited in duration, such as working from home for a few days. In cases of a fixed and ongoing telecommuting arrangement, a telecommuting agreement between the employee and their supervisor must be mutually agreed to and approved by the General Manager prior to initiation of telecommuting. In cases of limited duration telecommuting, the employee's supervisor may approve the telecommuting arrangement after consideration of the merits of the employee's proposal for temporary telecommuting. The District reserves the right to modify or end a telecommuting arrangement, and there may be times when an employee under a telecommuting arrangement is required to work at a particular District work location more than planned upon the request of their supervisor.

5 COMPENSATION

5.1 Salary and Pay Plan

The District's pay plan for non-exempt represented employees is developed through the recognized labor negotiations process and is set forth in budgets as approved by the Board.

Exempt and non-represented employee salary schedules are approved through the budget process and the Board. The General Manager or their designee is responsible for preparing a salary schedule that establishes pay ranges for each job classification. This pay plan is in effect only with the approval of the Board and any subsequent changes in the pay plan must be approved by the Board.

Resources permitting, an annual cost of living adjustment (COLA) may be applied to salary ranges by the Board. Staff salary COLA compensation package calculations include wage and health insurance premium costs only.

It is the intent of the District to attract and retain quality employees. Within budget limitations, the District endeavors to pay salaries competitive with those of other employers in the applicable labor market. As the District wishes to plan for its labor related financial requirements through prudent salary and compensation administration practices, salary and compensation studies may be conducted on a regular basis of at least every four years. Following the results of any study conducted, if any employee's existing pay rate is found to be above the top step as established by the study, said employee's pay will be "frozen" until the pay range maximum increases and the employee's pay falls within the range.

5.2 General Salary Practices

The Maintenance Worker I position is the entry level position within the Maintenance Worker category, which contains two classifications. Employees in the Maintenance Worker I position are intended to be promoted to the journey level Maintenance Worker II position within two years based upon their performance, skills, and attainment of required certifications described within the District-approved job description.

Attached as Appendix F is a seven (7) step squared pay schedule pay program with a 4% spread between each step and twenty (20) pay grades with 5% between each grade. Once the employee reaches the top step the employee's wages are frozen at that level with only a yearly COLA being applied to the steps.

Union-represented employees may be eligible for longevity pay, as defined within the current AFSCME Union Contract.

Employee Pay Rates: Employees shall be paid within the limits of their assigned wage range according to the salary compensation schedule. Usually, new employees will start their employment at

the minimum wage rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training, or proven capability warrant or when the prevailing market conditions require a starting rate greater than the minimum.

Compensation upon Promotion: Where ability and qualifications of two (2) or more employees are equal, seniority shall govern in promotions. Whenever an employee is promoted to a higher position, said employee will enter the new grade/position at the entry level of the new position. In the event the entry level step of the new position does not provide a salary increase of 5% or more, the employee shall enter the next closest step which provides a salary increase of 5% or more. The new rate, upon promotion, shall not exceed the maximum of the new pay range.

Promotions do not change the person's date of hire. However, the anniversary date for future pay increases will be revised to coincide with the promotion date.

New Position Descriptions/Review: New position descriptions may be established by the District from time to time with proposed rates of pay attached. The new descriptions and proposed rate of pay will be sent to the Union, which must give the District written notice of any disagreement within ten (10) normal District business days from receipt of the information. In the event of such disagreement, the parties shall commence negotiations as soon as possible in order to arrive at an agreed-to rate of pay. Should substantive changes to existing position descriptions support a rate of pay adjustment, the same notice and negotiation procedures will apply.

If a position description review, as defined in Article 13 of the Union Contract, concludes that the employee's position should be reclassified, the re-description and consequent pay adjustments will be retroactive to the date of the employee's written request, or management's initiation, provided the employee was performing the full range of duties of the re-described position at the time of the re-description request or initiation.

When a position is re-described to a higher salary range as the result of a change in duties of the position, the incumbent employee shall retain the position at the higher description level.

5.3 Paydays

Employees are paid bi-weekly.

Payroll Deductions: The District will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee, by applicable union contract, or statute.

Payroll Records/Time Clock: The official payroll records are kept by the employee responsible for payroll preparation. Each employee shall turn in a work record on a weekly basis, noting hours worked type of leave taken and overtime worked. The General Manager and appropriate supervisors shall review and authorize all work records. Work records illustrating time worked, vacation, sick leave, overtime and other categories will be recorded on the District's electronic time clock. Employees are responsible for entering all appropriate hours worked.

5.4 Reimbursement for Travel

Except for local travel, all travel away from the District must be approved in advance by the General Manager or their designee. Employees will be reimbursed at the current Internal Revenue Service rate for vehicle mileage reimbursement for the use of a personal vehicle. Employees will also be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the District including lodging, meal costs, and travel expenses while away, but excluding any expenses for alcoholic beverages. Tips are not to exceed 15% for meals, taxis, or baggage handling and are reimbursable. As approved by the General Manager, a District-owned credit card may be used for official District travel and related expenses. Records and receipts must be submitted to the Finance Manager upon the employee's return. Refer to the District's Travel Expense Policy for a comprehensive definition of allowable travel expenses. For unusual circumstances, the General Manager may authorize individual variances from the travel policies for District employees.

5.5 Reimbursement for Emergency Overtime Meals

Employees working emergency overtime hours may be reimbursed for the cost of meals consumed while working. Approval is required by the General Manager or their designee and may be allowed on a case-by-case basis. As approved by a supervisor, a District-owned credit card may also be utilized to pay for such meals. As in all circumstances when using a District credit card, proper receipts and records must be submitted to the Finance Manager.

5.6 Garnishment

A garnishment or mandatory wage assignment is a legal stoppage of a specified amount from wages to satisfy a creditor. The payroll staff will make the necessary changes to the employee's wages, and a check for the garnishment or assigned amount will be forwarded to the creditor as directed. The employee will be notified that the garnishment or wage assignment is being processed and that if three (3) garnishments or wage assignments are received within a period of twelve (12) consecutive months, disciplinary action, up to and including termination, may result.

5.7 Compensation upon Termination

Upon an employee's separation from District employment, the employee will receive regular wages for all hours that have not been paid; any overtime or holiday pay due, and payment of any accrued but unused vacation and prior approved compensatory time. A percentage of the employee's unused accrued paid sick leave balance may also be received. Temporary employees are not reimbursed for unused accrued paid sick leave as described in Chapter 7, Section 7.2 of this manual.

5.8 Reimbursement for Coffee and Light Refreshments Served at Meetings

For purposes of this policy, the term "coffee" includes without limitation any non-alcoholic beverage such as coffee, tea, soft drinks, juice or milk. The term "light refreshment" includes without limitation an edible item or items that may typically be served in a business meeting setting. Coffee and light

refreshments may be served at a meeting where the purpose of the meeting is to conduct District business; and the coffee and light refreshment is an integral part of the meeting or training session. Employees must obtain a receipt for the actual costs of the coffee and/or light refreshments in order to be reimbursed for this expense.

The authority to serve coffee and light refreshments is not intended for use in the normal daily business of the District, but rather for special situations, meetings, or occasions, as approved in advance when possible by the General Manager or the Board per Resolution 790.

5.9 Reimbursement for Continuing Education

The District's Continuing Education Program covers payment for job-related educational programs, college level course work at a regionally accredited college, university or vocational training institution to encourage employees to pursue job-related education during non-work hours. The District will pay reasonable tuition costs for regular full-time employees, subject to the following conditions and requirements:

Employee Eligibility: All regular, full-time employees are eligible to apply for educational assistance provided that they have been employed by the District for a period of six months or longer. The education must be related to the employee's current position or to a position which is within a reasonable line of professional progression for the employee within the District.

Pre-approval Required: The General Manager shall pre-approve all education requests and have sole discretion in determining whether the education is job-related and/or appropriate. The employee shall present to the General Manager a written plan outlining the proposed education program leading to a certificated degree. This plan shall include a proposed time frame to complete the program, and a schedule of course work required to finish the program. The proposed program must be taken through a regionally accredited college or vocational school. Graduate level programs shall not be eligible for consideration unless such program is to fulfill a specific employment need of the District as determined by the Board.

Criteria: The maximum financial assistance to any individual employee will be \$2,000.00 per calendar year. The District will provide reimbursement for tuition, books, and lab fees associated with the education, but will not reimburse employees for any specific supplies, mileage, meals or lodging. Tuition payments shall be made only with funds budgeted and available for such purpose by the District. The District reserves the right to deny any request for payment of tuition at any time.

If an employee is receiving tuition reimbursement from any other source, the District's participation shall be second in line and limited to the balance of one hundred percent (100%) subject to the restrictions above.

Employees desiring to participate in this program are required to complete an Employee Request for Enrollment Approval form. Employees must submit the completed form to the General Manager at least thirty (30) days prior to course or program registration. Following review and endorsement, a copy of the processed form will be returned to the employee.

The quarter/semester of tuition is to be paid for by the employee. The District will reimburse the employee upon completion of the education, provided that the employee presents proof of a grade “C” or better; or verification of a passing grade in the event that the course is graded upon a “pass/fail” basis. After successful completion of an approved course the employee is required to complete and submit to the General Manager an Employee Request for Education Assistance Payment form. Upon approval, payment will be made directly to the employee.

While successful completion of a course of study improves an employee’s educational background, such accomplishment does not obligate the District to reward participants with promotion, reassignment, compensation increase, or other employment-related benefits.

Employees who use this benefit must commit to a minimum of one year of employment upon completion of course work. Reimbursements will be withheld from the employee’s final paycheck if the employee separates from the District (voluntarily or involuntarily) sooner than one-year after the completion of the coursework. See Resolution 791.

6 BENEFITS

6.1 Retirement Benefits

State Retirement System (PERS): All regular full-time and eligible part-time employees are covered by the statewide retirement system, the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington. Under state law, the General Manager may choose to withdraw from PERS and establish their own retirement plan.

Employees should notify the General Manager of their intent to retire at least three months prior to the date of retirement.

6.2 Deferred Compensation

District employees may participate in the Washington State Deferred Compensation Plan through payroll deduction. Employee contributions to DCP are pre-tax dollars in an amount specified by the employee.

Matching Deferred Compensation Based on Longevity: The District will match an employee’s deferred compensation contribution to the available employer offered deferred compensation plans based on longevity per the following table. The District’s maximum match is the employee’s annual base pay (2,080 hours x regular hourly rate) multiplied by the percentage in the following table:

Years of Service	Match up to
Less than 1	None
Beginning the 2nd year through 9 years	1.5% of base pay
Beginning the 10th year through 14 years	2.0% of base pay
Beginning the 15th year through 19 years	2.5% of base pay
More than 20 years	3.0% of base pay

6.3 Disability Benefits (Workers Compensation)

All employees are covered by the Washington State Department of Labor and Industries (L&I) Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, L&I will pay the employee for workday's lost and medical costs due to job-related injuries or illnesses. All job-related accidents should immediately be reported to your supervisor.

When an employee is absent for one or more days due to an on-the-job accident, they are required to file an L&I claim for workers compensation. If the employee files a claim, the District will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of workers' compensation benefits.

Coordination of Benefits: When an employee receives workers' compensation benefits, they are required to repay to the District the amount covered by workers' compensation and previously advanced by the District. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability as long as accrued sick leave is available, while ensuring that no employee receives more than they would have had the injury not occurred. Upon repayment of funds advanced, the amount of sick leave used shall be restored to the employee.

The District may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if they will be capable of performing the duties of the position.

6.4 Health Insurance

The District will make available to employees and their eligible dependents the medical, dental, life, and vision insurance plans as presently administered through the Washington State Health Care Authority Public Employees Benefits Board (PEBB). (See the current AFSCME Union Contract). Contract negotiations or other unforeseen events or conditions may require the District to change or modify health care providers.

Regular full-time and part-time employees and their dependents, as well as temporary employees and their dependents, are eligible to participate in the District's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire. The District contributes towards the cost of premiums in the amounts authorized by the Board. The remainder of the premiums, if any, shall be paid by the employee through payroll

deduction. The District reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to the affected employees. Specifics pertaining to represented employees and contractual terms can be found in the current AFSCME Union Contract.

6.5 VEBA Trust Account Contributions

The District will provide each employee a sum of \$500.00 in a VEBA Trust account during the District's first pay period of each calendar year for the use of the employee per the VEBA Trust health reimbursement arrangement (HRA) plan.

6.6 Continuation of Insurance Coverage

Leave of Absence: Upon mutual agreement between the employee and the District, and in accordance with the terms and conditions of the insurance policy, the District will continue health insurance coverage at the employee's expense during an approved unpaid leave of absence not more than six (6) months in length.

Workers Compensation Leave: An employee receiving workers compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The District also continues to pay for the employer's portion of health insurance premiums, provided that the employee continues to pay their share of premiums, if any. After six (6) months, the employee's benefits shall cease, unless the General Manager makes an exception based on unique criteria or conditions which do not conflict with any other existing policies. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time they receive workers compensation benefits to the extent allowed by the District's insurance providers.

Retired Employees: Upon a vested¹ employee's termination from District employment or upon an unpaid leave of absence, at the employee's option and expense, the employee may continue District health insurance benefits until the first day of the month in which Medicare coverage becomes effective, to the extent allowed by the District's insurance providers. To receive continuing coverage the employee must retire for reasons other than disability, remain unemployed and pay the monthly premium to the District on or before the first day of each calendar month. Coverage may extend to dependents as long as they are eligible. An administrative handling fee over and above the cost of the insurance premium may be charged the employee or their dependents that elect to continue coverage.

COBRA Rights: At this time the District qualifies as a COBRA eligible employer under the District's health insurance program (PEBB). Upon an employee's termination from District employment or upon an unpaid leave of absence, at the employee's written request and expense, the employee may be eligible to continue District health insurance benefits to the extent allowed by the District's current insurance providers. An administrative handling fee over and above the cost of the insurance premium

¹ A vested employee is an individual who has established at least five (5) years or more of service credit within the Washington State Public Employees Retirement System (PERS) and has not withdrawn contributions. A vested member is eligible to receive a retirement allowance when qualified for retirement.

may be charged the employee or their dependents that elect to exercise their option to continue their insurance benefit.

Termination, Retirement, Leave of Absence: For eligible employees who terminate, retire or are on an approved leave of absence, the District will pay the premium for the month the employee is leaving, provided the employee is on paid status for eight (8) hours of the month.

6.7 Unemployment Compensation

District employees may qualify for unemployment compensation after termination from District employment depending on the reason for termination and if certain qualifications are met.

6.8 Benefits upon Hire and Termination

Upon hire or return from unpaid leave, an eligible employee's benefits, leave accruals and insurance coverage, will commence on the first of the month following the date of hire or return from leave.

Upon separation from District employment, the employee will continue to receive benefits through the last day of the month of separation, provided they have worked eight (8) hours in the month. The employee must be on paid status on the day before and after a holiday, to qualify for a paid holiday.

If an employee is rehired within 12 months of separation, as required by state law, unreimbursed unused accrued paid sick leave is reinstated, and their previous calendar days of employment are counted for purposes of determining eligibility to use paid sick leave. If the employee has reinstated unused accrued paid sick leave, the employee may use the available paid sick leave beginning on the 90th calendar day after the start of their employment as defined by state law and per the provisions in Section 7.2.

6.9 Benefits for Part Time and Temporary Employees

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

Regular Part Time Employees: All leaves, including holidays, and insurance premiums are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and forty (40) hours per week.

Temporary Employees: Temporary employees normally are not eligible to receive holiday or vacation leave, but accrue paid sick leave as indicated in Section 7.2. Temporary employees are eligible for health insurance, as defined in Section 6.4. The General Manager, however, may negotiate benefit packages with individuals at their discretion.

6.10 Boot Allowance and Coats

The District shall make available to each employee required to purchase steel-toed boots for safety reasons access to an allowance of six hundred dollars (\$800.00) for use over the 4-year life of the Union Contract.

The District will provide various clothing, raingear, and personal protective equipment items on an as needed basis; such items will be replaced at a reasonable frequency defined by the District. Coats and other District-provided clothing will be maintained and kept in a clean condition by the employee.

6.11 Long-Term Care Program

Eligible employees are covered by Washington's Long-Term Service and Support Trust Program, RCW 50B.04. Eligibility for benefits, which begins July 1, 2026, is established by Washington law. Premiums for benefits are established by law and total fifty-eight hundredths of one percent (0.58%) of employees' wages (unless otherwise limited by action of the State, or an employee has met the requirements of RCW 50B.04.085). Employees will pay through payroll deduction the full cost of the premiums associated with the program, as determined under RCW 50B.04.080.

7 LEAVES

7.1 Vacation

Leave Accrual Table: Each regular full-time employee is entitled to vacation leave as follows:

N ¹	Calendar days from date of hire to December 31	Total vacation leave hours accrual ²	Date to credit accrued leave to employee's vacation leave account ³
0	1 – 30 31 – 60 61 – 91 92 – 121 122 – 152 153 – 183 184 – 213 214 – 244 245 – 274 275 – 305 306 – 365	0 8 16 24 32 40 48 56 64 72 80	First day of each month after the month of date hire
1	N/A	88	January 1 of current year
2	N/A	96	
3	N/A	104	
4	N/A	120	
5	N/A	128	
6	N/A	136	
7	N/A	144	
8	N/A	152	
9	N/A	160	
10	N/A	168	
11	N/A	176	
12	N/A	184	
13	N/A	192	
14+	N/A	200	

¹ N = current year – employment year, where the employment year is the calendar year the District hires the employee

² For any part-time regular employees, vacation day accrual is pro-rated.

³ Employees cannot use accrued leave prior to 6 months from date of hire unless approved by their supervisor.

Vacation Accrual: All regular full-time employees earn vacation leave on an accrual basis. Vacation accrual begins on the first day of the month following date of hire for all new employees. All employees are eligible to use earned vacation after six (6) months of employment. Regular part-time employees working in excess of twenty (20) hours per week earn vacation on a pro-rated basis. Current employees are credited vacation days at the beginning of each year prior to the employee's actual anniversary date. Upon separation of employment vacation will be pro-rated and adjusted to the last day of employment. The employee's last paycheck will reflect any adjustment. In no case will the District pay for unearned vacation hours. Members of Local 114WD (and all other non-represented employees) will be notified the beginning of each year their actual earned vacation balance in addition to the credited amount.

Temporary Employees are not eligible for vacation leave.

Initial Scheduling: Although employees are not required to request vacation time by January 31st, those who do apply for and are granted vacation shall be given preference over subsequent conflicting requests, notwithstanding the normal conflict procedures in this section. In doing so, maximum management and employee flexibility is preserved while simultaneously optimizing the accomplishment of the District's missions, visions and goals. In any event, and regardless of the time of submission, each employee must submit a written request for vacation time and sick leave if known in advance to their supervisor. The supervisor will review and approve or deny each request and forward it to the General Manager.

Scheduling Conflicts: The General Manager will approve or deny each request. The supervisor is responsible for scheduling employee vacations without disrupting department and District operations while preserving minimum staffing levels. Conflicting requests for leave that cannot be resolved by negotiation will be awarded or denied after the supervisor has taken into consideration the circumstances of the parties involved, including but not limited to the following and in no particular preference; historical vacation patterns (subordinate preference to those with a demonstrated pattern of routine vacation periods), unusual circumstances, financial impacts and flexibility of the parties involved. If, after considering the above, a conflict still exists, the General Manager will award vacation leave based on service time seniority with the District.

Schedule Changes: Proposed changes to the approved vacation schedules, or requests for compensatory time require a written request and approval by the employee's supervisor and the General Manager. All such requests must be made in advance of the desired use date by a minimum equal in length to the absence requested. Any changes in the approved vacation calendar will be subject to preserving minimum staffing levels and will be subordinate to other scheduled and approved requests. Conflicts that arise from requests to change the approved vacation schedule will be resolved following the same procedures noted in "Initial Scheduling" above.

Vacation Carryover: Employees are encouraged to use vacation in the year it is earned. The maximum number of vacation hours that may be carried over at the end of the calendar year is one-hundred (100) hours. Where District operations make it impractical for an employee to use their vacation time, the General Manager may authorize additional accruals. Employees will be paid for unused vacation time upon separation from employment.

Vacation Credit: Vacation credit does not accrue during leave without pay. Vacation accrual begins on the first day of the month following date of hire.

Mandatory Vacation: For internal control purposes, employees whose duties include handling financial transactions shall be required to take a minimum of five consecutive workdays off per year.

7.2 Sick Leave

New Employees: New employees accrue sick leave during their probationary service period.

Accrual: Sick leave shall accrue to each regular employee at the rate of four (4) hours per 80 hour pay period which is earned after the completion of the pay period of continuous employment with the District. The total accumulation of unused sick leave shall not exceed one thousand (1,000) hours during the period of employment. No employee shall accrue sick leave benefits during periods of leave without pay.

Temporary Employees: Temporary employees accrue one (1) hour of sick leave for every 40 hours worked. A temporary employee is eligible to use their accrued paid sick leave beginning on the 90th calendar day of their employment. A temporary employee may carry over up to 40 hours of paid sick leave into the following year. Upon separation, temporary employees are not reimbursed for unused accrued paid sick leave. If rehired within 12 months of separation, as required by state law, a temporary employee is eligible for reinstatement of unused accrued paid sick leave and their previous calendar days of employment are counted for purposes of determining eligibility to use paid sick leave.

Reasons for Sick Leave: Sick leave may be used for the following:

- The employee's mental or physical illness, injury, or health condition, including medical diagnosis, care, or treatment of the same.
- Care of the employee's family member with a mental or physical illness, injury, or health condition, including medical diagnosis, care, or treatment of the same.
- The employee's, or care of the employee's family member who needs, preventive medical care such as medical, dental or optical appointments. Employees should try their best to schedule such appointments at times that interfere the least with the work day.
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons.
- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.
- Use of a prescription drug which impairs job performance or safety.
- To prepare for or attend judicial or administrative immigration proceedings involving the employee or the employee's family member.
- To address issues related to domestic violence, sexual assault, stalking, or hate crimes
 - Employees may use their accrued unused paid sick leave to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, stalking, or hate crimes.
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, stalking, or hate crimes.
 - Attend health care treatment for a victim who is the employee's family member.

- Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, stalking, or hate crimes.
 - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, stalking, or hate crimes in which the employee or the employee's family member was a victim of domestic violence, sexual assault, stalking, or hate crimes.
 - Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, stalking, or hate crimes.
- For purposes of leave related to domestic violence, sexual assault, stalking, or hate crimes, **family member** has the following definition:
- Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

Employee's Responsibilities: Sick leave is to be used only for the purposes outlined above and is not equivalent to vacation leave. In addition, the District may call an employee in sick leave status during normal working hours to ask the employee District business related questions.

Written Verification: At the discretion of the General Manager, written verification may be required when an employee has used paid sick leave for more than three (3) successive days.

For care of the employee or the employee's family member, acceptable verification is a doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is for care of the employee or their family member for an authorized purpose. You will be responsible for any charges made by your doctor or health care provider. The District may also request the opinion of a second doctor at the District's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs their ability to perform the job.

For addressing issues related to domestic violence, acceptable verification is the employee's choice of:

- A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, stalking, or a hate crime and that the leave was taken to address related issues;
- A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, stalking, or a hate crime;
- Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, stalking, or a hate crime;
- A court order of protection;

- Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim.
 - An advocate for victims of domestic violence, sexual assault, stalking, or hate crimes;
 - An attorney;
 - A member of the clergy; or
 - A medical professional.

If an employee believes that obtaining verification would result in an unreasonable burden or expense on the employee, the employee must contact the General Manager and indicate orally or in writing that the use of sick leave was for an authorized purpose and how the verification requirement creates an unreasonable burden or expense. The verification or any unreasonable burden or expense explanation does not need to include information explaining the nature of the condition. The General Manager will work with the employee to identify an alternative to the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense. The District may choose not to pay an employee for paid sick leave taken for such absences until verification is provided. If an employee is not satisfied with the proposed alternatives, they may consult with the Washington State Department of Labor & Industries.

Sick Leave Buyback: The District will pay into a HRA VEBA Trust account a sum of money equal to 25% of the balance of the employee's unused sick leave on the effective day of their resignation or 50% of the balance, up to 400 hours upon retirement or death, provided that the employee's total District service time is at least ten (10) years on their effective day of resignation, retirement, or death. If an employee separates from employment and is rehired within 12 months of separation, unreimbursed unused accrued sick leave is reinstated.

Sick Leave Converted to Standard Pay: Employees with at least 240 banked sick leave hours on November 1 may request up to 16 hours to be converted to standard pay. A request can be made once per year between November 1 and December 31.

7.3 Family Leave

Recognizing the importance of family and out of concern for the well-being of its employees, the District's leave program enables employees to use time off to take care of family matters. This family leave policy shall apply to regular employees who have completed their probationary period. Employees in their probationary period may use any accrued sick leave. Different family situations are covered by different types of paid and/or unpaid leaves, as follows:

Pregnancy/Childbirth Disability: Female employees may use any or all of their sick leave during the time they experience a medical disability related to pregnancy or childbirth. Medical disability is assumed for a period of six weeks following childbirth. Other disability from working during pregnancy or after this six-week assumed disability period, must be confirmed in writing by the employee's physician.

Care for New Baby: In order to care for a newborn or newly adopted child, both male and female employees may take up to eighty (80) hours of accrued sick leave for the care of a newborn or newly adopted child, to be taken immediately after the birth or adoption of the child. This leave is in addition to sick leave taken by the mother for a medical disability related to pregnancy or childbirth.

Care for a Child or Spouse: A regular employee may use any or all accrued sick leave while caring for a dependent child under the age of eighteen years who has a health condition that requires treatment or supervision. This provision also applies to the care of an employee's spouse or domestic partner.

7.4 Paid Family & Medical Leave Act

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.05. Eligibility for leave and benefits is established by Washington law. Premiums for benefits are established by law and in accordance with RCW 50A.10.030. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits, as determined under RCW 50A.10.030.

7.5 Extended Leaves

In addition to paid leaves, a regular employee may request leave without pay for up to twelve (12) weeks for the following reasons:

- To care for a newborn or newly adopted child,
- To care for a spouse, domestic partner, child or parent who has a serious health condition,
- To care for self, if the employee has a serious health condition that makes the employee unable to perform the functions of the position.

Additional unpaid leave will be granted at the discretion of the General Manager.

Continuation of Benefits: During all leaves noted above, the District will continue to pay for the employer's portion of health insurance premiums, provided that the employee continues to pay their share of insurance premiums, if any. Vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave. An employee may be required to use any accrued paid leaves before a leave without pay commences.

Any employee who fails to return from any of the above leaves for reasons other than circumstances beyond the employee's control may need to reimburse the District for medical insurance premium costs paid during the period of the leave. Alternatively, if the District determines compensation is also due to the employee, such as unused vacation time, the District may subtract medical insurance premium costs the employee owes the District from any compensation the District owes the employee.

Notification and Return to Work: Employees who anticipate the need for any of the above leaves should inform their supervisor of their plans to take leave as soon as they can so that arrangements

for staffing and workloads can be made. They should also provide the supervisor with their intended date of return.

Upon return from leave, an employee shall be entitled to return to their position, unless the Board abolishes the position. If the employee chooses not to return to work for any reason, they should notify the District as soon as possible.

7.6 Bereavement Leave

Any regular employee who suffers a death of a family member or are the designated executor of the estate, will, or trust shall receive up to three (3) days leave with pay. If the loss of a family member requires travel outside of the State of Washington, the employee shall receive two (2) additional days leave. Bereavement leave must be used within 21 calendar days of the loss unless otherwise authorized by the General Manager. If additional time is needed, the General Manager may authorize use of accrued sick leave or the employee may use vacation leave or compensatory time.

7.7 Other Leaves of Absence without Pay

The General Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of absences that may qualify include, but are not limited to:

- Personal reasons
- Prolonged illness or medical condition
- Parenting
- Caring for an ill relative
- Pursuing an education
- Fulfilling a military obligation in excess of twenty-one (21) days per year

Leave without pay will generally be limited to a minimum of three (3) days and a maximum determined at the discretion of the General Manager.

During an approved leave of absence without pay, the employee may continue membership in the health insurance program by paying each month's premium costs in advance, as long as this is permitted under the insurance policy in effect at the time.

Upon returning from an approved leave of absence an employee shall resume the same job or a similar job with at least the same pay if the employee can perform, in the exclusive opinion of the General Manager, the full scope of duties.

An employee is required to use any accrued paid leaves before a leave without pay begins.

If an employee is on unpaid status for more than thirty (30) days, their anniversary date and time in service will be changed to reflect the period of absence.

7.8 Shared Leave Program

The General Manager may authorize employees to donate their accrued vacation and/or sick leave to another District employee who is suffering from or who has a family member suffering from an extraordinary or severe illness, injury, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay or to terminate their employment. The following conditions apply:

To be eligible to donate vacation or sick leave, the employee who donates leave must have at least one hundred forty-four (144) hours accrued sick leave to donate sick leave and one hundred twelve (112) hours of accrued vacation leave to donate vacation leave. In no event shall a leave transfer result in the donor employee reducing their vacation and sick leave balances to a combined total of less than one hundred forty-four (144) hours. Transfer of leave will be in increments of whole days. All donations of leave are strictly voluntary.

Employees receiving donated leave shall have exhausted all their accumulated vacation and sick leave, and compensatory time. The amount of donated leave any employee may receive in any calendar year is limited to thirty (30) days.

While an employee is using shared leave, they will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave, or compensatory time.

7.9 Jury and Witness Service

The District will grant time off at regular pay to an employee to screen for, or serve on, a jury after the employee is so summoned. If an employee is summoned during a critical work period, the District may ask the employee to request a waiver from jury duty.

The employee shall report to work if a break in jury duty occurs, and the court does not require the employee's immediate presence. On any day or partial day that an employee is not required to serve, the employee shall return to work.

An employee serving on jury duty will continue to receive their regular wages but shall sign over to the District any monetary compensation received for jury services.

Witness Service: The District will grant time off (in vacation leave or leave without pay status) to an employee to serve as a court witness when witness service is for purposes other than directly related to District business.

7.10 Military Leave

Military Training Leave: Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to twenty-one (21) calendar days per year, or any greater period required by law, for performing ordered active-duty training. If the active duty

exceeds twenty-one (21) calendar days, the employee will take compensatory time, vacation, and then leave without pay.

Leave for Active-Duty Military Service: Regular employees who are called to, or volunteer for active-duty military service, will be placed on an indefinite unpaid leave of absence during the time the employee is in an active-duty status with any branch of the United States Armed Forces or state militia. The employee may, at their option, use any or all of accrued vacation leave prior to moving to the unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until the employee returns to active employment with the District. The employee will not earn additional vacation or sick leave during the time of the unpaid leave, nor will they be entitled to health insurance benefits. Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work.

Position Vacancy: An employee promoted to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be restored to the position they had held previously or any other equivalent position.

New Employee: A new employee hired to fill a vacancy created by a person serving in the armed forces shall, upon the return to work of the service member, be placed in an equivalent position that is vacant or, if no vacancy exists, may be subject to permanent discontinued employment as defined in Chapter 11 of this manual.

7.11 Holidays

The following are recognized as paid holidays for all regular employees:

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Day before or after Christmas	Dec. 24 or 26 (employee vote)
Christmas Day	December 25

Any paid holiday falling on Saturday will be observed on the preceding Friday. Any paid holiday falling on Sunday will be observed on the following Monday.

A Holiday is worth one (1) full day's work regardless of which work schedule the employee is on.

Unpaid Religious Holidays: Employees are entitled 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 organization. The employee may select the days on which they desire to take the two unpaid holidays after consultation with their supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days they have selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term “undue hardship” has the meaning contained in the rule established by the Washington State Office of Financial Management (OFM). If possible, an employee should submit a written request for an unpaid holiday provided for by this section to the employee’s supervisor a minimum of five days prior to the requested day. Approval of the unpaid holiday shall not be deemed approved unless it has been authorized in writing by the employee’s supervisor. The employee’s supervisor shall evaluate requests by considering the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability, if any, of a qualified substitute, and consideration of the meaning of “undue hardship” developed by rule of OFM. The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

8 EMPLOYEE PERFORMANCE EVALUATION SYSTEM AND TRAINING

8.1 Employee Performance Evaluation System

To ensure that all employees perform their jobs to the best of their ability, it is important that you and your supervisor communicate openly and frequently about your job and any problems you may be having. To accomplish this, the District shall develop a Performance Mapping System.

Annual Reviews: The Performance Mapping will require minimum annual performance evaluations of each District employee, at a time that is announced by the General Manager. The District shall ensure that complete and approved employee evaluations are on file before the employee’s anniversary date. While written evaluations are an annual event, supervisors and employees are expected, throughout the year, to discuss any problems or progress on goals that are set. Supervisors will prepare the primary performance evaluation and the General Manager will review and sign all performance reviews.

Intent of Annual Review: The primary reason for reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and document how your job performance compares to the goals and descriptions of your job. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals. They can recommend further training or additional opportunities for you.

Probationary Period: During the probationary period, the supervisor and employee will meet to discuss how things are going. The supervisor will prepare a written evaluation to document job performance, either satisfactory or unsatisfactory. A plan for improvement will be included if performance problems are noted. All employees who have successfully completed their probationary period will receive a written evaluation at the end of one year.

8.2 Training Policy

The District seeks, within the limits of available resources, to develop its staff by offering training opportunities that will increase employee job knowledge and skills. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, seminars sponsored by other organizations, and programmed learning courses. As part of the performance review process, the employee and their supervisor may set employee development goals that identify training priorities for the next review period. All training should be job related and within budget allocations. All training must be approved by the General Manager.

9 EMPLOYEE RESPONSIBILITIES AND CONDUCT

All District employees are expected to represent the District to the public in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and the General Manager. In addition, employees should ensure their personal hygiene does not offend others and does not detract from the commitment to high-quality service of the District.

The District is committed to providing service to the public in an efficient, friendly and professional manner. Customers frequenting the office are best served by employees who appear professional, both in their demeanor and their attire. Employees are required to dress in a manner that reflects this level of professionalism. The following shall apply to the attire of employees working in the office:

1. Appropriate clothing shall be defined as; neat, clean and professional in appearance and may include dresses, suits, skirts and blouses, jeans, shirts and slacks.
2. In compliance with this policy, the following are examples of unacceptable office attire:
 - Torn, patched or faded clothing
 - Halter, tank or tube tops
 - Gym attire
 - Cutoffs
 - Clothing that displays inappropriate advertising or language

Since the proper working relationship between employees and the District depends on each employee's on-going job performance, professional conduct and behavior, the District has established certain minimum standards of personal conduct. Among the District's expectations are: basic tact and courtesy towards the public and fellow employees; adherence to District policies, procedures,

safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the District's equipment, grounds, facilities and resources; and providing orderly and cost-efficient services to its customers.

The District is a relatively small organization. To function as efficiently as possible, we may ask you to perform duties that are outside your regular assignments. This is no reflection on your worth to the District, but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the District also reserves the right to change your work conditions and the duties originally assigned. If these arrangements become necessary, we expect your best cooperation.

9.1 Outside Employment, Conflicts of Interest, and Pecuniary Interests

Outside Employment: Employees shall not directly or indirectly engage in any outside employment or financial interest which may conflict in the District's opinion, with the best interests of the District or interfere with the employee's ability to perform their assigned job. Examples include, but are not limited to, outside employment that:

- Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- Is conducted during the employee's regular working hours;
- Utilizes District telephones, computers, supplies, or any other resources, facilities or equipment;
- Is employed with a firm that has contracts with or does business with the District;
- Involves service in a decision making or recommending capacity with a public, private, or non-profit agency that solicits funds from the District and where the employee has a role in the District to influence such actions; or
- May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment, may do so only after obtaining prior approval from the General Manager subject to the criteria applied to outside employment.

Conflicts of Interest: No employee of the District shall use their position for personal gain and shall avoid conflicts of interest or the appearance of conflicts of interest.

Pecuniary Interests: No employee shall accept for their own benefit any services, benefits, rewards, or concessions from any person or company offered as an inducement to perform their duties in a manner sought by the grantor. Any employee who violates the provision of this section shall be subject to disciplinary action.

Any employee of the District engaged in additional employment outside of their established hours of duty shall be subject to disciplinary action or dismissal, if, in the opinion of the General Manager, that employee is not fully performing their duties.

9.2 Political Activities

District employees may participate in political or partisan activities of their choosing provided that District resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employee in their position.

Employees may not campaign on District time or in a District uniform or while representing the District in any way. Employees may not allow others to use District facilities or funds for political activities.

Any District employee who meets with or may be observed by the public or otherwise represent the District to the public, while performing their regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on District property or District time, for a contribution for a partisan political cause.

An employee shall not hold an elected public office position of the District.

Except as noted in this policy, District employees are otherwise free to fully exercise their constitutional rights.

9.3 Reporting Improper Governmental Action (Whistleblower Protection Act)

In compliance with the Local Government Employee Whistleblower Protection Act, Chapter 42.41 RCW, this policy is created to encourage employees to disclose any improper governmental action taken by District officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the District with a process provided for speedy dispute resolution.

Improper Governmental Action is any action by a District officer or employee that is:

1. Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
2. In violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to public health or safety or is a gross waste of public funds.
3. "Improper governmental action" does not include personnel actions (i.e., hiring, firing, complaints, promotions, or reassignment). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

Retaliatory Action means any material adverse change in the terms and conditions of an employee's employment.

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

Procedure for Reporting Improper Government Action: District employees who become aware of improper governmental action should follow the procedure below:

1. Bring the matter to the attention of the General Manager, if non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.
2. Where the employee believes the improper action involves the General Manager, the employee may raise the issue directly with the District's attorney.
3. The General Manager, District's Attorney, or their designee, as the case may be, shall promptly investigate the report of improper government action. After the investigation is completed (within thirty (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the District to determine whether an improper governmental action occurred, or that insufficient action was taken by the District to address the improper action or that for other reasons the improper action is likely to recur.

Protection Against Retaliation: It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper governmental action should follow the procedure below:

Procedure for Seeking Relief Against Retaliation:

1. Employees must provide a written complaint to the General Manager within thirty (30) days of the occurrence of the alleged retaliatory action. If the General Manager is involved, the notice should go to the District's attorney. The complaint shall specify the alleged retaliatory action and relief requested.
2. The General Manager or District's attorney, as the case may be, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.

3. After receiving the District's response, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the District's response to the charge of retaliatory action or forty-five (45) days of receipt of the charge of retaliation to the General Manager or District's attorney for response.
4. Within five (5) working days of receipt of a request for hearing the District shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge (ALJ). At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45) days after the date of the request for hearing, unless an extension is granted.

Policy Implementation: The General Manager (or designee) is responsible for implementing these policies and procedures. This includes posting the policy on the District bulletin board, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

9.4 No Smoking Policy

The District prohibits smoking by employees in all District facilities; District-owned buildings and individual employee offices, vehicles, or facilities rented or leased by the District.

9.5 Use of District Vehicles and Equipment

Use of District telephones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other District equipment, including vehicles, should be used by employees for District business only. For guidelines on vehicle use when an employee is on-call, see the On-Call Policy, Section 4.9. Any misuse of District services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

9.6 Seat Belt Policy

Pursuant to Washington law, anyone operating or riding in District vehicles must wear seat belts at all times.

9.7 Motor Vehicle and Self-Propelled Equipment Operating Requirements

District personnel routinely operate a variety of motor vehicles and self-propelled equipment to perform the District's missions effectively and efficiently. The safe and legally compliant operation of vehicles and equipment not only benefits the operator, any vehicle occupants, and any people in the

vicinity, but also benefits the District through the building and preservation of public trust and confidence.

The State of Washington requires that all motor vehicle operators possess valid driver's licenses that are endorsed for the type(s) of motor vehicle(s) operated. Several District positions specifically require the ability to operate selected motor vehicles that require special license endorsements. Incumbents in these positions are required to possess valid and appropriately endorsed licenses as a condition of their employment.

Accordingly, if any employee who is normally required to possess a State of Washington motor vehicle operator's license as a condition of employment fails to maintain and preserve their driver's license, then said employee, by definition, is interfering with or adversely affecting the District's ability to perform its missions effectively and efficiently. Also, if anyone reports observing any employee operating District vehicles or equipment unsafely or negligently, and the report is reasonably confirmed, regardless of licensing requirements, then said employee, by definition, is eroding public trust and confidence, which also adversely affects the District's ability to perform its missions effectively and efficiently. In either situation, said employee is subject to disciplinary action under the following conditions:

Violation	Disciplinary Action
ANY license suspension for a moving violation which occurs while operating a District vehicle	Removal
CDL exclusively suspended, other than moving violation	5% reduction in gross pay for the duration of the suspension
First license suspension which results from operation of other than a District vehicle	5% reduction in gross pay for the duration of the suspension
Any two (2) suspensions which result from operation of other than a District vehicle within five (5) years of each other	Removal
1st and 2nd general convictions against license	Filed in employee's Permanent Personnel record
3rd conviction against license	Removal

Supervisor Investigated Reports of Unsafe, Reckless, or Negligent Operation of District Equipment		
Report	Qualifier	Disciplinary Action
1	N/A	Letter of warning to official personnel file (purged at 36 months from incident) + remedial training
2	if <6 months from 1 st report	Formal letter of reprimand to official personnel file (permanent record) + \$100 reduction in gross pay for one pay period
	if 6--24 months from 1 st report	Formal letter of reprimand to official personnel file (permanent record) + \$50 reduction in gross pay for one pay period
	if >24 months from 1 st report	Same as for 1 st report
3	N/A	Removal

9.8 Safety

To protect the safety of every employee while at work, the District places a high priority on safety practices. Every employee is responsible for maintaining a safe work environment and following the District's safety policies. Each employee shall promptly report all unsafe or potentially hazardous conditions to their supervisor. Prompt disciplinary action, up to and including termination, will be taken against any employee who willfully or repeatedly violates the District's safety policies. These policies can be found as referred to in the District's Administrative Code. In the case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their supervisor or the General Manager.

9.9 Telephone Policy

This policy provides information specific to the appropriate use of telephones by employees in the performance of their duties.

District-provided Telephones: Where job or business needs demand immediate access to an employee, the District may issue a telephone to an employee for local and long-distance work-related communications and information gathering purposes only.

Personal use of District provided cell phones shall be held to infrequent use or emergency events. Infrequent use should not exceed five (5) minutes on an occasional basis. All other personal use is considered taxable by the IRS. The District may monitor that this policy is being followed by conducting periodic audits of phone bills.

All data on a District-owned device is deemed a public record. There is no expectation of privacy with information on District provided cell phones. Personal call records and other information (e.g., personal data, photos, text messages, etc.) may be subject to review or audit in the event of a public disclosure request.

In general, the District expects employees to use common sense and sound judgment when utilizing a District-provided telephone. Because telephone transmissions may be accessible by individuals outside of the District, employees should not transmit sensitive or confidential information via telephones. The confidentiality of conversations, e-mail or text messages conducted on a telephone or in voicemail should not be assumed. Employees in possession of District equipment such as telephones or other electronic devices are expected to protect the equipment from loss, damage or theft.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the telephone or device for return, replacement, or inspection. Employees unable to present the telephone or device in good working condition within the time period requested may be required to bear the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges and who do not provide repayment or replacement will be considered to have left employment on unsatisfactory terms, as well as subject to legal action for recovery of the loss.

Personal Telephone Use: If an employee brings a personal telephone onto District property, the phone should remain on the “off” or “silent/vibrate” mode during business hours. Employees are to make all personal calls during non-work time (rest or meal periods) and are asked to ensure that any persons who may call you while at work are aware of the District policy. Flexibility will be provided in circumstances demanding immediate attention to emergencies. The District will not be liable for the loss of personal telephones brought into the workplace.

Safety Issues for Telephone and Texting Users: Employees who are assigned a District telephone, or who have a personal telephone are prohibited from using their telephones while operating a District vehicle. This includes texting or emailing or any other activities. Employees are expected to follow the motor vehicle laws regarding the use of telephones while driving a District vehicle. If an employee needs to communicate via telephone while driving a District vehicle, they must use a hands-free device that meets all requirements of the applicable laws.

Employees who are charged with traffic violations resulting from the use of a telephone while driving will be solely responsible for all liabilities, fines, and other adverse consequences that result from the traffic violation.

Special Responsibilities of Management Staff: As with any policy, management staff is expected to serve as appropriate role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

9.10 Substance Abuse

The District is committed to protecting the safety, health and well-being of its employees, the public it serves, and all the people who come into contact with the District and the services it provides. To that end, the District has adopted the following policies:'s philosophy on substance abuse is a primary concern with the well-being of the employee. As part of our employee wellness program, we encourage

~~employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation.~~

~~The District is subject to the federal Drug-Free Workplace Act, under which the use of marijuana, in any amount, is still considered illegal. Marijuana will result in a positive drug test for a significant period of time after use.~~

Drug-Free Workplace: The use, purchase, possession, sale, conveyance, distribution, or manufacture of unlawful drugs (whether under federal and/or state law), intoxicants, controlled substances, and/or drug paraphernalia associated with illegal drug use is strictly prohibited while on the job, on District property, operating District vehicles, or otherwise representing the District. Under federal law, marijuana, in any amount, is considered illegal; therefore, its use, in any amount, is likewise prohibited in these contexts. The District further prohibits employees from being under the influence of alcohol, marijuana, or other drugs and controlled substances while on duty. This policy applies to all District employees.

Employees must notify the District within five (5) days of any conviction for a drug violation in the workplace.

Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program may also be grounds for termination.

Prescription and Over-the-Counter Medications: Prescription medications or nonprescription medications are not prohibited when taken in accordance with a lawful prescription, as applicable, and consistent with standard dosage recommendations. However, employees are responsible for consulting with their prescribing physician or pharmacist to determine whether the medication may impair their ability to safely perform their duties. The District may, at its sole discretion, send an employee home if it determines that the employee appears impaired by the use of prescription or over-the-counter medications and such impairment may impact workplace safety or performance. Employees are encouraged to proactively notify their supervisor if they are taking any medication that could pose a safety risk in the performance of their job duties.

Testing Requirements—Commercial Driver License (CDL)—required Employees: All District employees shall be subject to drug, marijuana and alcohol testing under the following circumstances:

1. Reasonable Suspicion: Where the District has reason to suspect that an employee has violated or is presently violating the provisions of this substance abuse policy or is otherwise under the influence of alcohol or drugs, such employee may be required to immediately submit to an alcohol or drug analysis test. A referral for testing will be made on specific and objective facts and reasonable inferences drawn from these facts by supervisory personnel. Among other things, such facts and inferences may be based upon: (i) an employee showing signs of impairment, such as (but not limited to) difficulty in maintaining balance, slurred speech, inability to visually focus or otherwise appearing unable to perform assigned work in a safe and satisfactory manner; (ii) the smell of alcohol, marijuana, or illicit drugs on the employee's breath or person; (iii) abnormal conduct or appearance or erratic behavior while at work or a

significant deterioration of work performance; and/or (iv) a report of alcohol or other drug use provided by a reliable and credible source or by admission of the employee.

2. Post-Accident: Following an accident involving a District vehicle or District equipment, or a personal vehicle while on District work time, the driver/operator of such vehicle or equipment is required to submit to an alcohol and drug test when (1) the driver receives a citation under state or local law for a moving traffic violation; (2) an injury or fatality occurs as a result of the accident; (3) the accident results in damage to one or more vehicles or equipment which requires the removal of the vehicle/equipment by towing or otherwise is estimated to exceed \$2,000; or (4) management deems it appropriate under the particular circumstances. Provided, however, if law enforcement responds to the accident scene, determines there is no reasonable suspicion of drug or alcohol involvement and does not require such testing, then the testing requirement in this section shall not apply. The absence of testing pursuant to this proviso shall not eliminate any other testing requirements imposed by federal, state, or local law.

Unless otherwise provided, testing shall occur as soon as possible and must occur within eight (8) hours after the accident for marijuana and/or alcohol testing and thirty-two (32) hours after the accident for drug testing. An employee required to take a post-accident marijuana and/or alcohol test may not use marijuana or alcohol for eight (8) hours following the accident, or drugs for thirty-two (32) hours following the accident, or until a post-accident test is given, whichever comes first. An employee who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or results of testing.

3. Commercial Driver License (CDL)-Required Employees: District employees who hold a CDL and who operate commercial motor vehicles are subject to additional rules and regulations imposed by the federal and state government. These regulations require urine drug testing and alcohol breath testing in the following circumstances: pre-employment, reasonable suspicion, post-accident, return to duty testing, and random testing. CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination. The District, or its agents, shall report CDL holders that test positive to the Federal Motor Carrier Administration CDL Drug and Alcohol Clearinghouse in accordance with federal law.
4. Return to Duty: Employees who have violated the substance abuse policy and are permitted to return to work must first test negative before resuming duty.
5. Follow-up: Employees referred for assistance related to substance misuse and/or use of drugs are subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a substance abuse professional (SAP) and the District. Follow-up testing may be required as part of a "Last Chance Agreement" as defined in the later section. The number and frequency of follow-up testing will be determined by the SAP and the District but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

None of the foregoing provision in this subsection (5) apply to employees who self-report an addiction and are voluntarily seeking treatment unless the District has reason to test said employee for drug, marijuana, or alcohol use pursuant to subsections (1), (2), (3) or (4), and the results of said test were positive.

Failure of employees to comply with testing requirements will be grounds for disciplinary action, up to and including termination.

Employees who are directed to submit to a drug, marijuana and/or alcohol test (due to reasons in this section) must promptly report to the District-selected testing agency, which may be a third-party provider offering occupational medical services. Under most circumstances, this will mean that the employee must report for testing no later than one (1) hour after having received notice of the testing. A District representative may accompany the employee to the testing facility, where the management deems it appropriate.

Positive Testing: An employee fails a drug, marijuana, and/or alcohol test if the test is positive. A test will be considered positive if the test administered by the District-selected testing agency reveals any detectable trace of drugs (illegal or controlled), marijuana, or alcohol in the body system. However, if an employee tests positive for a controlled prescription medication but provides evidence of a current and valid prescription issued by a licensed medical professional, the test will be deemed positive only if the presence of the drug in the employee's system exceeds the prescribed dosage or, in the event that there is no set prescribed dosage, standard usage guidelines.

Policy Violations: At a minimum, employees who test positive for alcohol, marijuana or drugs shall be immediately removed from safety sensitive functions. Violation of this drug, marijuana, and alcohol policy may also be considered just cause for suspension without pay, pending further evaluation and recommendation from an SAP, and other disciplinary actions, up to and including termination.

A refusal to submit to drug, marijuana, and/or alcohol testing, unreasonable delay in reporting for testing, violation of post-accident testing rules, or tampering with the test (including use of adulterants or substitute samples or otherwise render a false negative report) will be treated as the equivalent of a positive test. An employee engaging or assisting in such measures shall also be subject to disciplinary action, up to and including termination.

Employees who are found to have violated this policy but who are allowed to return to work under the District's disciplinary process shall be required to first complete an evaluation and may choose to receive a one-time opportunity to enter a treatment program, if so recommended by an SAP. Upon return to work, the employee may be required to accept, and comply with, the terms of a "Last Chance Agreement" and will be subject to the follow-up testing requirements as detailed above.~~District employees who hold a CDL and who operate commercial motor vehicles while employed by the District are subject to additional rules and regulations imposed by the federal and state government. These regulations require urine drug testing and alcohol breath testing in the following circumstances: pre-employment; reasonable suspicion; post-accident; return to duty testing; random testing. CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination. The District, or its agents, shall report CDL holders that test positive to the Federal Motor Carrier Administration CDL Drug and Alcohol Clearinghouse in accordance with federal law.~~

Testing Requirements—All Employees Last Chance Agreement (LCA): If an employee violates the District's Substance Abuse Policy, the District may, at its discretion, offer a Last Chance Agreement ("LCA") as a final opportunity to retain employment. The intent of an LCA is to allow the employee to continue employment under specific terms and conditions designed to support recovery

~~and maintain a safe, productive work environment. By entering into an LCA, the employee agrees to comply fully with all District policies and testing requirements. Any failure to meet the conditions of the LCA may result in immediate termination. District employees may be required from time to time to drive a District-owned vehicle. Any employee involved in an accident while driving a District-owned vehicle may be required to submit to drug or alcohol testing, which shall occur as soon as possible following the accident. Employees subject to post-accident drug or alcohol testing must remain nearby and available for such testing and may not take any action to delay taking their test or to interfere with testing or the results of testing. Refusal to comply with post-accident testing protocol will be treated as a positive test result. Testing is mandatory when the accident results in serious injury, fatality, or significant property damage. Employees who test positive must be removed from service and are subject to discipline, up to and including termination.~~

~~**District Resources Available**~~**Voluntary Treatment and Support Resources:** ~~As part of its employee wellness program, the District encourages employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation. Although the decision to seek~~ diagnosis and accept treatment help ~~is completely voluntary, the District is fully committed to helping employees overcome substance abuse through its available resources. Employees who voluntarily seek assistance prior to being involved in an investigation, asked to undergo testing, or subject to disciplinary action related to this policy or any associated performance concerns will be accommodated. Such employees will be referred for an evaluation and/or education, and In most cases,~~ the expense of treatment may be fully or partially covered by the District's benefits program.

~~However, self-reporting employees may not perform safety-sensitive tasks until cleared by an evaluation and completion of recommended treatment. A return to duty test will be required before resuming safety-sensitive functions. Nothing in the section limits the District's ability to require additional tests as deemed necessary.~~

Please see the General Manager or Administrative Assistant for more information on available resources and benefits. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination. The District values a safe and supportive workplace and applauds employees who take proactive steps toward recovery and wellness.

~~**When Job Performance is Affected:** Although the District's emphasis is on rehabilitation, it must be understood that disciplinary action may be taken when employees continue to demonstrate problems in job performance or are involved with or under the influence of drugs or alcohol on the job or while on call. The District shall terminate an employee possessing, consuming, controlling, selling or using alcohol, drugs, or other controlled substances during work hours or while on call. The District may also discipline or terminate an employee who exhibits an on-going dependence on alcohol, drugs or other controlled substances which, in the District's opinion, impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to the District or others.~~

~~**Drug-Free Workplace:** To comply with the requirements of the federal Drug-Free Workplace Act, the District adopts the following policies:~~

- ~~1. The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on District premises or during work hours by District employees are strictly prohibited. Under federal law, Marijuana, in any amount, is still considered illegal.~~
- ~~2. Employees must notify the District within five (5) days of any conviction for a drug violation in the workplace.~~
- ~~3. Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.~~

9.11 Informal Complaint Procedure/Problem Solving Process

The District recognizes that sometimes situations arise in which an employee feels that they have not been treated fairly or in accordance with District policies and procedures. For this reason, a number of steps are outlined below to address problems and complaints.

A "complaint" is defined as an action by an employee alleging that they have not been treated justly concerning the administration of these personnel policies or other administrative policies of the District. This complaint procedure does not apply to claims of harassment, sexual harassment, or reports of improper governmental action. Separate procedures apply to these types of complaints; see Complaint Procedure, Section 2.9 and Reporting Improper Government Action, Section 9.3. No punitive action shall be carried out against the employee for using this procedure.

Complaint Procedure:

1. Discuss your problem or complaint with your supervisor within two (2) working days of the occurrence. They shall give you a reply within two (2) working days, unless additional time is needed.
2. If you feel the problem is not solved to your satisfaction with your supervisor, or you disagree with how District policies have been applied, you should submit the problem, in writing, to the General Manager. The written complaint should include a description of the problem and the remedy you seek. It shall be filed within ten (10) working days of the occurrence leading to your complaint. The General Manager will respond to your complaint within ten (10) working days after receiving the complaint.
3. The General Manager's response and decision can be appealed to the Board, by filing a written complaint with the Administrative Assistant within ten (10) working days of the issuance of the General Manager's written decision. In the event of a complaint against the General Manager, the complaint shall be filed with the District's legal counsel within ten (10) working days of the occurrence that gives rise to your complaint. The Board will review the matter in executive session or at an open public meeting, consistent with the open public meetings act, and issue a written decision within thirty (10) days of the appeal. The Board's decision shall constitute final agency action. The Informal Complaint Procedure/Problem Solving Process does not replace the Grievance Procedures contained in the Union Contract. It is a means available to resolve issues and concerns at the lowest level when possible.

9.12 Open Communication Policy for District Operations

It is the policy of the Board that ideas for improving the operations of the District are freely and openly communicated between and among the Commissioners and District employees and consultants, without fear of formal or informal retribution, and that these ideas or issues raised are addressed in a timely manner. These issues must fall outside the scope of the District-Union Contract Grievance Procedure. In support of this policy the following are established:

1. Any employee or consultant desiring to make a suggestion or raise an issue related to the effective conduct of District operations may do so in writing, submitted to the General Manager. The General Manager must respond to the proposal in writing within ten (10) working days.
2. If the employee or consultant believes that the General Manager's response to the suggestion or issue does not adequately address the suggestion or issue, the employee or consultant may submit the idea or issue, along with all previous correspondence between the submitter and the General Manager to the Board via the Recording Secretary.
3. Within five working days of receipt of the written communication the Recording Secretary shall distribute copies to each Commissioner, the General Manager, and relevant supervisors whose responsibilities would be affected by the suggestion/issue.
4. Within thirty days after receipt of the communication from the Recording Secretary, the Board will consider the issues raised therein as an agenda item at a regular or special meeting. The submitter of the suggestion or issue shall be asked to attend the meeting. The Board will make a decision regarding the idea or issue.

9.13 Use of Technology E-Mail/Internet Policy

Background: The District's technical resources, including desktop and portable computer systems and voicemail, enable employees to quickly and efficiently access and exchange information throughout the District. When used properly, these resources greatly enhance employee productivity and knowledge. In many respects, these tools are similar to other District tools, such as stationary, file cabinets, photocopiers, and telephones. Because these technologies are both new and rapidly changing, it is important to explain how they fit within the District and within your responsibilities as an employee.

This policy applies to all technical resources that are owned or leased by the District, that are used on or accessed from District premises, or that are used on District business. This policy also applies to all activities using any District-paid accounts, subscriptions, or other technical services, such as voicemail, e-mail, etc., whether or not the activities are conducted from the District's premises.

Note: As you use the District's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mails are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail or other computer information can later be used to indicate what an employee knew or felt. You should keep this in mind when creating e-mails and other documents. Even after

you delete an e-mail or close a computer session, it may still be recoverable and may even remain on the system.

Acceptable Uses: The District's technical resources are provided for the benefit of the District and its clients, vendors, and suppliers. These resources are provided for use in the pursuit of District business and are to be reviewed, monitored, and used only in that pursuit, except as otherwise provided in this policy.

Employees are otherwise permitted to use the District's technical resources for occasional, non-work purposes with permission from the General Manager. Nevertheless, employees have no right of privacy as to any information or file maintained in or on the District's property or transmitted or stored through the District's computer, voicemail, or telephone systems.

Unacceptable Uses: The District's technical resources should not be used for personal gain or the advancement of individual views. Solicitation for any non-District business or activities using District resources is strictly prohibited. Your use of the District's technical resources must not interfere with your productivity, the productivity of any other employee, or the operation of the District's technical resources.

No employee may use the District's networked/workstation internet access to post a message on work time to an Internet message board, social media (e.g., Facebook, Twitter, etc.) or other Internet communication facility, except in the conduct of official District business.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voicemail, or telephone systems must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of their race, color, creed, sex, age, national origin or ancestry, physical or mental disability, as well as any category protected by applicable federal, state, or local laws. Any use of the District's technical resources to harass or discriminate is unlawful and strictly prohibited by the District. Violators will be subject to discipline, up to and including discharge.

The District does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the District reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

Access to Information: The District asks you to keep in mind that when you are using the District's computers you are creating District documents using a District asset. The District respects the individual privacy of its employees. However, that privacy does not extend to an employee's work-related conduct or to the use of District-provided technical resources or supplies.

The District's computer and telephone systems and the data stored on them are and remain at all times the property of the District. As a result, computer data, voicemail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit

work on the District's computer system and other technical resources, your work may be subject to the investigation, search, and review of others in accordance with this policy.

All information that is created, sent, or retrieved over the District's technical resources is the property of the District, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through the District's computer, voicemail, or telephone systems. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the legitimate business interests and obligations of the District. Employees should also be aware that, even when a file or message is erased, it is still possible to recreate the message. The District reserves the right to monitor your use of its technical resources at any time. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

Security Information: Although you may have passwords to access computer and voicemail systems, these technical resources belong to the District, are to be accessible at all times by the District and are subject to inspections by the District with or without notice. The District may override any applicable passwords or codes to inspect, investigate, or search an employee's files and messages. All passwords must be made available to the General Manager upon request.

Employees shall create and use strong passwords to protect District data:

1. Should be a minimum of twelve (12) characters in length;
2. Should incorporate both upper- and lower-case letters (e.g., a-z and A-Z);
3. Should incorporate digits and punctuation characters in addition to letters; and
4. Should not include easily guessed information such as personal information, names, pets, birth dates, etc.

Passwords should be unique for each system/account (i.e., passwords should not be re-used) and multi-factor authentication (MFA) should be activated whenever available.

Your Responsibility: Each employee is responsible for the content of all text, audio, or images that they place or send over the District's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, the District may advise appropriate legal officials of any illegal violations.

Public Records: Under some circumstances, communications sent by computer or telephone may be subject to public disclosure under state or federal law. It is best to always consider such communications available for public discovery.

The District's e-mail system will periodically and routinely purge (delete) communications from the system without further necessary action by the sender or recipient. Therefore, e-mail is not to be used by any District official or employee as the exclusive means to memorialize information where it is either necessary or intended that the information content be preserved for future use or reference.

Except as set forth below, e-mails should be deleted by the user on a regular basis:

An electronic communication must be preserved in, or transferred to, Archival Form by an employee when either (1) a law expressly requires such communication be kept; or (2) preservation of such communication is necessary or convenient to the discharge of the public officer's and employee's duties, and the communication was made or retained for the purpose of preserving its informational content for future District use or reference. "Archival Form" shall mean either (1) the transcription or printing of an electronic communication or computer data in a readable hard copy form, or (2) the transmission, conversion, recording, storing or other preservation of an electronic communication or computer data in an electronic data processing or computer system by means of any computer hard drive, disk or diskette, magnetic tape, film, optical disk or CD ROM or any other electronic format by which the informational content of the electronic communication computer data is capable of being permanently or indefinitely preserved and thereafter retrieved in a readable and comprehensible form.

Once in Archival Form the communication shall be preserved in accordance with the approved retention period. Any electronic communication so preserved in Archival Form shall be deemed a District record for purposes of the District's practices and policies and a public record for purposes of applicable state or federal public disclosure laws.

In the event that a request for inspection is made pursuant to the Freedom of Information Act or the Washington State Public Records Act (RCW 42.56), or a demand by subpoena or court order is received by the District, for any e-mail or other electronic communication that is in existence at the time such request or demand is received, the District official or employee having control of the electronic communication shall use their best efforts, by any reasonable means available, to temporarily preserve the communication until it is determined whether such communication is subject to preservation, or public inspection or production. The General Manager shall immediately be contacted regarding any such inspection request or production demand. The General Manager will, in turn, notify the District counsel who will advise the District personnel as to the District's preservation, inspection and production obligations. If it is determined that the District is obligated to permit inspection or produce the communication, the person in control of it shall thereafter preserve the communication in an Archival Form for the applicable retention schedule period.

9.14 Office Pet Policy

The District is responsible for assuring the health and safety of all employees as well as customers while on the premises. In keeping with this objective, the District does not permit employees to bring their household pets to work. Animals may pose a threat of infection and may cause allergic reactions in other employees or customers. Some employees may feel threatened or be distracted by the presence of animals. In addition, the District wishes to prevent pets from damaging District property.

An employee who requires the help of a service animal will be permitted to bring a service animal to the office pursuant to the approval of the General Manager, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the District.

10 DISCIPLINE AND TERMINATION

10.1 Guidelines for Appropriate Conduct

In pursuing the District's goal of excellence in service, we expect excellence from each of our employees, while striving to make this an enjoyable and rewarding place to work. The District's success in providing excellent service to our customers and maintaining good relationships with the community depends upon our employees. We therefore provided for your guidance certain conduct, which if engaged in, would be detrimental to our objective and could lead to disciplinary action up to and including discharge. The following specified conduct is illustrative and not comprehensive:

1. Violation of duties or rules in these personnel policies, or any other District rule or administrative order.
2. Any violation of the policies adopted by the District in compliance with the Federal Drug-Free Workplace Act, as stated in Section 9.10 of this manual.
3. Being in possession of, intoxicated or under the influence of alcohol, narcotics or other controlled substance drugs on the job; use, possession or sale of controlled substance drugs in any quantity while on District premises except medications prescribed by a physician which do not impair work performance.
4. Willful violation of security or safety rules or failure to observe safety rules or District safety practices; failure to wear required safety equipment; tampering with District safety equipment. Negligence or any careless action which endangers the life or safety of another person.
5. Violation of a lawful duty or falsification of records.
6. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
7. Sexual harassment or other unlawful harassment of another employee or member of the public.
8. Habitual lateness for work. Absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism. Loitering, goofing off, failing to assist others in a work situation.
9. Unsatisfactory job performance, incompetence, inefficiency, inattention, or dereliction.
10. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on District premises or when representing the District, fighting, horseplay, or provoking a fight on District property, or negligent damage of District property. Threatening, intimidating or coercing fellow employees on or off District premises, at any time, for any purpose.
11. Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of District property, or the property of fellow employees, customers, suppliers or visitors in any manner.

12. Theft of District property or the property of fellow employees; unauthorized possession or removal of any District property, including documents, from the premises or job site without prior permission from management; unauthorized use of District equipment or property for personal gain or advantage, using District equipment for profit.
13. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the District; alteration of company records or other company documents.
14. Giving confidential information without authorization.
15. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty.
16. Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the District.
17. Lying, malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee while on the job; willfully restricting work output or encouraging others to do the same.
18. Failure to report an occurrence causing damage to the District's, customers, or public property. Failure to properly secure District facilities or property.
19. Smoking in any unauthorized posted area or creating a fire hazard in any area.
20. Conviction of a gross misdemeanor or felony.

This list contains examples only and is not exhaustive. The District may discipline or terminate employees for other reasons not stated above.

10.2 Discipline and Termination Procedure

The District's discipline procedure, as follows, is intended to give employees advance notice, whenever possible, of problems with their conduct or performance so that they have an opportunity to improve. Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the offense. Exceptions from the normal procedure may occur whenever the District determines this to be appropriate or when provided for in the Union Contract. Immediate termination may occur in some cases where the offense is serious.

Oral Warning: With the exception of offenses requiring more stringent action, or as otherwise provided for in the Union Contract and in this manual, the supervisor will discuss behavior and performance problems with the employee on an informal basis. This gives the employee the opportunity to make changes and avoid proceeding to the formal discipline steps below. Repeated counseling will result in a written warning.

Written Warning: This is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written warnings are placed in the employee's personnel file. The written warning shall include the nature of the infraction, what the employee needs to do to

correct the conduct or improve performance, and make clear what further disciplinary action would follow if the incident happens again or improvement does not occur. The employee will have an opportunity to defend their actions and rebut the opinion of their supervisor or the General Manager at the time the warning is issued in writing to accompany the complaint in the file. (see current Union Contract).

Suspension: A temporary unpaid absence from duty that may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action that is made part of the employee's permanent record.

Suspensions with pay, where the employee is placed on paid leave, may be utilized by the General Manager pending the results of an investigation or disciplinary action where it is determined that factors such as public confidence, the safety of the employee or the efficient functioning of the District call for such a suspension.

Discharge: An employee may be removed from District employment for a serious offense or when the progressive steps above do not result in corrected behavior or improved work performance.

Pre-Discharge Meeting: In the event a supervisor or the General Manager desires to discharge an employee, the employee shall be provided with a written notice that includes an explanation of the reasons and the time of the meeting. The meeting will be presided over by the General Manager or a designated representative. The employee may bring one person to the meeting as an observer who may not interfere with the orderly process of the meeting.

At the meeting, the employee shall be given an opportunity to respond, either orally or in writing, and to explain why the District should not go ahead with the discharge. Within three (3) working days of the meeting, the General Manager will issue a written decision determining whether the discharge will proceed, or some alternative disciplinary action. A longer review period may be required in more complex situations.

Probationary Employees: Employees in their probationary period may be removed with or without cause at any time without following the disciplinary steps above.

10.3 Grievance Procedure for Non-Exempt Employees

The District retains the right to discipline, suspend or discharge employees for cause, subject to the grievance procedure in the Union Contract (see also Section 10.2 of this manual).

The purpose of this procedure is to provide an orderly method for resolving grievances, and to do so at the lowest possible level in the grievance procedure, with the least possible disruption of work and services.

For the purpose of this manual, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of the Union Contract. Grievances shall be processed in accordance with the following procedure within the stated time limits.

Steps in the grievance procedure:

1. The grievant shall attempt to resolve the dispute with their immediate supervisor informally and with the least possible disruption of work and services, and if the grievance is not resolved to the grievant satisfaction at this point, the grievant and immediate supervisor must try to resolve the dispute informally with the supervisor's supervisor.
2. If unable to resolve the dispute informally, the grievant employee or the Union representative shall present the grievance in writing directly to the General Manager within ten (10) Normal District Business Days of the alleged occurrence, or within ten (10) Normal District Business Days of the date when the employee could reasonably have known of the alleged occurrence. The grievance must state:
 - The relevant facts.
 - Specific provision(s) of the contract alleged to be violated.
 - The remedy sought.

Within ten (10) Normal District Business Days of receipt of the grievance, the General Manager shall, if not absent from the workplace, discuss the grievance with the employee. Grievance discussions may occur during normal working hours without loss of pay to the aggrieved employee. Within ten (10) Normal District Business Days of the grievance discussion, the General Manager, if not absent from the workplace, shall give the employee a written answer to the grievance.

3. Within ten (10) Normal District Business Days of the receipt of the General Manager's answer, the grievant may appeal the grievance to the Joint Labor/Management Committee. Within ten (10) Normal District Business Days after receiving the grievance, the Joint Labor/Management Committee shall convene a settlement conference with the grievant present. The written answer of the Joint Labor/Management Committee shall be given to the grievant and to the Union within ten (10) Normal District Business Days of the conclusion of the appeal meeting.
4. Within ten (10) Normal District Business Days of receiving the Joint Labor/Management Committee's answer, the grievant may appeal the grievance to the Board. Within ten (10) Normal District Business Days after receiving the grievance, the Board shall hold a grievance meeting with the employee and the Union. The written answer of the Board shall be given to the employee and to the Union within ten (10) Normal Business Days of the conclusion of the appeal meeting.
5. Within ten (10) Normal Business Days the written answer referred to in Step 4, the Union may submit the grievance to arbitration in accordance with the following procedures. The referral to arbitration may be made only by the parties to this agreement (Union and District) and must be in writing and presented to the other party within ten (10) Normal District Business Days of the written answer referred to in Step 4.

In the event the grievance is referred to arbitration, the parties shall attempt to designate a single arbitrator. In the event an arbitrator is not agreed upon within ten (10) Normal District Business Days, the parties shall jointly request the American Arbitration Association to submit a list of nine arbitrators. The arbitrator shall be chosen from the list by alternate striking of arbitrator names. When

each party has stricken four (4) names, the remaining arbitrator shall be the appointed arbitrator. The order of who is first to strike names from the list shall be determined by the flip of a coin.

The arbitrator shall investigate the grievance, hear testimony from both sides and render a decision.

All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or their designated representatives; however, if the grievant does not designate the Union as their representative, the Union reserves the right to appoint a representative to attend for the sole purpose of discharging its duty to represent the bargaining unit. The arbitrator shall render a decision within thirty (30) calendar days from the date of the conclusion of the formal hearing. The power of the arbitrator shall be limited to interpreting the Union Contract and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to add to, alter, modify, vacate or amend any terms of the Union Contract or to substitute their or their judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on the parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of the Union Contract.

Expenses for the arbitrator's services and the proceedings shall be paid equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without a mutual agreement shall constitute an abandonment of the grievance. Upon failure by the District to submit a reply within the specified time limits, the employee may advance the grievance to the next step.

11

DISCONTINUED EMPLOYMENT

11.1 Definition of Terms

Discontinued employment: Anytime District pay and leave accrual stops.

Permanent: Intended to be forever.

Temporary: Not permanent.

Voluntary: Chosen by the employee of their own free will.

Involuntary: Imposed by the District.

Retirement: A voluntary act of the employee to permanently discontinue employment and draw retirement benefit annuities.

Resignation: A voluntary act of the employee to permanently discontinue employment prior to qualifying for retirement benefits.

Removal: An involuntary act to permanently discontinue employment because of serious and/or repeated misconduct, uncorrectable unsatisfactory performance, or physical or mental impairment or incapacity that cannot be accommodated by the District.

Misconduct: Failure to comply with rules of conduct.

Uncorrectable unsatisfactory performance: Performance that fails to meet minimum critical performance criteria.

Un-accommodating physical or mental impairment or incapacity: A condition that renders the employee incapable of meeting at least one of the position's minimum critical performance elements and cannot be accommodated by the District through position reassignment and/or downgrade.

Reduction in force: An involuntary act to permanently discontinue employment due to other than misconduct, uncorrectable unsatisfactory performance, or physical or mental impairment or incapacity that cannot be accommodated by the District.

Leave without pay: A voluntary act to temporarily discontinue employment for a variety of reasons.

Suspension: An involuntary act to temporarily discontinue employment due to misconduct.

Lay off: An involuntary act to temporarily discontinue employment due to other than misconduct, uncorrectable unsatisfactory performance, or physical or mental impairment or incapacity that cannot be accommodated by the District.

11.2 Non-exempt Employees

The General Manager may discontinue the employment of any non-exempt employee for any of the reasons listed below:

1. During or at the end of the employee's probationary period, with or without cause.
2. As a result of disciplinary action.
3. Unsatisfactory job performance.
4. Due to loss of skills, certifications or other conditions which would make the employee unfit for service.

5. When the Board has made a determination that a lack of work or funding exists with respect to the employee's position. The Board has sole discretion to make determinations of lack of work or lack of funding.
6. If the employee has a physical or mental impairment that prevents them from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. The District may require an examination at its expense performed by a physician of its choice. Failure to submit to such request may result in removal.

11.3 Exempt Employees

The General Manager may discontinue the employment of all exempt employees at their discretion, which effective date is also their discretion.

11.4 All Employees

No one shall involuntarily discontinue another's employment, either permanently or temporarily, because of the employee's sex, race, color, religion, national origin, ancestry, physical or mental disability, pregnancy, age, marital status, sexual orientation, or any other characteristic protected by federal, state or local law.

11.5 Lay-off Sequencing

If a lay off(s) becomes necessary, the District will subscribe to the following general sequence of personnel category:

1. Temporary employees
2. Probationary employees
3. Regular employees

In addition to first in/last out for regular employees, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal.

Employees who are laid off will be placed on a re-employment list for up to two years. Persons on this list will be given first right of refusal over outside candidates if they qualify for the particular open position.

11.6 Resignation/Retirement Notification

The District encourages all employees to provide at least thirty (30) days-notice of their intended resignation or retirement to enable position re-advertising.

12.1 Resource Conservation

The District recycles as many materials as possible. Acceptable materials for recycling (please place these in the proper recycling bins):

- Aluminum
- Mixed paper
- Newspapers
- Shipping cartons & packing materials
- Cardboard

Unacceptable (please keep these contaminants out of the recycling bins)

- Carbons
- Wrapping paper
- Food
- Paper Towels & Napkins

Solid waste: It has been estimated that each man, woman and child produces an average of four pounds of trash every day, almost 1,500 pounds a year. Most of this garbage gets buried in a landfill and we are running out of landfill space at an alarming rate. Paper makes up about 25% of many cities' garbage, much of which could be diverted through office paper recycling programs.

Paper production: As many as seventeen small trees are required to make one ton of paper. Recycling slows the demand for virgin timber fibers and lessens the strain on our forest resources.

Energy conservation: Up to 64% less energy is required to produce paper from wastepaper instead of from virgin pulp wood. In the case of office paper, the equivalent of almost three barrels of oil is saved for every ton of paper recycled.

Air and water pollution: The manufacturing of paper from used paper instead of from trees produces almost 60% less pollution of air and water.

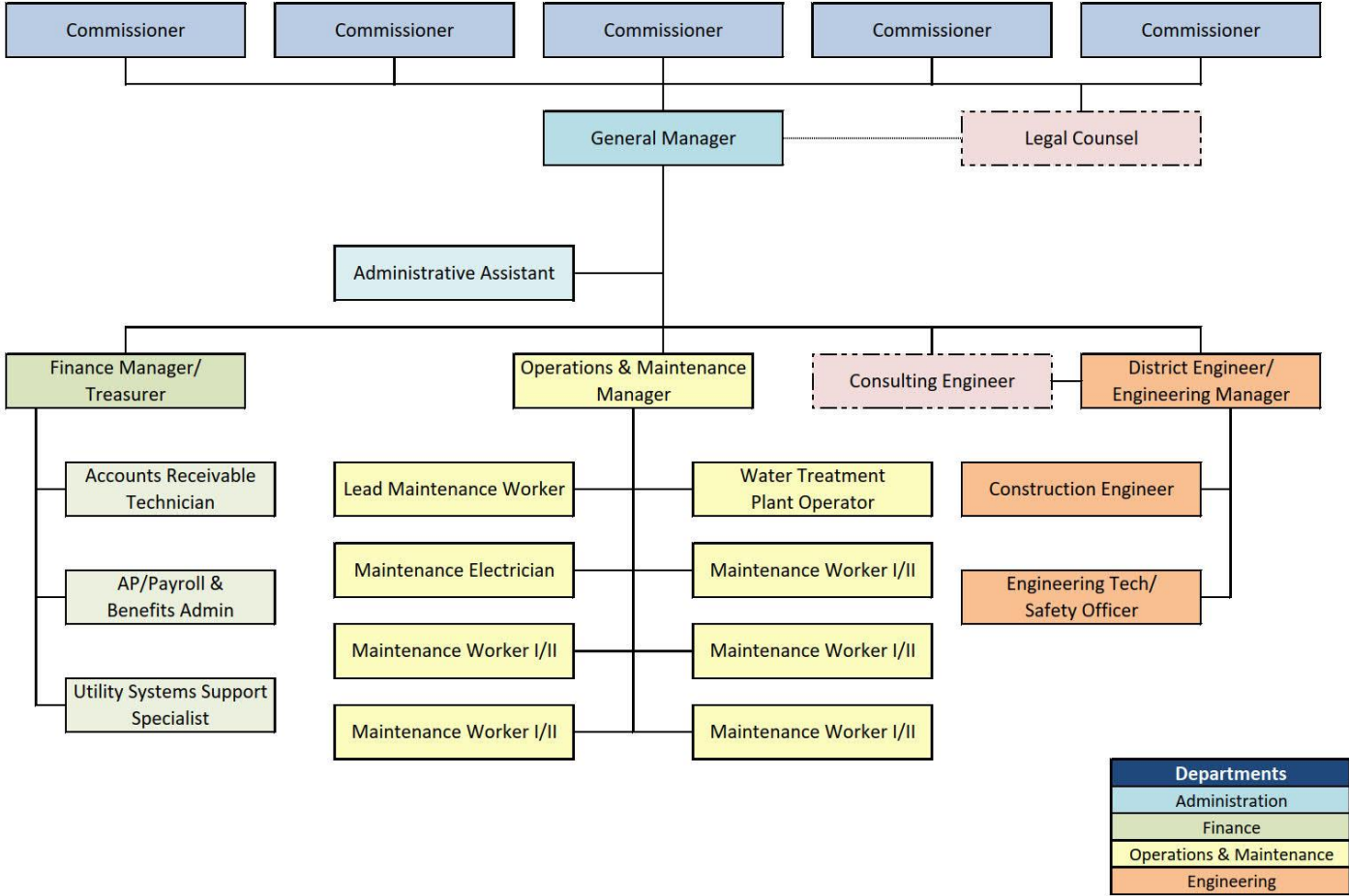
Water conservation: The manufacturing of paper uses only half of the water that is required in the manufacturing of virgin paper.

APPENDIX A

ORGANIZATION CHART

Lake Whatcom Water & Sewer District Organizational Chart

Updated 5.31.2023



APPENDIX B

POSITION DESCRIPTIONS

APPENDIX C

RECORD OF CHANGES

Effective Date	Section Changed	Change Made
February 25, 1998	4.09	District vehicle use changed to reflect Board approved policy
March 25, 1998	4.02 and Appendices	Added Appendix D, Listing of Exempt & Non-Exempt Positions
March 25, 1998	4.02	Added language regarding comp time worked on Sundays or holidays.
March 25, 1998	5.05	Inserted section regarding reimbursement for meals consumed by employees during emergency overtime (ref Resolution #487).
March 25, 1998	6.08	Added approved longevity pay chart to text.
March 25, 1998	7.01	Revised chart to accurately reflect vacation accrual.
March 25, 1998	7.09	Deleted paragraph titled "Holidays Worked" because it duplicated language in section 4.02.
March 25, 1998	Appendix A	Organization chart revised to reflect change to five commissioners.
April 2, 1999	7.01	Revised chart to accurately reflect vacation accrual
April 2, 1999	Appendix A	Organization chart revised to reflect change to eliminate the District Engineer Position and add Meter Reader.
April 2, 1999	Appendix D	Delete Engineering Technician, add Meter Reader
April 2, 1999	Appendix E	Add Appendix E - Union & Non-Union Positions
Nov 16, 2000	Appendix A	Revised Organization Chart to change Meter Reader position title to Utility Systems Support Specialist and change Maintenance Planning Technician position title to Operations Coordinator
Nov 16, 2000	Appendix B Position Descriptions	Added Utility Systems Support Specialist position description. Deleted Maintenance Planning Technician position description. Added Operations Coordinator position description.
Nov 16, 2000	Appendix D	Changed Meter Reader Position title to Utility Systems Support Specialist. Changed Maintenance Planning Technician position title to Operations Coordinator
Nov 16, 2000	Appendix E	Changed Meter Reader position title to Utility Systems Support Specialist Changed Maintenance Planning Technician position title to Operations Coordinator
Dec 7, 2000	4.09	Changed language of On-Call policy to reflect correct standby compensation rate for non-exempt employees
June 13, 2001	Table of Contents	Reprinted entire table - page number changes due to insertion of new section 4.02
June 13, 2001	1.07	Changed Office Administrator title in text to Administrative Assistant
June 13, 2001	2.07	Changed Office Administrator title in text to Administrative Assistant
June 13, 2001	Chapter 4	Changed Overtime/Comp Time to match District: Union Contract, new page numbers for entire chapter
June 13, 2001	Chapter 5	Change Office Administrator to Administrative Assistant
June 13, 2001	Chapters 6, 7, 8	New page numbers
June 13, 2001	Section 9.09 and 9.10	Changed Office Administrator position title in text to Administrative Assistant
June 13, 2001	Appendix A Organization Chart	Receptionist changed to Accounts Payable, Accounting Assistant to Accounts Receivable, and Office Administrator to Administrative Assistant. Supervisor of Accounts Payable - Accounting Manager
June 13, 2001	Appendix B Position Descriptions	Receptionist - changed to Accounts Payable Accounting Assistant - changed to Accounts Receivable Office Administrator - changed to Administrative Assistant
June 13, 2001	Salary Schedule	Change in three position titles

Effective Date	Section Changed	Change Made
June 13, 2001	Appendix C	Added June 13, 2001 changes to list
June 13, 2001	Appendix D & E	Changed Position Titles
Sep 12, 2001	Section 5.04	Added 13¢ per mile to personal vehicle reimbursement rate
Sep 12, 2001	Appendix C	Added change to Section 5.04
June 12, 2002	Chapter 9	Added Open Communication Policy
June 12, 2002	Appendix C	Noted changes to Chapter 9 and Table of Contents
July 10, 2002	5.01 Salary Plan	Added language re Union employee COLA calculations
Nov 27, 2002	General Manager Job Description	Amended by the Board
Nov 27, 2002	Appendix C	Added new General Manager Job Description
2003	Page i Receipt & Acknowledgement	Added statement "I agree to abide by the procedures and policies in the Personnel Policies Manual" also added signature blocks on same page.
2003	Chapter 2	Numerous changes and additions to entire chapter
2003	Chapter 6	Numerous changes and additions to entire chapter
2003	Chapter 9	Numerous changes and additions to entire chapter
May 2004	All	Reviewed, edited, redistributed entire Personnel Manual
January 12, 2005	Chapter 2	Add Workplace Bullying Policy
May 11, 2005	All	Reformatted Receipt and Acknowledgement form and other related language. Rewrote Use of Technology Policy.
June 9, 2010	Chapter 7	Add Sick Leave buy-back policy
January 12, 2011	Chapter 6	Section 6.04 Continuation of Insurance Coverage – added the phrase "to the extent allowed by the District's insurance providers" to the end of the first sentence
April 5, 2011	All	Corrections to punctuation, page numbering, etc.
May 25, 2011	Appendix B	Updated all Position Descriptions.
May 25, 2011	Appendix B Position Title Changes	Accounting Mgr/Treasurer = Finance Manager/Treasurer Accounts Payable = Accounts Payable/Payroll Technician Accounts Receivable = Accounts Receivable Technician Maintenance Worker 3 = Maintenance Electrician Maintenance Worker = Maintenance Worker 2 Utility Worker = Maintenance Worker 1
May 25, 2011	Appendix D & E	Updated Position Titles
July 27, 2011	Pages 4,5,6,12	Minor wording changes
July 27, 2011	Section 2.10	Changes payroll preparer to Accounts Payable/Payroll Tech
July 27, 2011	Section 4.01 Work Hours	Adds language pertaining to the nine and/or ten hour work schedules
July 27, 2011	Section 5.01 Salary Plan	Adds language regarding regularly scheduled salary and compensation studies
July 27, 2011	Section 5.04 Travel Reimbursement	Adds language regarding the use of the District's credit card for travel expenses
July 27, 2011	Section 6.06 Boot Allowance	Adds language regarding Union Contract provisions
July 27, 2011	Section 6.07 Deleted	Eliminates Longevity Pay for non-union employees – Regularly scheduled salary surveys replace this provision
July 27, 2011	Chapter 9	Adds a dress code for office employees

Effective Date	Section Changed	Change Made
July 27, 2011	Section 9.09 Cellular Phones	Amends language pertaining to cellular phone use while driving
July 27, 2011	Section 9.13 Internet Use	Adds language regarding the use of social networking sites using the District's internet access during work time
Sept. 14, 2011	Section 5.03 Paydays	Changed paydays from once per month to bi-weekly.
April 9, 2012	Section 5.08 Resolution 790	Add Section 5.08 Reimbursement for coffee and light refreshments served at District meetings
April 23, 2012	Section 5.09 Resolution 791	Add Section 5.09 Reimbursement for Continuing Education
July 11, 2012	Appendix B Position Descriptions	Change title of Senior Engineering Technician to Construction Engineer
November 13, 2013	All	Updated language to match the AFSCME Union Contract Added Section 9.14 Office Pet Policy
April 30, 2014	Section 9.0	Updated language for District-provided cell phone use
April 30, 2014	Position Description	Senior Engineering Technician Title changed to Construction Engineer
January 27, 2016	Vacation Accrual Table	Accrual table changed from days earned to hours earned
January 27, 2016	Vacation	Added mandatory five consecutive workdays off per year of Vacation for employees that handle financial transactions
January 27, 2016	Sick Leave	Changed requirement for doctor's certificate after four consecutive sick days are taken to after three consecutive sick days are taken
January 27, 2016	Sick Leave	Added Sick Leave Buyback
January 27, 2016	Sick Leave	Added Sick Leave Converted to Standard Pay
January 27, 2016	Shared Leave	Changed leave balance requirements
January 27, 2016	VEBA Contributions	Added the District's contribution of \$300.00 per year.
January 27, 2016	Longevity	Added Matching Deferred Compensation Based on Longevity
January 27, 2016	Salary Practices	Employees with more than 10 years service get \$20.00 extra per month
May 30, 2017	Appendix B Position Descriptions	Amended Administrative Assistant Job Description
May 30, 2017	Appendix B Salary Schedule	Amended Salary Range for Administrative Assistant
June 14, 2017	Appendix B Position Descriptions	Amended Accounting Clerk Job Description
June 13, 2018	Sick Leave: 1.05, 3.04, 3.05, 4.05, 5.07, 7.02, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 7.07, 7.11, 7.12	Amended District sick leave policies to WA State Initiative 1433, effective January 2018, including language updates for temporary employees, new employees, sick time accrual, family member definitions, usage guidelines, and guidelines for written verification of sick leave.
February 27, 2019	Revise/create 1.04, 1.05, 2.09, 2.10, 3.06, 4.01, 5.01, 5.02, 6.02, 6.10, 7.04, 7.06, 7.08, 7.10, 8.01, 9.10, App D, App E, App F	Comprehensive review to incorporate recent state/case law, incorporate definitions and policies relating to workplace violence and dangerous weapons, expand policy relating to employee drug testing, refine requirements for frequency of conducting salary surveys, clarify eligibility relating to longevity pay, revise deferred

Effective Date	Section Changed	Change Made
	Move 7.11 and 7.12 to 6.08 and 6.09, respectively	compensation matching schedule, clarify District-provided clothing policy, update document relative to current organizational structure
February 23, 2022	Entire document	Comprehensive review and update.
July 26, 2023	Entire document	Revise temporary worker definition and benefit eligibility, delete COVID-19 vaccination requirement, add telecommute policy, and various editorial revisions
April 9, 2025	Entire document	Revise to be consistent with 2025-28 AFSCME CBA and add computer password strength requirements.
July 9, 2025	Section 7.2	Revise to incorporate HB1875 and SB5101 adopted during the 2025 Washington State legislative session.
<u>February 11, 2026</u>	<u>Section 9.10</u>	<u>Update substance abuse policy.</u>

APPENDIX D

LISTING OF EXEMPT AND NON-EXEMPT POSITIONS

LISTING OF EXEMPT & NON-EXEMPT POSTIONS

POSITION TITLE	FLSA DESIGNATION
Accounting Clerk/Utility Technician	Non-Exempt
Accounts Payable/Payroll & Benefits Administrator	Non-Exempt
Accounts Receivable Technician	Non-Exempt
Administrative Assistant	Non-Exempt
Construction Engineer	Non-Exempt
District Engineer/Engineering Manager	Exempt
Engineering Technician/Safety Officer	Non-Exempt
Finance Manager/Treasurer	Exempt
General Manager	Exempt
Maintenance Electrician	Non-Exempt
Maintenance Worker Lead	Non-Exempt
Maintenance Worker I	Non-Exempt
Maintenance Worker II	Non-Exempt
Operations and Maintenance Manager	Exempt
Utility Systems Support Specialist	Non-Exempt
Water Treatment Plant Operator	Non-Exempt

APPENDIX E

LISTING OF UNION AND NON-UNION POSITIONS

LISTING OF UNION AND NON-UNION POSITIONS

POSITION TITLE	UNION DESIGNATION
Accounting Clerk/Utility Technician	Union Member
Accounts Payable/Payroll & Benefits Administrator	Union Member
Accounts Receivable Technician	Union Member
Administrative Assistant	Non-union
Construction Engineer	Union Member
District Engineer/Engineering Manager	Non-union
Engineering Technician/Safety Officer	Union Member
Finance Manager/Treasurer	Non-union
General Manager	Non-union
Maintenance Electrician	Union Member
Maintenance Worker Lead	Union Member
Maintenance Worker I	Union Member
Maintenance Worker II	Union Member
Operations and Maintenance Manager	Non-union
Utility Systems Support Specialist	Union Member
Water Treatment Plant Operator	Union Member

Union members belong to American Federation of State, County and Municipal Employees AFL-CIO (AFSCME). Dues are deducted directly from payroll.

APPENDIX F

SEVEN (7) STEP SQUARED PAY SCHEDULE




2026 LAKE WHATCOM WATER AND SEWER DISTRICT PAY SCHEDULE

JOB CLASSIFICATION	DEPARTMENT	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
DISTRICT ENGINEER/ENG. MANAGER	Exempt	20	65.97	68.61	71.35	74.20	77.17	80.26	83.47
		19	62.83	65.34	67.95	70.67	73.50	76.44	79.49
FINANCE MANAGER/TREASURER	Exempt	18	59.83	62.23	64.72	67.31	70.00	72.80	75.71
OPERATIONS/MAINTENANCE MANAGER	Exempt	17	56.98	59.26	61.63	64.10	66.66	69.33	72.10
CONSTRUCTION ENGINEER	Engineering	16	54.27	56.44	58.70	61.05	63.49	66.03	68.67
		15	51.69	53.75	55.90	58.14	60.47	62.89	65.40
		14	49.23	51.19	53.24	55.37	57.59	59.89	62.29
MAINTENANCE ELECTRICIAN	Operations	13	46.88	48.76	50.71	52.74	54.84	57.04	59.32
WATER TREATMENT PLANT OPERATOR	Operations	13	46.88	48.76	50.71	52.74	54.84	57.04	59.32
MAINTENANCE WORKER LEAD	Operations	12	44.65	46.44	48.29	50.22	52.23	54.32	56.50
		11	42.52	44.22	45.99	47.83	49.75	51.74	53.81
ENGINEERING TECHNICIAN/SAFETY OFFICER	Engineering	10	40.50	42.12	43.80	45.55	47.38	49.27	51.24
AP/PAYROLL/BENEFITS ADMINISTRATOR	Administration	9	38.57	40.11	41.72	43.39	45.12	46.93	48.80
MAINTENANCE WORKER II	Operations	9	38.57	40.11	41.72	43.39	45.12	46.93	48.80
ADMINISTRATIVE ASSISTANT	Administration	8	36.73	38.20	39.73	41.32	42.97	44.69	46.48
UTILITY SYSTEMS SUPPORT SPECIALIST	Operations	8	36.73	38.20	39.73	41.32	42.97	44.69	46.48
MAINTENANCE WORKER I	Operations	7	34.98	36.38	37.84	39.35	40.93	42.56	44.27
ACCOUNTS RECEIVABLE TECHNICIAN	Administration	6	33.32	34.65	36.04	37.48	38.98	40.54	42.16
ACCOUNTING CLERK	Administration	5	31.73	33.00	34.32	35.69	37.12	38.61	40.15
		4	30.22	31.43	32.69	33.99	35.35	36.77	38.24
		3	28.78	29.93	31.13	32.37	33.67	35.02	36.42
		2	27.41	28.51	29.65	30.83	32.07	33.35	34.68
		1	26.11	27.15	28.24	29.37	30.54	31.76	33.03
NOTES:									
1) Squared pay schedule results in 4% between pay steps and 5% between pay grades.									



**AGENDA
BILL
Item 8.A**

**General Manager's
Report**

DATE SUBMITTED:	February 4, 2026	MEETING DATE:	February 11, 2026
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. General Manager's Report 2.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Updated information from the General Manager in advance of the Board meeting.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT
General Manager's Report
Upcoming Dates & Announcements
Regular Meeting – Wednesday, February 11, 2026 – 6:30 p.m.

Important Upcoming Dates

Lake Whatcom Water & Sewer District			
Regular Board Meeting	Wed Feb 25, 2026	8:00 a.m.	Board Room/Hybrid
Employee Staff Meeting	Thu Feb 12, 2026	8:00 a.m.	Board Room/Hybrid Commissioner Carter to attend
Investment Comm. Meeting	Wed Apr 29, 2026	10:00 a.m.	Board Room/Hybrid
Safety Committee Meeting	Thu Feb 19, 2026	8:00 a.m.	Board Room
Lake Whatcom Management Program			
Policy Group Meeting	Wed Jun 3, 2026	3:00 p.m.	City of Bellingham Pacific St Ops Center, 2221 Pacific Street
Joint Councils Meeting	Wed Apr 1, 2026	6:30 p.m.	Bellingham City Hall 210 Lottie Street
Other Meetings			
WASWD Section III Meeting	Tue Feb 10, 2026	6:00 p.m.	Bob's Burgers 8822 Quil Ceda Pkwy, Tulalip, WA
Whatcom County Council of Governments Board Meeting	Wed May 13, 2026	3:00 p.m.	Council of Governments Offices 314 E Champion Street/Hybrid

Committee Meeting Reports

Safety Committee:

- No committee meeting has been held since the last board meeting.

Investment Committee:

- The committee met on January 28; discussion included investment performance and future strategy recognizing anticipated interest rate reductions.

Upcoming Board Meeting Topics

- City of Bellingham wastewater treatment plant capital projects presentation
- 2025-26 Budget amendment
- Commissioner Position No. 3 nomination and appointment
- Records management policy adoption
- Washington State Department of Enterprise Services interagency agreement approval
- Geneva-Division 22-1 Reservoirs Improvements public works contract award

2026 Initiatives Status

Administration and Operations

Water Right Adjudication

- Represent the District in the Water Resource Inventory Area (WRIA) 1 water right adjudication to ensure that its certificated and permitted rights are protected.
The District received the adjudication claim documents in March 2025. District staff and legal counsel are now finalizing claim forms specific to each water right for submittal to Whatcom County Superior Court by the May 1, 2026, deadline.

Water and Sewer Rates Analysis

- With the current multi-year rate structure adopted through 2026, lead the District through a comprehensive review of water and sewer rates with the goal of adopting a new 5-year rate structure prior to development of the 2027-28 biennial budget.
The rate analysis is scheduled to begin Spring 2026.

2027-28 Biennial Budget

- Develop a balanced budget for the 2027-28 biennium.
Budget development is scheduled to begin in Summer 2026 following adoption of a new multi-year rate structure.

Succession Plan

- With several staff retirements anticipated over the next five years, update the District's succession plan.
An update to the succession plan was completed in December 2025.

EUM Assessment/Strategic Plan

- Facilitate the AWWA Effective Utility Management assessment with board and staff and perform an update of the District's 6-year strategic business plan based upon the outcome of the EUM assessment.
The EUM assessment is scheduled for Spring 2026.

APWA Accreditation

- Continue work towards multi-year effort to gain American Public Works Association accreditation.
The accreditation team is reviewing/completing the 273 accreditation practices applicable to the District (106 practices have been completed to-date).

Emergency Response/System Security/Safety

Emergency Readiness

- Continue use of Whatcom County Department of Emergency Management services to hold tabletop and/or field emergency response exercises.
2026 emergency response exercises will be scheduled for Fall 2026.

AWIA Compliance

- Complete an update to the District's facility risk assessment in compliance with the American Water Infrastructure Act of 2018 (AWIA) deadline of June 30, 2026.
District staff have initiated risk assessment activities.

- Complete an update to the District's emergency response plan in compliance with the AWIA deadline of December 31, 2026.

Update of the District's ERP will be initiated following completion of the facility risk assessment update.

Safety Program Update

- Continue systematic review and revision of District's safety programs by updating nine programs in 2026.

Staff are reviewing the hearing conservation, personal protective equipment, and office safety programs.

L&I START Program

- Initiate a multi-year effort to obtain District certification through the Washington State Department of Labor & Industries Safety Through Achieving Recognition Together (START) program.

A risk management assessment by L&I is scheduled for February 11.

Community/Public Relations

General

- Website

The District's web content is reviewed and updated on a regular basis.

- Social Media

Posts are made to District Facebook, LinkedIn, and Nextdoor pages regularly; Nextdoor is also regularly monitored for District-related posts.

- Press Releases

A press release was issued on January 30 (Commissioner Ford resignation).

Intergovernmental Relations

- J Clary and R Munson attended a kick-off meeting on January 28 associated with update of the Whatcom County Natural Hazards Mitigation Plan.

- J Clary is scheduled to attend the WASWD membership committee and Section III meetings on February 10.

Lake Whatcom Water Quality

Lake Whatcom Management Program

- Participate in meetings of Lake Whatcom Management Program partners.

J Clary attended the policy group meeting on February 4.