

# CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Sean Kelly  
Donna Michelson • Vince Cavaleri • Mike Todd • Mark Bond

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the City Clerk at (425) 921-5776 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

**Next Ordinance No.** 2017-821

**Next Resolution No.** 2017-568

**August 7, 2017**  
**City Council Special Meeting**  
**6:00 PM**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **AUDIENCE COMMUNICATION**

- A. Public comment on items on or not on the agenda

## **NEW BUSINESS**

- B. Approval of 2017-2020 Collective Bargaining Agreement Between the City of Mill Creek and AFSCME  
(*Rebecca C. Polizzotto, City Manager*)
- C. Adoption of Pay and Classification Plan for Non-Represented and AFSCME Employees  
(*Rebecca C. Polizzotto, City Manager*)

## **CONSENT AGENDA**

- D. Extension of City Manager's Contract
- E. Approval of Checks #57267 through #57329 and ACH Wire Transfers in the Amount of \$1,087,890.50  
*(Audit Committee: Councilmember Kelly and Councilmember Michelson)*
- F. Payroll and Benefit ACH Payments in the Amount of \$212,172.94  
*(Audit Committee: Councilmember Kelly and Councilmember Michelson)*

**AUDIENCE COMMUNICATION**

- G. Public comment on items on or not on the agenda

**ADJOURNMENT**



Agenda Item # B  
Meeting Date: **August 7, 2017**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM:**    **APPROVAL OF 2017-2020 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILL CREEK AND AFSCME.**

**ACTION REQUESTED:** Motion to authorize the City Manager to execute the collective bargaining agreement by and between the City of Mill Creek and the City of Mill Creek Local of the Washington State Council of County and City Employees affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO for the period January 1, 2017 through December 31, 2020 and to take all actions necessary to effectuate the provisions of said contract.

**KEY FACTS AND INFORMATION SUMMARY:**

The most recent collective bargaining agreement between the City of Mill Creek and the City of Mill Creek Local of the Washington State Council of County and City Employees affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) expired on December 31, 2016. The parties have negotiated a successor agreement for the period 2017-2020. The successor agreement retains the material provisions of the prior agreement except for the following material changes:

- The IT Director’s classification is reclassified to IT Manager and included in the bargaining unit.
- The City Manager’s Executive Assistant is classified as a confidential employee and excluded from the bargaining unit.
- Customer Service Representatives working more than one-sixth (1/6) the hours of full-time employees will be included in the bargaining unit.
  - Existing part time customer services representatives brought into the bargaining unit will have seniority determined based on date of hire.
  - Part time customer service representatives are not guaranteed a fixed number of hours – their work schedule will be variable based upon service demand.
- Sick leave will no longer be counted as “hours worked” for purposes of calculating overtime.

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- Wage increases for the duration of the contract are as follows:
  - 2017 Wages – 2.0% wage increase
  - 2018 Wages – 2.25% wage increase
  - 2019 Wages – 2.25% wage increase
  - 2020 Wages – 2.25% wage increase
  
- Health Insurance
  - Effective January 1, 2018, the City will move employees to their choice of two health plans: (1) AWC HealthFirst 250, and (2) AWC High-Deductible Health Plan (HDHP) with optional health savings account (HSA). AWC Dental and vision plans shall remain unchanged.
    - Employees who select the AWC HDHP + HSA option will receive 50% of the premium cost-savings from AWC HealthFirst 250, based on the coverage tier enrolled (*e.g.* employee only, employee + 1, employee +2), deposited into their HSA account on a monthly basis. Total deposits for each year shall not exceed the IRS maximum for HSA contribution limits. To earn the HSA deposits, the employee and spouse/dependents must actually be enrolled in the HDHP option. If an employee enrolls in the HDHP option and declines coverage for spouse/dependents, no HSA contributions will be made for spouse/dependents. Employees are responsible for all administrative fees charged by the HSA administrator.
  
  - The definition of dependent children is changed from “up to and including age of 26” to “as defined by the Affordable Care Act or other applicable body of federal law.”
  
  - Premium savings will continue to be offered only to those “grandfathered” employees hired on or before the date of contract ratification. Effective January 1, 2018, the Section 125 premium savings offered to employees who decline coverage will be based on AWC HealthFirst 250.
  
  - The following limits will apply to Section 125 expenditures:
    - Employees will no longer have the option of using cash to purchase an individual policy (per health insurance marketplace reforms).
  
    - Employees will no longer have the option of MEBT contributions (due to additional tax liability incurred by City).
  
    - Employees/spouses/dependents who waive enrollment in the City’s health insurance plans will need to provide, on an annual basis, proof of enrollment in another employer’s group health plan. (Per ACA, Medicare and TRICARE).

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- Employees may opt-out of the City's insurance plans only if the City is able to maintain the required participation thresholds set by the City's insurance carriers. Employees may not decline vision insurance coverage. If and when the minimum participation thresholds are reached, the opportunity to decline coverage will be extended to employees on the basis of seniority at the City.
- The boot allowance for applicable employees will be increased from \$200 to \$250 per year.
- The City will limit its use of interns to 480 hours per intern per 12 month period. The City will pay AFSCME a service fee of \$75 per intern.
- The City and Union agree to form a labor management committee to meet on a regular basis to provide a forum for communication between the parties.

**CITY MANAGER RECOMMENDATION:** The City Manager recommends approval of the proposed contract between the City of Mill Creek and AFSCME for the contract period 2017-2020.

**ATTACHMENTS:**

- Contract

Respectfully Submitted:



Rebecca C. Polizzotto  
City Manager

January 1, ~~2013-2017~~ through December 31, ~~2016~~2020

**AGREEMENT**

Between

**THE CITY OF MILL CREEK**

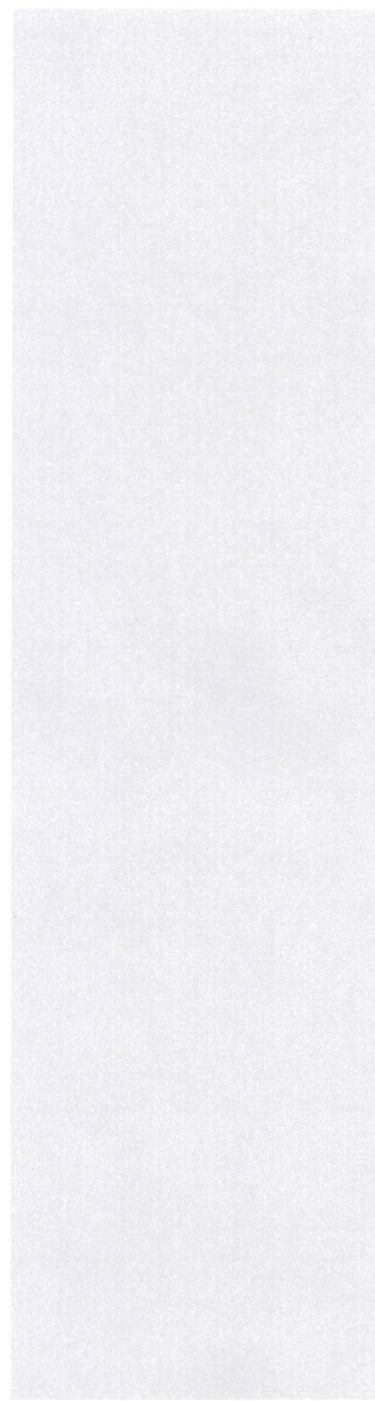
And

**WASHINGTON STATE COUNCIL**

Of

**COUNTY AND CITY EMPLOYEES**

**AFSCME/AFL-CIO**



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**DEFINITIONS**

**Anniversary Date:** The anniversary of an employee's hire, transfer, demotion, or promotion date. The anniversary date may change as a result of leave without pay.

**City:** The City of Mill Creek

**Classification:** Positions sufficiently similar in duties, authority, and responsibility to permit: (1) grouping under a common title; (2) the application of common standards of selection; and (3) a common compensation rate.

**Employee:** All persons subject to this labor agreement as outlined in Article 2.

**Employer:** The City of Mill Creek

**Hire Date:** The month, day and year of hire.

**Layoff:** A non-disciplinary termination of an employee due to the *City's* financial position or a change in the need for which the position held was created.

**Leave:** An authorized absence from regularly scheduled work hours.

**Promotion:** A change in assignment to a position in a higher salary range.

**Resignation:** A voluntary separation from employment with the *City*.

**Separation:** Discontinuation of the employment relationship regardless of reason.

**Termination:** Involuntary separation of an employee from employment with the *City*.

**Transfer:** A change from a position in one classification to another position within the same classification, whether intra-departmental or inter-departmental.



**PREAMBLE**

This Agreement is made and entered into by and between the City of Mill Creek, referred to as the Employer and The City of Mill Creek Local of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union.

**ARTICLE 1 - WARRANTY OF AUTHORITY**

**Section 1.1** The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of R.C.W. 41.56 [Public Employees' Collective Bargaining] to collectively bargain on behalf of the organizations which they represent.

**ARTICLE 2 - UNION RECOGNITION**

**Section 2.1** The City recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO as the exclusive representative for all regular full-time and regular part-time Employees of the City of Mill Creek, excluding supervisors, department directors, confidential employees, and commissioned police officers. This definition is set forth in PERC Case 14722-E-99-2454, dated October 28, 1999. All other City employees shall be excluded from the bargaining unit.

**Section 2.2** The Union shall be notified of any newly created positions in the City that are not recognized by other bargaining units.

**Section 2.3** Interns are defined as high school students, post-secondary students, or those individuals seeking work experience in furtherance of defined professional goals.

Interns shall be considered temporary employees for purposes of duration limits, in no case will an intern exceed 480 hours in a 12 month period. For paid internships, the City shall set the appropriate rate of pay. Interns shall not be used to displace bargaining unit employees or to fill vacant positions in the bargaining unit, provided, however, that the City may continue an internship while filling a vacant position in the same Department.

For paid interns, the City shall pay a service fee of seventy-five dollars (\$75.00) to the Union for the duration of the internship.

Prior to an intern being utilized within the bargaining unit, the City shall notify the Union President in writing of the name of the intern, whether the internship is paid or unpaid (and, if paid, the hourly wage), the Department(s) in which the intern will be assigned to, and the expected start/end dates. Where possible, the City will provide at least one (1) week notice of an intern's start date.

**ARTICLE 3 - UNION SECURITY**

**Section 3.1** Subject to the provisions of this Article and in compliance with federal and state law, it shall be a condition of this Agreement that all employees of the Employer covered by this Agreement shall within the first thirty (30) days of employment become and remain members in good standing, subject to the provisions below.

**Section 3.2** In accordance with RCW 41.56.122 [Collective Bargaining Agreements – Authorized Provisions], employees covered by this agreement who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining a union or association shall contribute an amount equivalent to regular union dues and initiation fees, if applicable, to a non-religious charity or to another charitable organization mutually agreed upon by the Employee and the Union. The Employee shall furnish written proof to the Union that such payment has been made. Pending the resolution of any dispute concerning the application of RCW 41.56.122, the amount equivalent to union dues and initiation fees shall be held in an escrow account.

**Section 3.3** Deduction of Union Dues. Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union members and fee payers, ~~once each month~~, from employees and transfer that amount to the Union Business Manager. The Employee shall submit such written authorization to payroll ~~and the Employer, upon receipt, shall issue a signed receipt of such authorization to the employee.~~ The Employer shall transfer Union dues and fees to the Union Business Manager on a monthly basis. The Union shall indemnify, defend and hold the Employer harmless from any and all claims against the Employer arising out of administration of this Article and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the City shall refund directly to the employee any such amount deducted and withheld from earnings. After refunding the employee, the City may notify the Union of the improper deduction and the Union shall refund the City any monies still remaining from the improper deduction.

**ARTICLE 4 - EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION RIGHTS**

**Section 4.1** Leave for Union Official. A Union official who is an employee in the bargaining unit shall be granted time off with pay, subject to approval of the Department Head, while conducting contract negotiations or grievance resolutions on behalf of the employees in the bargaining unit, provided that:

- They notify the City at least forty-eight (48) hours prior to the time off;
- The City is able to properly staff the employee's job duties during the time-off; and
- The wage cost to the City is not greater than the cost that would have been incurred had the Union official not taken time-off.

The Union shall provide the City with an updated list of Union Officials upon an election or other change in Union Official representation.

**Section 4.2** Investigation of Grievances. Union representatives and agents of the Union shall have the right to reasonable access to all facilities of the City wherein the employees covered under this contract may be working. Union representatives and agents of the Union shall not disrupt the operation or normal routine of any department. Meetings or other Union activities may be scheduled and held on City premises, providing that they do not disrupt the operation or normal routine of City operations. All other Union business not specifically covered in this Article shall be conducted during employees' non-duty hours. The City reserves the right to designate a meeting place or to provide a representative to accompany a union officer where operational requirements do not permit unlimited access.

**Section 4.3** Bulletin Board. The City will provide the Union with bulletin board space for the purpose of posting matters relating to official Union business. Otherwise, except as specifically allowed in this Agreement, City vehicles, equipment, and facilities may not be used for Union activities.

**Section 4.4** Electronic Mail. Use of City Computers for E-Mail and Internet Connections Related to Union Business: The following use of City computers for e-mail and internet connections is allowed when such use is de minimis and incidental:

- A) Arranging a meeting with a union official, the Council 2 Representative, or Union members.
- B) For the purpose of interacting with City or Union representatives concerning Union-City business, such as setting dates for City-Union meetings and making inquiries regarding contract applications or the status of grievances.
- C) The uses cited in subsections a and b above may continue only to the extent that they are at no additional cost to the Employer, and are contingent on the continued use of the City computers, internet connection, intranet connection, etc. for other Employer purposes. The content of any and all communications using the Employer computer system is not privileged. All such communication is subject to Public Records Act requests and is subject to Employer review.

#### **ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 5.1** It is agreed that the Employer retains and reserves all power and authority to manage its operations with the sole and unquestioned right and prerogative to operate and direct the employee of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

**Section 5.2** The following management rights and responsibilities are listed below as examples and are not intended as all-inclusive and shall not be construed as limitations on Section 5.1 above:

- A) To plan, direct, control and determine all the operations and service of the Employer;
- B) To recruit, assign, supervise, transfer, promote and direct the workforce, to establish the qualifications for employment and to employ employees;
- C) To schedule and assign work and to design the content of each job;
- D) To establish work and performance standards and the processes by which work is performed and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees;
- E) To assign overtime or not. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest; and
- F) To determine the methods, means, organization and number of personnel by which City operations and services are provided.

**Section 5.3** The Employer will notify the Union 30 days prior to implementation of any changes in operations or services that would result in the termination or layoff of bargaining unit employees. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting out shall not apply to seasonal work and the corresponding use of seasonal or temporary employees.

**Section 5.4** No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer or its officials, including but not limited to the responsibility of the City Manager as Chief Executive Officer of the City for enforcing the laws of the State and City, recommending a biennial budget or directing the proper performance of all executive departments; and the responsibility of the City Council for the enactment of ordinances, the appropriation of monies and final determination of employee compensation.

**Section 5.5** Disciplinary Action. With the exception of probationary employees, all employees shall only be disciplined and/or discharged for just cause, and as outlined in the City's adopted personnel policies.

#### **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

**Section 6.1** Regular Work Week and Schedules. The regular work week shall begin on Monday at 12:01 a.m. and end at 12:00 midnight on Sunday, unless another work week is appropriate.

The work schedule for regular, full-time employees (except Public Works Maintenance Workers, Recreation **Assistants & Tourism Coordinators, Communications & Marketing Coordinators, Customer Service Representatives**, and the Police Support Officers) is five (5) consecutive days, Monday through Friday, of eight (8) consecutive hours

exclusive of a one (1) hour unpaid lunch break unless an alternate work schedule (e.g. 4/10, 9/80) has been approved.

Regular, full-time Public Works Maintenance Workers, Recreation Assistants & Tourism Coordinators, Communications & Marketing Coordinators, Customer Service Representatives, and the Police Support Officers may be required to work Saturdays and/or Sundays, but in all cases the work schedule shall consist of five (5) consecutive days, of eight (8) consecutive hours exclusive of a one (1) hour unpaid lunch break unless an alternate work schedule (e.g. 4/10, 9/80, etc.) has been approved.

The work schedule for regular, part-time employees shall be set by their supervisor and may include work on Saturdays.

A 30 minute unpaid lunch break is allowed with the approval of the employee's supervisor, provided the employee is scheduled to work at least five (5) hours.

The Employer shall notify an-all regular, full-time employees of any change in the employee's work schedule two (2) weeks in advance of any such change. Such schedule changes shall be based on the City's operational needs. It shall be understood that this notice requirement shall not apply to additional shifts necessary as a result of emergencies or unplanned absences projected to last at least four (4) weeks which necessitate the Employer to address essential operation or service needs. The two (2) weeks notice requirement may be voluntarily waived by the employee.

If the City intends to expand regular ongoing service to Sundays, it will provide the Union at least 60 days' written notice, upon which this Article will be reopened to bargain coverage for regular Sunday work shifts.

Part-time Customer Service Representatives are not guaranteed a minimum number of hours per week, and those working below twenty (20) hours per week do not earn annual leave but earn sick leave at the minimum rate required by state law.

**Section 6.2** Overtime. Employees may be required, as a condition of employment, to work overtime when necessary as determined by their supervisor. All overtime worked by non-exempt employees must be authorized in advance unless otherwise authorized by department policy. Overtime opportunities shall be offered evenly to all employees who would normally do the work. Unscheduled hours taken for sick leave, annual leave or floating holiday do not count in the computation of hours worked for purposes of computing overtime hours. Hours taken for annual leave, regular holidays, or floating holidays shall be considered "hours worked" for purposes of calculating overtime. Sick leave is excluded for purposes of calculating overtime. Overtime is hours worked in excess of forty (40) compensated hours in a work week. Part-time employees shall also have overtime considered as hours worked in excess of eight (8) compensated hours in a day, or if their normal shift is in excess of eight (8) compensated hours in a day it shall be any work in excess of their normal shift. Authorized overtime worked is compensated at one and one-half (1-1/2) times the employee's straight time rate of pay.

**Section 6.3** Comp Time. In lieu of overtime pay, an employee may choose to earn compensatory time off at the rate of one and one-half (1-1/2) hours off for each hour of

overtime earned. The use of compensatory time off shall be scheduled by the employee with supervisory or Department Head approval. The maximum accumulation of compensatory time off shall be sixty (60) hours. Any accrual over sixty (60) hours shall be paid as overtime. Exempt employees are not entitled to compensation for overtime worked and, therefore, are not eligible for comp time.

**Section 6.4** Alternative Work Schedules. At the discretion of the City Manager and the Department Director, alternate work schedules may be granted to employees as long as City operations are not adversely impacted by the alternate work schedule. Alternate work schedules are granted on a provisional basis, subject to the operational needs of the department and the service needs of City residents. Any such schedule shall be written and signed by the City Manager, Department Director and employee. Requests by the employee for establishment or modification of alternate work schedules shall be in writing and will be approved, denied or modified by the City Manager and Department Director within ten (10) working days of receipt of the request.

- A) Flexible Work Schedule. A schedule in which an employee, with the approval of the employer, has the ability to vary times of arrival to and departure from the work site consistent with the duties and requirements of the position during the workday or work week while maintaining a forty (40) hour work week.
- B) Compressed/Extended Work Schedule. A fixed work schedule that enables full-time employees to complete the forty (40)-hour work week requirement in other than five (5) consecutive eight (8) hour days as outlined in Section 6.1.

**Section 6.5** Exempt Positions. Employees designated "exempt" under FLSA shall be exempt from overtime and call-back provisions of this contract and shall receive forty (40) hours of Administrative time off as outlined in Appendix A and denoted with an "\*" on the pay plan table in Appendix B. Any future positions shall be subject to the negotiation process specifically regarding whether or not they are excluded from the overtime and call-back provisions of this contract.

**Section 6.6** Call Back. Call back is when, after leaving the workplace, an employee is called back to work without prior notification by his or her supervisor. This call back provision shall not apply to continuation of (either immediately before or immediately after) a normal scheduled shift. The employee shall receive a minimum of 2 hours pay if the work does not exceed two hours. The first two (2) hours of call-back shall be at the time-and-one-half (1.5 x) rate and any time beyond those two (2) hours shall be at the appropriate rate of pay. Calculation of the time worked for purposes of determining when call back pay begins is when the employee reports to the work site.

**Section 6.7** Stand-By. The City reserves the right to establish a standby duty program within defined work units. Standby duty time periods shall be determined by the City. The assigned standby duty period shall be for a minimum of 15 hours unless additional hours are approved by the supervisor. Based on service needs, each department may establish a standby duty roster of qualified personnel who would be available for callback during an emergency situation. Volunteers shall be sought before mandatory assignments are made to the standby duty roster. Standby assignments will be made from the standby duty roster on a rotational basis.

Employees placed on standby duty by the department director, or designee, shall be required to carry a city provided communication device and be able to respond to call back situations without restrictions or impairments within 60 minutes or as weather conditions allow.

Employees assigned to standby by the department director, or designee, shall be compensated at \$2.00 per hour. Standby duty pay shall commence upon the employee's departure from work. Standby duty pay shall cease upon the employee's regularly scheduled time to return to work during the normal five day work period or after 15 hours if the employee is not scheduled to return to work the following day. Standby duty compensation shall be suspended upon callback and the provisions of Section 6.6 of this Article shall prevail.

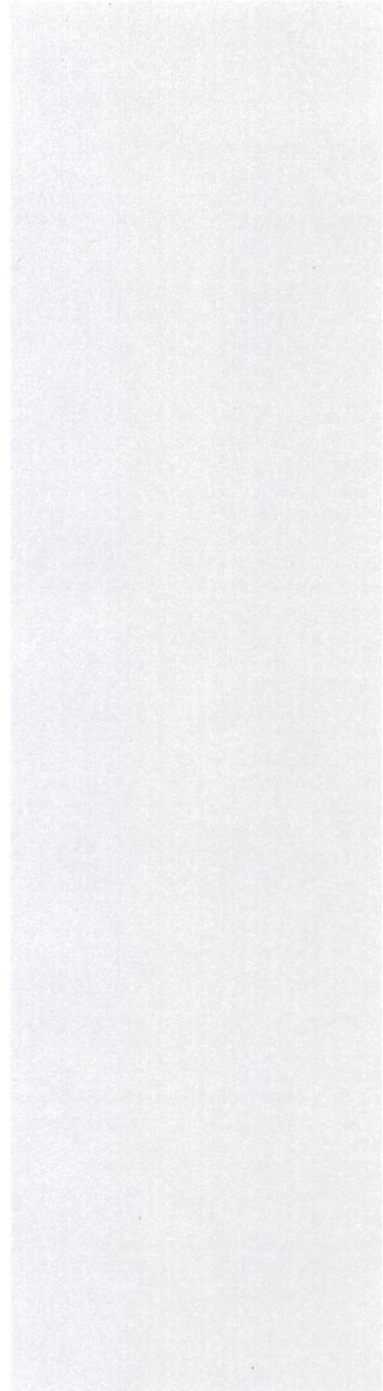
~~**Section 6.8** Inclement Weather. The City reserves the right to close City Hall to the public during an inclement weather event (such as snow, ice, or wind storms) based upon the assessment and discretion of the City Manager, or designee, of current or anticipated local road conditions. In the event of such closure, essential employees, as designated on a case-by-case basis by the City Manager, a Department Director or a supervisor, will be expected to report to work in order to provide important services to the public. Those employees who have not been designated as essential during the City Hall closure will generally be allowed to report to work, as able.~~

~~If an employee who is scheduled to report to work during an inclement weather event is unable to report to work or remain at work for his/her entire scheduled shift due to the weather event, the employee may choose to cover any such missed work hours by: (1) using available annual leave, (2) using compensatory time off, (3) using an available floating holiday, (4) taking the time as approved unpaid leave, or (5) with supervisor approval, making up the time missed within the same pay period as long as the make up hours do not cause the incurrence of overtime pay. If City Hall is open to the public at the time the employee is unable to report to work or remain at work, the employee is expected to provide as much notice as practical to his/her supervisor with an explanation for why the weather event prevents the employee from reporting to or remaining at work.~~

~~In the event the City does not permit an employee to work for all or part of a regularly scheduled shift during an inclement weather event, despite the employee's willingness and ability to report for work, the employee will be paid for such shift without having to use accrued leave, compensatory time, or otherwise make up the missed hours. If an employee is scheduled to be on or has requested to be on leave prior to a City directive to not to report to or not remain at work, that employee's leave will be deducted as previously scheduled or requested.~~

~~The City will establish a procedure for notifying employees regarding inclement weather closures and/or directives to not report to or not remain at work.~~

~~**Section 6.96.8** Emergency Work Shifts. In an emergency the City may implement non-standard work shifts. When an employee reporting to work for their normal shift is sent home prior to the completion of their shift, with the intent to report back to work later,~~



they shall be guaranteed pay for their full shift even if the employee is not required to return to work.

Employees reporting back to work shall receive two (2) hours of straight time pay in addition to their full shift or two (2) hours of straight time in addition to actual hours worked whichever is greater.

**ARTICLE 7 - PAID HOLIDAYS**

**Section 7.1** Holidays. The City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Jr Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Eve Day
- j. Christmas Day

If a holiday occurs on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

**Section 7.2** Payment for Holidays. Employees shall be in a pay status before and after a holiday to be eligible to receive a paid holiday. Employees who are on leave without pay shall not receive compensation for holidays.

Employees shall be paid for holidays observed as they occur. A regular full-time employee shall receive eight (8) hours pay at the employee's straight time rate of pay. Regular part-time employees working at least twenty (20) hours per week and job share employees shall receive holiday pay pro-rated according to the employee's regular hours of work at his/her straight time rate of pay.

In addition to receiving holiday pay as noted above, when the City's operational needs require a non-exempt employee to work on a holiday, the employee shall be paid for all hours actually worked on the observed holiday at one and one-half (1-1/2) times his/her straight time rate of pay or may choose to receive compensatory time at one and one-half (1-1/2) times the actual hours worked. When the City's operational needs require an exempt employee to work on a holiday, the exempt employee shall be allowed to schedule a day off during the same pay period.

**Section 7.3** Floating Holiday. Each January 1<sup>st</sup>, employees are granted the number of floating holidays listed in the below table based upon their years of service with the City.

<b>Years of Service</b>	<b>Floating Holidays</b>
Less than 10	1.0
10 to less than 15	2.0
15 to less than 20	2.5
20 or more	3.0



New employees hired before October 1<sup>st</sup> are granted one floating holiday. New employees whose hire date is October 1st or later do not accrue a floating holiday for that calendar year. The floating holidays must be taken by an employee during the calendar year they are accrued. Floating holidays may not be carried over from one calendar year to the next. Employees will not be paid for unused floating holidays when they separate from their employment with the City. Regular part-time employees working at least twenty (20) hours per week and job share employees shall receive floating holidays pro-rated according to the employee's regular hours of work.

**ARTICLE 8 - ANNUAL LEAVE**

**Section 8.1** Leave Accrual. Annual leave shall be granted to all regular full-time employees and, on a pro-rated basis, to regular part-time and job share employees. Annual leave is accrued twice monthly on the last working day of the pay period (no annual leave is accrued if the employee separates from employment prior to the last working day of the pay period).

Regular part-time employees and job share employees shall accrue annual leave benefits on a pro-rated basis according to the regularly-scheduled hours in a work week. Employees who are granted paid leave shall continue to accrue annual leave at the indicated rate during such absence. Annual leave accrual shall be adjusted for any change in an employee's work schedule anticipated to last more than two (2) calendar weeks. Subject to the restrictions set out in Section 8.2, paid annual leave will be granted to all regular full-time, regular part-time, and job share employees according to the following schedule.

**Accrual Table:**

<u>Length of Continuous</u>	<u>Annual Accrual (Days)</u>	<u>Annual Accrual (Hours)</u>
0-5 Years of Service	12	96
6-10 Years	16	128
11-13 Years	19	152
14-16 Years	20	160
17-20 Years	21	168
20+ Years	22	176

**Section 8.2** Carryover of Annual Leave. The maximum number of annual leave hours which may be carried over from December 31 of one year to January 1 of the next year is two hundred (200) hours. Under certain circumstances and with the approval of the City Manager, employees may be permitted to carry over more than two hundred (200) hours of annual leave.

**Section 8.3** Use of Annual Leave. Annual leave is intended to provide the employee with a period of relaxation away from work. After one (1) year of employment, employees shall take a minimum of five (5) days of annual leave per calendar year.

Annual leave shall be taken at times mutually agreeable to the employee and supervisor or department manager. If there is a conflict between employees in requests for leave, the leave shall be granted to the employee first requesting it. If requests are received at the same time, the employee having the greatest overall seniority within the bargaining unit shall be granted the time off. Employees may submit leave requests within twelve (12) months of the first day of the requested leave.

Employees are responsible for planning their annual leave and submitting their annual leave request to their supervisor well in advance of the time requested. If the reasons given for annual leave would qualify an employee for Family and Medical Leave, the employee's leave request will be governed by applicable state and federal law(s), and the Family and Medical Leave Act. No annual leave time will be paid without the corresponding number of hours taken as time off, unless the employee is unable to take the vacation during the year accrued because their annual leave request has been denied due to the demands of the City workload. In this event, employees may be paid up to forty (40) hours accrued annual leave with approval of the City Manager.

**Section 8.4** Cash Payment Upon Separation. Upon separation of an employee by resignation, layoff, termination, or death, the employee or beneficiary thereof, shall be paid for unused annual leave at the rate being paid at the time of separation, excluding temporary assignment rates of pay.

**Section 8.5** Employees in Trial Period. Employees in their trial period may take accrued annual leave, in accordance with Section 8.3, as accrued.

**Section 8.6** Donation of Annual Leave. In accordance with City Resolution 91-135, Employees may donate a portion of their accrued annual leave to a fellow City employee who is suffering from, or has an immediate family member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment with the City. Donation of accrued annual leave will be implemented per City Resolution No. 91-135.

#### **ARTICLE 9 - SICK LEAVE**

**Section 9.1** Introduction. Employees are expected to be able to work their regularly scheduled hours. The City discourages excessive use of sick leave, and employees who abuse sick leave may be subject to disciplinary action. Employees may use accrued sick leave during their trial period.

**Section 9.2** Sick Leave. Sick leave with pay for full-time regular employees shall be accrued at the rate of eight (8) hours per month, ~~on the last working day of the pay period.~~ **Sick leave may be used when accrued.** No sick leave is accrued if the employee separates from employment prior to the last working day of the pay period. Regular part-time employees and job share employees shall accrue sick leave benefits on a pro-rated basis according to the regularly-scheduled hours in a work week. Any sick leave accrued but unused in any year shall be accumulated for succeeding years up to a maximum of 1,040 hours, or six (6) months. Employees who are granted paid leave shall continue to accrue sick leave at the indicated rate during such absence.

Sick leave accrual shall be adjusted for any change in an employee's work schedule anticipated to last more than two (2) calendar weeks. If the City changes the sick leave accrual system, it agrees to bargain the changes with the Union.

**Section 9.3** Use of Sick Leave. An employee eligible for sick leave with pay should be granted such leave for the following reasons:

- A) Illness or physical incapacity of the employee;
- B) Forced quarantine of the employee in accordance with community health requirements;
- C) Employee health care appointments;
- D) Extension of bereavement leave;
- E) To care for the employee's child because the child has a health condition that requires treatment or supervision;
- F) To care for the employee's spouse, registered domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition; or
- G) When an employee is eligible under the Family Medical Leave Act to take bonding leave to bond with his or her child that was born or adopted within twelve (12) months of the use of such leave, up to 160 hours of accrued sick leave may be used concurrently with approved FMLA bonding leave even if the employee's child or spouse does not have any health condition requiring treatment, supervision or care.

To request sick leave, an employee shall inform his/her supervisor or department director and indicate the reason for the leave as noted above. For absences in excess of three (3) days or where there is a documented concern of sick leave abuse, the supervisor or department manager may require the absent employee to obtain a physician's statement. Prior to the employee returning to work, the City Manager may require a written release from the employee's physician attesting to the employee's ability to return to work. Failure to give proper notice or to obtain a physician's statement may be cause for denial of sick leave pay for the period of absence. If the reasons given for sick leave would qualify an employee for Family and Medical Leave, the employee's leave request will be governed by applicable state and federal law(s), and the Family and Medical Leave Act.

**Section 9.4** Advance Sick Leave. Advance sick leave may be granted by the City Manager to employees who have at least two (2) years' continuous service with the City and who have used all accrued paid leave. Advance sick leave may be granted only in cases of serious illness or injury. Advance sick leave may not extend for more than twelve (12) consecutive working days. The employee shall reimburse the City for sick leave if the employee does not return to work for a period of time sufficient to cover the sick leave advanced.

**Section 9.5** Cash Out of Sick Leave. Except for as otherwise provided by this Section, employees have no vested rights in accrued sick leave at the time of their separation. Employees with ten (10) or more years of continuous service for the City at the time of their separation and employees with non-continuous service totaling the equivalent of fifteen (15) or more years of service for the City at the time of their

separation shall be paid the lesser of 200 hours or twenty-five percent (25%) of their accrued sick leave balance.

**ARTICLE 10 - BEREAVEMENT LEAVE**

**Section 10.1** Upon the death of a member of the employee's immediate family, and with the approval of the City Manager or his/her designee, an employee may use a maximum of three (3) days of bereavement leave. In the event the employee needs to travel out of state to attend a funeral, leave may be allowed up to five (5) days, however, the first and fifth day shall be charged to sick leave, annual leave or leave without pay. Bereavement leave may be granted during an employee's trial period with supervisor's approval. Employees may take reasonable additional time off for bereavement leave by using accumulated compensatory time off, administrative time off, or annual leave time.

**Section 10.2** Upon the death of a coworker at the City, an employee may use up to one (1) day of bereavement leave to attend services occurring during the employee's normally scheduled work day.

**Section 10.3** The definition of the "immediate family" for use of bereavement leave shall be as follows:

Employee's spouse or registered domestic partner, child, parent, brother, sister, guardian or grandparent, grandchildren, aunt, uncle, or any of the above relations of the employee's spouse or domestic partner; or any other person residing with or legally dependent upon the employee. Unusual circumstances may receive individual consideration by the City Manager.

**ARTICLE 11 - COURT LEAVE**

**Section 11.1** Employees called for jury duty shall receive full pay for the time served provided that they assign monies received for jury duty to the City and provided that they return to work on any day they are excused from service.

**Section 11.2** Employees subpoenaed for judicial proceedings in a public sector employment-related matter, and acting in their official capacity as a city employee or for a previous public sector employer, shall be paid per normal payroll procedures straight time for time spent up to eight (8) hours per day, then one and one-half (1-1/2) times their regular rate of pay for any additional time spent that day. Employees shall remit any compensation given to them by another entity for their service under this section.

**Section 11.3** On any day that an employee is released from jury duty or as a witness in an employment-related matter and four or more hours of the employee's scheduled work day remains, the employee must notify his/her supervisor and report to work if requested to do so.

**Section 11.4** In the event that a City employee is subpoenaed as an expert witness in a matter in which the City is not a party, the City shall be reimbursed, in advance, for

that employee's time. Alternatively, the employee may request annual leave or leave without pay for the time spent away from work.

**ARTICLE 12 - LEAVES OF ABSENCE**

**Section 12.1** The City agrees to comply with federal and state laws pertaining to family medical leave, military leave, leave for spouse of deployed military personnel, and domestic violence leave.

**Section 12.2** Leaves of absence without pay may be granted at the discretion of the City Manager for good cause. Prior to leave without pay being granted, all annual leave time, compensatory time off, holiday bank hours, and the floating holiday must be exhausted. If the leave is for medical reasons, accrued sick leave must also be exhausted. At any time during the leave of absence, for good cause or to maintain the efficiency or effectiveness of the department, the City Manager may require the employee to return to work. No annual or sick leave benefits or any other benefits shall accrue, or be paid, while an employee is on leave without pay. An employee on an approved leave of absence without pay may continue their health insurance benefits by paying the full premium cost to the City in advance for each month of absence.

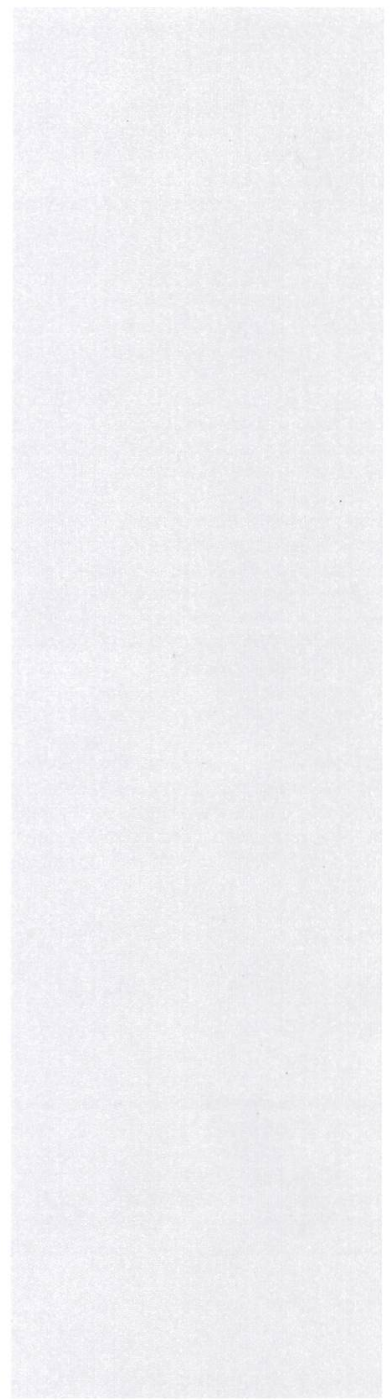
**ARTICLE 13 - DISABILITY LEAVE**

**Section 13.1** Non-Job Related Illness or Injury. When an employee is off due to a non-job related illness or injury, the employee shall first use accrued sick leave, compensatory time off, floating holiday, and/or annual leave. During this time of leave with pay, the employee continues to earn paid leaves and receive benefits under this policy. Thereafter, and for a period not to exceed six (6) months from the first day off due to such illness or injury, the employee shall be placed on a "leave without pay" status. Upon completion of the sixth (6<sup>th</sup>) month, the employee's rights, benefits, and employment shall cease unless the medical leave of absence without pay or benefits is extended by the City Manager pursuant to the City's Personnel Policies

**Section 13.2** In the event of a job-related injury or illness to the employee which is approved as a claim by Washington State Labor and Industries (L & I), the employee may at the employee's option:

- A) Be placed on unpaid leave status and accept L & I time loss compensation check(s), or
- B) Be placed on sick leave and accrued sick leave (or if insufficient sick leave, then other paid leave) shall be utilized, and employee shall sign over all time loss compensation check(s) to the city. The city will then buy back the employee's sick leave based on the employee's regular hourly rate of pay.

**If available, to help facilitate a return to work, the City may offer a light-duty assignment to an employee recovering from a job-related injury or illness. Employees who refuse a light-duty assignment may forfeit their L&I time loss compensation.**



**ARTICLE 14 - CLASSIFICATION AND WAGE ADMINISTRATION**

**Section 14.1** Employees are paid based upon a step system. The wages, salaries and job classifications are depicted in Appendix "B". ~~On January 1, 2013, current employees will be placed in the next step higher than their base pay was on December 31, 2012, provided that each employee's base pay will be increased a minimum of 1.66% from his or her December 31, 2012 base pay.~~ Employees with an acceptable annual performance review ~~composite rating of 3.0 or better~~ will move to the next higher step within their grade on their anniversary date – unless the employee has already reached the last step within the grade. An acceptable annual performance review indicates the employee has met the minimum standards of the assigned position. Any employee who does not meet or exceed the City's minimum performance standards as of the time of their anniversary date will move to the next step upon the date his or her supervisor determines in writing that he or she has improved his or her level of performance to meet standards. No retroactive pay increase will be given to such employees.

**Section 14.2** Wage Increases. The parties agree to the following wage increases during the term of this Agreement:

January 1, 2017 – 2.00% wage increase.

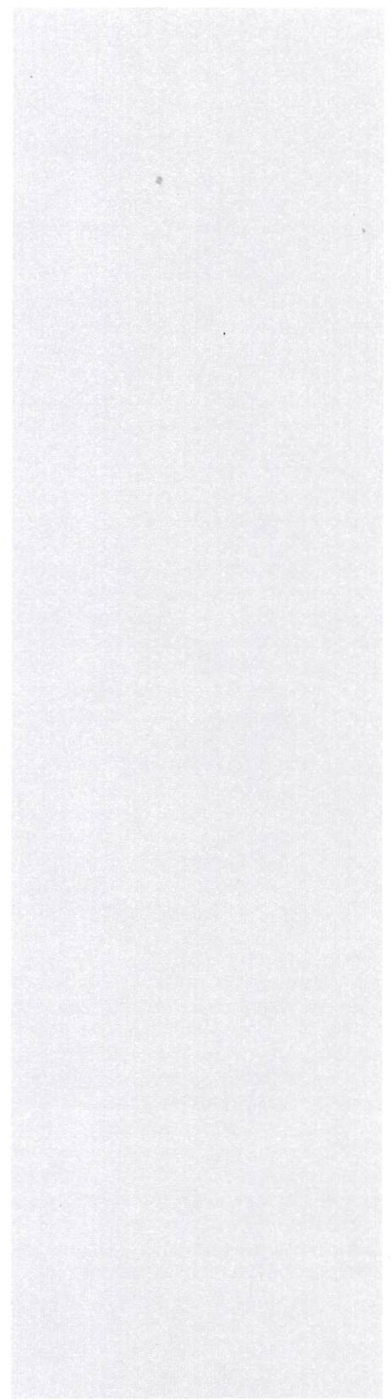
January 1, 2018 – 2.25% wage increase.

January 1, 2019 – 2.25% wage increase.

January 1, 2020 – 2.25% wage increase.

~~On January 1, 2014, January 1, 2015, and January 1, 2016, the pay for each step in each grade will be adjusted by a percentage equal to the average of adjustment to wages for non-police or fire unions in comparable cities and the change in the CPIW-Seattle Area, First Half Index ("CPI"). Comparable cities must be located within the counties of Skagit, Snohomish, King, Pierce and Thurston, have a population as determined by the Washington Office of Financial Management within twenty-five percent (25%) of Mill Creek, and have a per capita assessed valuation for property tax purposes within fifty percent (50%) of Mill Creek. Contract cites are excluded from the comparable list. A list of the comparable cities as of 2012 for this contract is included in Appendix C. The average adjustment of wages for the comparable cities will be determined from the most recent AWC salary survey as of September 30<sup>th</sup> of the prior year. For purposes of averaging, the CPI change will be given the same weight as one of the listed cities.~~

**Section 14.3** No pyramiding or double application of City Personnel Policies or Sections and/or Articles of this Agreement shall be permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Agreement. All shift trading or on-call changes shall be approved in advance by the Employer so as not to require overtime costs. The terms of this Agreement shall not constitute any guaranteed hours of work.



**Section 14.4** Longevity Premium. Longevity premiums shall be awarded based on years of service as an employee of the City of Mill Creek and an acceptable annual performance review. Longevity premiums are paid beginning with seven (7) years of completed service. An acceptable annual performance review indicates the employee has met the minimum standards of the assigned position. Performance standards used to evaluate employees will be outlined in performance review documents provided to employees for their assigned positions. The City agrees to notify the Union of any changes to performance review standards and agrees to bargain the impacts. Longevity premiums shall be paid as follows:

<u>No. Years</u>	<u>Pay Premium</u>
<u>&gt; 7</u>	<u>2.0%</u>
<u>&gt; 10</u>	<u>3.0%</u>
<u>&gt; 15</u>	<u>4.0%</u>
<u>&gt; 20</u>	<u>5.0%</u>

All longevity premiums are calculated on an employee's base salary and are not cumulative.

If an employee fails to receive an acceptable annual performance review for their assigned position, the longevity premium will expire and the employee will be provided objective feedback as to improve their performance. If, at the employee's subsequent annual evaluation, the employee receives an acceptable annual performance review, proceeding forward the employee shall receive the longevity premium according to the above schedule.

An employee shall receive a longevity premium provided they met all of the following criteria:

A. Have met a the minimum standards of the assigned position by receiving an overall employee performance score of 3.0 or greater on their most current performance evaluation, and

B. Have been employed by the City of Mill Creek for a minimum of seven (7) years.

All longevity premiums are calculated on the employee's base salary and are not cumulative. Longevity premiums shall be awarded based on years of service as an employee of the City of Mill Creek according to the following schedule:

<u>No. Years</u>	<u>Overall Employee Performance Score</u>		
	<u>4.0 – 5.0</u>	<u>3.0 – 3.99</u>	<u>&lt; 3.0</u>
<u>&gt; 7</u>	<u>2%</u>	<u>1%</u>	<u>0</u>
<u>&gt; 10</u>	<u>3%</u>	<u>1.50%</u>	<u>0</u>
<u>&gt; 15</u>	<u>4%</u>	<u>2%</u>	<u>0</u>
<u>&gt; 20</u>	<u>5%</u>	<u>2.50%</u>	<u>0</u>

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~~If the employee fails to meet the minimum standard of 3.0 for their assigned position, the longevity premium will expire. If, at the employee's subsequent annual evaluation, the employee meets the minimum standards and requirements of the position, then the employee shall receive the longevity premium according to the above schedule.~~

**ARTICLE 15 - INSURANCE AND OTHER BENEFITS**

**Section 15.1** Health Benefits. The City will provide to bargaining unit members the following health benefits:

- A) ~~From January 1, 2017 through December 31, 2017,~~ Regence Blue Shield AWC Healthfirst Plan, Washington Dental Services Plan F, Vision Service Plan Full Family \$10 deductible, offered through the Association of Washington Cities.

~~From January 1, 2018 onward, Regence Blue Shield AWC Healthfirst 250 Plan, offered through the Association of Washington Cities. Dental and vision coverage shall remain unchanged.~~

~~Effective January 1, 2018 onward, employees also have the option of selecting the AWC High-Deductible Health Plan (HDHP) with optional Health Savings Account (HSA). Employees who select the HDHP with HSA option shall receive 50% of the monthly premium cost-savings from AWC Healthfirst 250, based on the coverage tier enrolled (e.g., employee only, employee + 1, employee + 2), deposited into their HSA on a monthly basis. Total deposits for each year shall not exceed the IRS maximum for employer HSA contributions. To qualify for the HSA deposits, the employee and eligible spouse/dependents must actually be enrolled in the HDHP option. If an employee enrolls in the HDHP option and declines coverage for spouse/dependents, no HSA contributions will be made for the spouse/dependents. Employees are responsible for all administrative fees charged by the HSA administrator.~~

- B) Standard Insurance. Policy No. 600156, Life, AD & D, Survivor Life, and Long Term Disability.

**Section 15.1.1** Health care insurance may only be purchased in full month increments. New employees are eligible for coverage on the first day of the calendar month following employment. However, employees hired on the first day of the calendar month shall be eligible for health care coverage immediately.

**Section 15.1.2** When an employee is separated from employment with the City the City will pay its portion of the premium cost through the end of the month of separation.

**Section 15.1.3** Insurance Premiums for Full-Time Regular Employees. The city shall contribute 100% of the premium for Washington Dental Service Plan F for both employee and dependent premiums. The City shall contribute 100% of the premium for the employee's vision insurance, and 100% percent of the premium for dependents' vision insurance and 90% of the premium for employee's medical insurance and 90% of the premium for the dependents' medical insurance. Dependent children shall be



eligible for coverage up to and including age of 26 as defined by the Affordable Care Act or other applicable body of federal law.

Regular part-time employees who work at least 20 hours per week are eligible to purchase medical, dental and vision insurance on a pro-rated basis based upon their FTE equivalency, provided that the City will contribute 100% of vision insurance premiums and for all other premiums a minimum of what the City would contribute for a 0.75 FTE equivalent position. In the event any insurance plan identified herein becomes unavailable to the City and its employees, the Parties agree to negotiate a change in insurance plans and premiums

**Section 15.1.3.1** The City will provide employees with a Section 125 plan that allows for any premium payment made in accordance with that plan to be made on a pre-tax basis. An employee who chooses not to purchase health insurance benefits for themselves or their eligible dependents may receive payment of 50% of the amount that the City would have contributed towards dependent health insurance for use as flexible benefit dollars ("premium savings"). Flexible benefits include legally accepted Section 125 expenditures, ~~alternative insurance coverage, MEBT contribution,~~ or deferred compensation contributions. Premium savings offered to employees who choose not to purchase health insurance benefits for themselves or their eligible dependents is available only to "grandfathered" employees hired by the City on or before August 1, 2017. "Grandfathered" employees who decline to purchase health insurance benefits for themselves or their eligible dependents in exchange for premium savings must furnish written proof, on an annual basis, of enrollment in other group health coverage. Premium savings are not provided to employees who decline coverage because another eligible spouse/dependent is employed by the City. Effective January 1, 2018, premium savings shall be based on the savings from AWC Healthfirst 250.

Employees may choose during the City's open enrollment period whether they will waive insurance coverage for eligible dependents. Re-enrollment to City coverage can be accomplished during the open enrollment period or immediately if other coverage is terminated, as provided in City coverage re-enrollment contracts. Upon re-enrollment, dollars premium savings offered to "grandfathered" employees will be reduced or eliminated accordingly.

Employees may decline to purchase health insurance benefits only if the City is able to maintain the required participation thresholds set by the City's insurance carrier. Employees may not decline vision coverage. If and when the minimum participation thresholds are reached, additional opportunities to decline coverage will be extended to employees on the basis of seniority at the City.

**Section 15.2** Municipal Employees' Benefit Trust. To be administered in accordance with federal laws and the MEBT plan document

**Section 15.3** Deferred Compensation Plan. Employees may defer a portion of their taxable income into a deferred compensation plan which is subject to federal rules and regulations governing deferral limits, tax liability and restrictions on withdrawals.

**Section 15.4** State Retirement Program. Employees working in PERS eligible positions are required to participate in the Public Employees' Retirement System (PERS) as long as their compensated hours continue to qualify them for service credit under the appropriate plan. Participating employees shall pay any required amounts towards the contribution costs by means of a payroll deduction.

**ARTICLE 16 – SENIORITY, REDUCTION-IN-FORCE, LAYOFF**

**Section 16.1** A seniority list shall be adopted by reference. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be the length of the employee's continuous service with the Employer as a regular employee since the employee's most recent date of hire. Seniority shall continue to accrue during a period of approved, unpaid leave not exceeding sixty (60) consecutive days. The seniority date is subject to adjustment by the City for all other unpaid breaks in service. Length of service as a temporary employee shall not be included in the determination of an employee's seniority with the department.

**Section 16.2** When the City has determined to layoff an employee through a reduction or elimination of a position, the employee to be laid off shall be the employee within the same job classification who has the least seniority as defined above. However, if any employee within the same job classification has a history of sustained discipline equivalent to a written reprimand or greater in the previous 36 months, the City reserves the right and discretion to layoff such employee regardless of seniority. That employee shall not have any bumping rights under section 16.3.

**Section 16.3** An employee laid off may bump another employee in the same or a lower classification in the bargaining unit provided the employee being laid off has occupied the job for the City previously, meets the current minimum job qualifications, and has greater seniority than the employee being bumped. The employee bumped under this language shall be considered laid-off and will be subject to Sections 16.2 and 16.3.

**ARTICLE 17 – VACANCIES AND TRIAL SERVICE**

**Section 17.1** The initial trial service period normally shall be twelve (12) months which is an integral part of the examination and selection process and during which an employee may be terminated with or without cause without any recourse under this agreement. Employees who have been transferred or promoted who do not satisfactorily meet the performance standards of the new position within the first six months shall be returned to their former position, if vacant, or to a vacant position in the same classification if such position exists. Employees who have been transferred or promoted are subject to discipline up to termination under the same terms as any employee outside of a trial period.

Trial (probationary) service periods for members of the bargaining unit that fall under the provisions of City of Mill Creek Civil Service Commission shall be subject to trial (probationary) service periods established in the Civil Service Rules and Regulations.

**Section 17.2** All bargaining unit positions that are going to be filled, shall be posted internally for at least six (6) working days to allow any interested employees in the bargaining unit to apply. All employees in the bargaining unit who apply for a vacancy and who meet the minimum qualifications shall be granted an interview for the position.

**ARTICLE 18 – GRIEVANCE PROCEDURE**

**Section 18.1** Grievance or Dispute over Provisions of Agreement. A procedure is hereby established as a means to resolve grievances. Grievance shall be defined as a claim or dispute by an employee or group of employees with respect to a violation of the express provisions of this Agreement. Employees who are still in their initial trial period are not eligible to grieve an extension of their trial period or their discharge.

For civil service positions, grievances involving disciplinary actions may be made either as provided in this Article or through the civil service appeals process, but not both. The grievant shall be deemed to have selected an alternative when a written notice is first filed under either alternative. No relief shall be available through the civil service appeals process as to any matter which has been submitted as a grievance under the terms of this agreement.

Grievances processed through the grievance procedure shall be heard during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., unless stipulated otherwise by the parties. Grievants and employee representatives involved in such grievance meetings during their scheduled working hours shall be allowed to do so without suffering a loss in pay.

If a grievance is not presented by the employee or the Union within the time limits set forth below, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

If the parties mutually agree, the timelines set forth in this section for processing of grievances will be put on hold for a mutually agreed upon period of time to allow the parties to address the grievance in Labor/Management. If a resolution is not agreed to, the grievance process shall continue. Grievances shall be resolved in the following manner.

**Section 18.2** Grievance Steps.

Step 1. A grievance shall be presented by the aggrieved employee and/or his/her Union Representative within fifteen (15) working days of the alleged contract violation to the employee's immediate supervisor. The immediate supervisor should consult and/or arrange a meeting with the employee and/or Union Representative as necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at

this stage promptly. The immediate supervisor(s) shall answer the grievance within ten (10) working days after receipt of the grievance. If a grievance by a group of employees does not involve an immediate supervisor, this step of the grievance procedure may be skipped and the grievance may be submitted directly at Step 2.

Step 2. If not resolved above, the grievance shall be reduced to writing and submitted to the Department Head by the aggrieved employee and/or the Union within ten (10) working days following the completion of Step 1. If a Department Head is not applicable to the grievance, then the grievance shall be submitted to the Human Resources Director. The written grievance shall include a statement of the issue, the section(s) of the Agreement allegedly violated, facts of the case, and remedy sought. A meeting shall be arranged within ten (10) working days with the City and representatives of the Union. Following that meeting the party responding to the grievance shall give its written response within ten (10) working days of the completion of the meeting.

Step 3. Grievances not settled to the satisfaction of the Union shall then be presented by the Union directly to the City Manager or his/her designee within ten (10) working days of the Step 2 response. A meeting shall be arranged within ten (10) working days between the City, the grievant and the Union. The City Manager or his/her designee shall then submit a decision, in writing, on the grievance within fifteen (15) working days from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union.

Step 4. In the event the decision reached by the City Manager or his/her designee is unsatisfactory to the Union, the grievance may, within twenty (20) working days, be submitted to arbitration. Step 4 does not apply to written reprimands. If the parties fail to mutually agree upon an arbitrator, a list of seven (7) names shall be requested from the Public Employment Relations Commission. The parties shall alternately strike names, beginning with the respondent, until one (1) name remains, that person shall serve as the arbitrator. If referred to arbitration:

- (1) the arbitrator's decision shall be final and binding;
- (2) the arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement; and
- (3) the arbitrator shall render a decision within thirty (30) days after the hearing has been concluded.

It is agreed that the expenses and fees of the Arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

#### **ARTICLE 19 – MISCELLANEOUS PROVISIONS**

**Section 19.1** Safety Footwear Allowance. The City shall pay up to two hundred dollars (\$200) two hundred and fifty dollars (\$250.00) per calendar year for each employee in the position of Maintenance Worker, Building Inspector, and Police Support Officer, and Engineering Technician as reimbursement for the cost of purchasing or repairing safety footwear when such footwear is required by the city. Receipts are not required. Newly-hired employees in the categories listed above shall be given two hundred and fifty

dollars (\$250.00) for the purchase of such footwear on the date they are hired, but will not qualify for additional payments in the year of their hire. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair.

**Section 19.2** Reclassifications. If an employee believes there has been a significant change to their job duties, they may submit a reclassification request pursuant to the City's adopted personnel policies.

The City will notify the Union President or designee, in writing, of the following changes proposed by the City:

- Permanent changes to bargaining unit job descriptions altering duties, qualifications, or pay.
- Permanent reclassification of bargaining unit employees.
- The establishment of new classifications or new positions in the bargaining unit.
- Change in status of bargaining unit personnel from exempt or non-exempt.

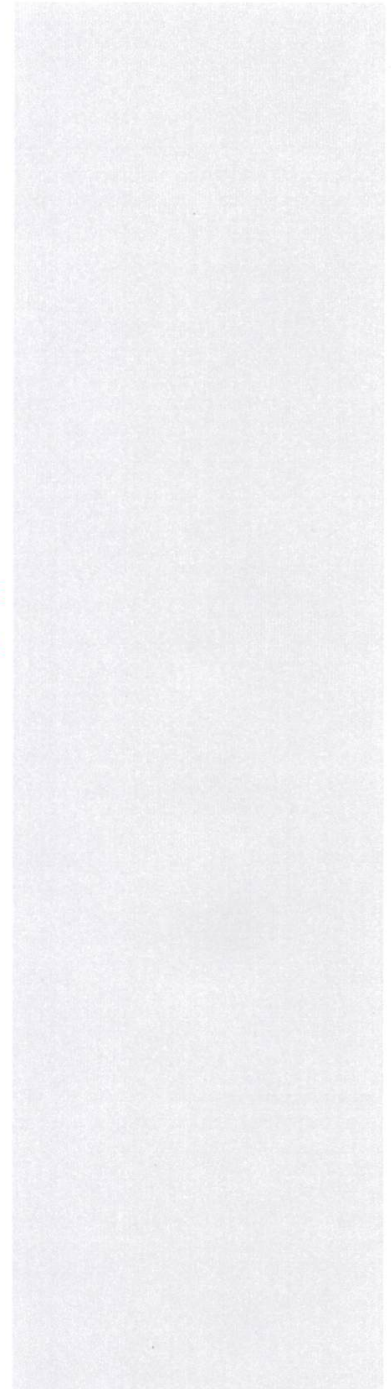
Notification will be provided at least seven (7) calendar days prior to the proposed changes taking effect. After being notified by the City, the Union has seven (7) calendar days to submit a demand to bargain, including a description of the issues the Union wishes to address. If the Union fails to timely submit a bargaining demand, it waives the right to bargain. If a timely bargaining demand is received, the City and Union shall schedule formal bargaining sessions to address the issues.

Any changes agreed upon by the City and Union implicating new classifications or pay adjustments for bargaining unit employees shall not take effect unless approved by the City Council. The City retains the right to proceed with the exercise of management rights while impacts bargaining provided by this section takes place.

The procedure outlined in this section shall not apply to temporary adjustments to work assignments and classifications of bargaining unit employees, including temporary "out of class" assignments and coverage for emergent issues or temporary vacancies.

**Section 19.3** Lead Maintenance Worker Premium Pay. The City shall pay a Maintenance Worker an additional \$2.00 per hour as premium pay when that person is assigned the Lead role by the Public Works Director or designee. The primary purpose of the Lead role designation is to provide skilled and experienced Maintenance Workers with the opportunity to train and mentor less experienced Maintenance Workers or temporary seasonal workers on how to perform their work duties more efficiently. A Maintenance Worker in the Lead role shall have authority from the Public Works Supervisor to direct the work activities of other Maintenance Workers. The Lead Maintenance Worker shall not have responsibility or authority to conduct performance evaluations or take disciplinary action. The Lead Worker will not otherwise assume responsibilities of the Public Works Supervisor unless explicitly directed to do so by the Supervisor, and then only on a short term temporary basis. The Lead designation may be assigned on an annual basis for an entire calendar year when determined necessary by the Director to train other staff, but in no case for a period of less than six (6) months.

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**Section 19.4** The public works maintenance section may, as needed, hire up to two temporary seasonal workers to assist with the increased work load associated with the active vegetation growth season. The seasonal workers may not work longer than six (6) months each and may not start before ~~April-March~~ <sup>1<sup>st</sup></sup>, or work beyond ~~October 31<sup>st</sup>~~ <sup>November 30<sup>th</sup></sup>. The duties of a seasonal worker shall be at a lower skill level than those of a Maintenance Worker and will be documented in the Maintenance Aide – Seasonal job description. If any seasonal workers are employed, a designated Maintenance Worker will receive Lead Maintenance Worker premium pay as defined in section 19.3. The City shall pay the Union Work Unit Permit Fee equal to one hour of the minimum hourly wage of the Maintenance Worker job classification for each worker, each month that a seasonal worker is employed by the City. Such payment shall be made directly to AFSCME local 1811-M at the conclusion of each seasonal worker's employment with the City.

**Section 19.5** Uniform Cleaning for Police Support Officer. ~~Upon receipt of a cleaning bill, the City shall pay a selected commercial cleaner the cost of cleaning one (1) uniform shirt and pants two times per seven (7) day cycle.~~ The City shall pay for cleaning of sweaters, ~~and~~ outerwear, ~~and~~ class "A" uniform two (2) times per year.

**Section 19.6** Labor Management Committee. ~~The Employer and Union will maintain a Labor Management Committee to provide a forum for communication between the parties to promote constructive labor-management relations. Committee meetings will take place monthly or on a calendar mutually agreed upon by the parties. At least 48 hours before each meeting, the parties will exchange topics for discussion. Committee meetings will be used for discussions and the exchange of information. The Committee shall not serve as a replacement for the collective bargaining process. If the parties desire to modify, delete, or add to any provisions of this Agreement, or make changes to any other mandatory subjects of bargaining, formal collective bargaining sessions will be scheduled.~~

#### **ARTICLE 20 – ENTIRE AGREEMENT**

**Section 20.1** The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement.

**Section 20.2** The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 21 – SAVING CLAUSE**

If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of re-negotiations for the purpose of adequate replacement.

**ARTICLE 22 – SUPREMACY AND EXTRA AGREEMENTS**

**Section 22.1** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which is inconsistent with the terms of this Agreement and not approved by the Union.

**Section 22.2** In the event of conflict, the Agreement shall control over City ordinance, policy or rule.

**Section 22.3** Matters not addressed in this Agreement, shall be governed by the City Personnel Policies and the City may change, modify or repeal any such policies which are not mandatory subjects of bargaining, at any time without bargaining with the Union.

**Section 22.4** This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

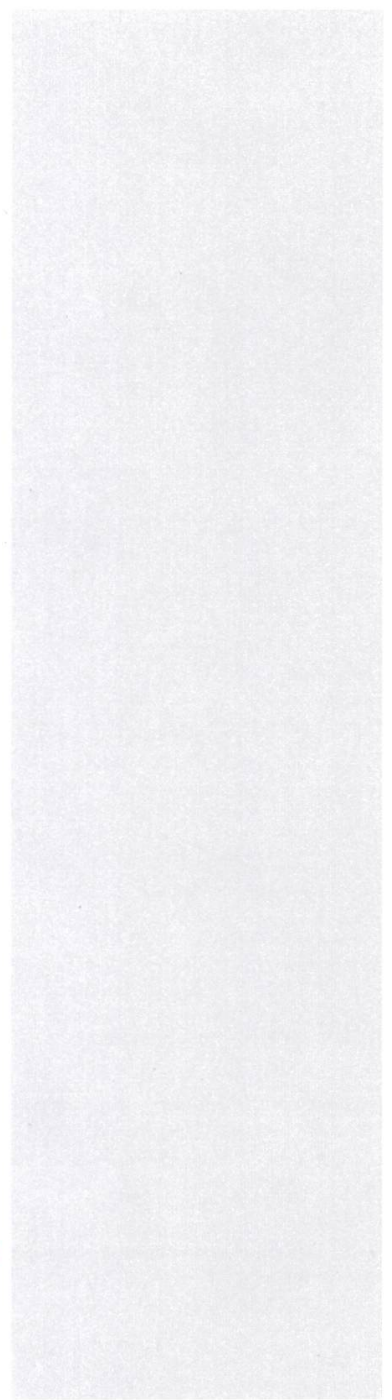
**ARTICLE 23 – NO STRIKE CLAUSE**

**Section 23.1** The Union shall not cause or condone any strike or work stoppage and no employee shall strike or refuse to perform his/her assigned duties to the best of the employee's ability, nor cause or condone any slowdowns, or other interference with normal operations. Employees who are involved in such conditions shall be subject to discharge.

**Section 23.2** There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line for any reason (except when employee safety is jeopardized), regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy or regulation. In the event of any such activity, the Union agrees to take every appropriate step to promptly end such activity.

**ARTICLE 24 – DURATION**

**Section 24.1** This Agreement shall become effective as of January 1, ~~2013~~2017. It shall remain in effect through December 31, ~~2016~~2020. ~~The terms of the Parties' previous collective bargaining agreement, dated February 3, 2009 shall remain in effect through December 31, 2012, at which time the terms of that collective bargaining agreement shall terminate and be replaced in whole by the terms within this Agreement.~~



**Section 24.2** Only employees employed by the Employer on the effective date of this agreement shall be compensated under the terms of this agreement. Separated employees shall receive compensation in accordance with the applicable negotiated terms that were in effect at the time of the employee's termination.



CITY OF MILL CREEK  
WASHINGTON

WASHINGTON COUNCIL OF  
COUNTY AND CITY  
EMPLOYEES (AFL-CIO)

Ken ArmstrongRebecca Polizzotto, City Manager  
FineoutMatthew Miller, Representative

\_\_\_\_\_  
Ethan

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

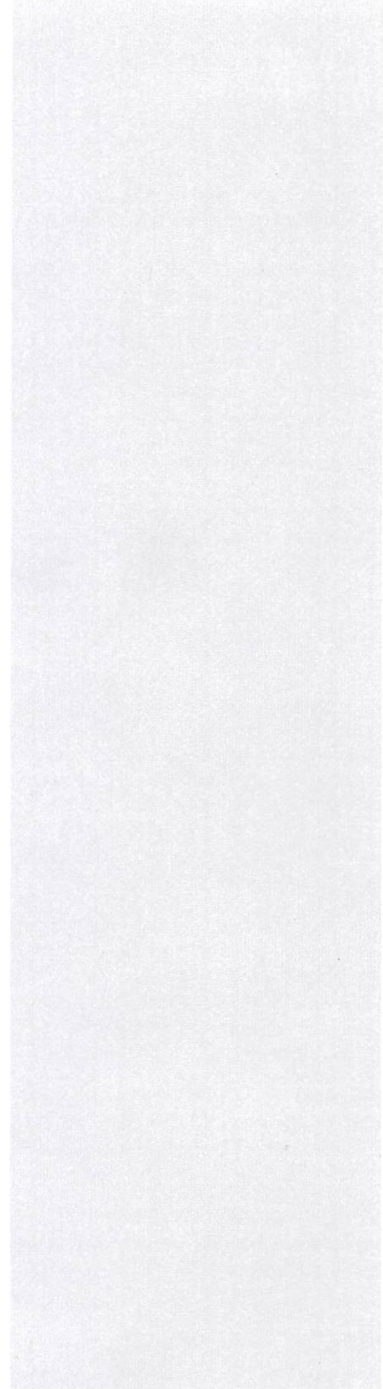
President

Michele MillerKim Mason-Hatt, Union

BY:

DATE: \_\_\_\_\_

Kelly M. ChelinPeggy Lauerman, City Clerk



**APPENDIX A:  
ADMINISTRATIVE LEAVE PROCEDURES**

For employees designated "exempt" under the Fair Labor Standards Act (FLSA), the City is not required to pay overtime compensation for hours worked over 40 in a workweek. A policy of allowing administrative time off recognizes that exempt employees may frequently be required to attend night meetings in addition to performing their regular job responsibilities during the regular workday. Administrative time off is not meant to compensate employees on an hour-for-hour basis for hours worked over 40 in a workweek because exempt employees are paid a set salary regardless of the quantity, or quality, of work.

Administrative time off is not accrued; it is granted at the beginning of the calendar year as a bank of hours. Time cards should reflect actual time worked as regular hours, and time off recorded as sick time, vacation time, administrative time, etc.

The following are the policies and procedures regarding administrative time off for exempt employees who are not department managers:

- A bank of 40 hours administrative time (AT) will be given to these employees at the beginning of each calendar year.
- Since AT is not accrued during the year, AT off may be taken any time during the calendar year.
- Employees do not vest in AT - use it or lose it each calendar year.
- AT off is recorded for absences of 4 or more hours per day (except when flextime is used). For example, if an employee works from 8:00 a.m. - 2:00 p.m., no AT off need be recorded for the hours between 3:00 and 5:00 p.m. If an employee works from 8:00 a.m. to 11:30 a.m., four and one-half hours of AT off would be recorded.
- Upon approval by their supervisor, employees have the option of using flextime (instead of using administrative time off) during the workweek preceding or following the flextime. For example, an employee who is required to work on a Saturday may choose to substitute that working Saturday for another regular workday by taking a day off during the preceding or following week.
- Employees are expected to typically work an approximate number of hours, depending on which work schedule has been approved for them, each calendar month. These hours should be accounted for as hours worked or hours used for an approved leave (e.g. sick, vacation, administrative time off, etc.).
- Regular part-time employees and new hires will be provided administrative leave on a pro-rated basis.
- Employees shall not be paid for any unused administrative leave upon separation of employment.

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**EXEMPT EMPLOYEES WHO USE A FLEX-TIME SCHEDULE**

The following explains how leave time is accounted for under a flex-time schedule. For illustration purposes, a 44/36 hour schedule is used, but the same guidelines would apply under other flex-time schedules such as a 4/10 schedule.

**Sick Leave:** If a flex/exempt employee is sick for a full day, they will take nine hours of sick leave (unless it is their eight-hour Friday). If the employee leaves sick in the middle of a nine-hour day, they will take enough sick leave to bring that day's total hours up to nine hours unless the absence is less than four (4) hours, in which case it does not need to be counted against a leave bank.

**Vacation:** If a flex/exempt employee takes a full vacation day, they will take nine hours of vacation (unless it is their eight-hour Friday). If the employee takes vacation for over four hours but less than a full day (on a nine-hour day) they will take vacation hours or draw from the 40-hour bank to bring that day's total hours up to nine hours.

**Other:** Employees will receive their regular salary even when the work week includes a Holiday or Wellness Day.

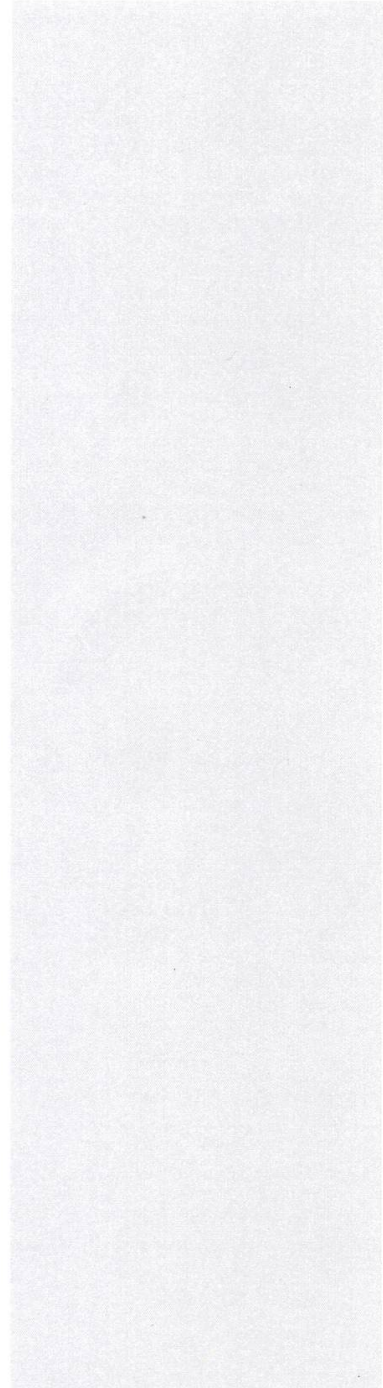
City of Mill Creek											
2.0% COLA			Pay & Classification Plan - 2017 8-Step Pay Plan								
Salary Grade	Position Title	Classification		1	2	3	4	5	6	7	8
22	<b>Information Systems &amp; Technology Manager</b>	<b>Manager*</b>	Annual	80,559	83,781	87,132	90,617	94,242	98,012	101,932	106,010
			Hrly	38.73	40.28	41.89	43.57	45.31	47.12	49.01	50.97
			Month	6,713	6,982	7,261	7,551	7,854	8,168	8,494	8,834
18	<b>Project Engineer, Senior Planner, Senior Accountant</b>	<b>Exempt Professional*</b>	Annual	66,277	68,928	71,685	74,552	77,534	80,636	83,861	87,215
			Hrly	31.86	33.14	34.46	35.84	37.28	38.77	40.32	41.93
			Month	5,523	5,744	5,974	6,213	6,461	6,720	6,988	7,268
15	<b>Accountant</b>	<b>Professional</b>	Annual	57,252	59,542	61,923	64,400	66,976	69,655	72,442	75,339
			Hrly	27.52	28.63	29.77	30.96	32.20	33.49	34.83	36.22
			Month	4,771	4,962	5,160	5,367	5,581	5,805	6,037	6,278
14	<b>Engineering Technician, Associate Planner, Building Inspector, Surface Water Technician</b>	<b>Admin Specialist</b>	Annual	54,525	56,706	58,974	61,333	63,787	66,338	68,992	71,751
			Hrly	26.21	27.26	28.35	29.49	30.67	31.89	33.17	34.50
			Month	4,544	4,726	4,915	5,111	5,316	5,528	5,749	5,979
13	<b>Police Support Officer, Comm &amp; Marketing Coordinator, Rec &amp; Tourism Coordinator</b>	<b>Admin Coordinator</b>	Annual	51,929	54,006	56,167	58,413	60,750	63,180	65,707	68,335
			Hrly	24.97	25.96	27.00	28.08	29.21	30.37	31.59	32.85
			Month	4,327	4,501	4,681	4,868	5,062	5,265	5,476	5,695
12	<b>Maintenance Worker</b>	<b>Technician</b>	Annual	49,457	51,435	53,492	55,632	57,857	60,172	62,579	65,082
			Hrly	23.78	24.73	25.72	26.75	27.82	28.93	30.09	31.29
			Month	4,121	4,286	4,458	4,636	4,821	5,014	5,215	5,423
11	<b>Admin Assistant-Police, Admin Assistant-PW &amp; Dev Services</b>	<b>Admin Asst</b>	Annual	47,102	48,986	50,945	52,983	55,102	57,306	59,598	61,982
			Hrly	22.64	23.55	24.49	25.47	26.49	27.55	28.65	29.80
			Month	3,925	4,082	4,245	4,415	4,592	4,776	4,967	5,165
10	<b>Police Records Technician, Property Room Technician</b>	<b>Customer Service Rep</b>	Annual	44,859	46,653	48,519	50,460	52,478	54,577	56,760	59,031
			Hrly	21.57	22.43	23.33	24.26	25.23	26.24	27.29	28.38
			Month	3,738	3,888	4,043	4,205	4,373	4,548	4,730	4,919
7	<b>Customer Service Representative</b>	<b>Customer Service Rep</b>	Annual	38,750	40,300	41,912	43,588	45,332	47,145	49,031	50,992
			Hrly	18.63	19.37	20.15	20.96	21.79	22.67	23.57	24.52
			Month	3,229	3,358	3,493	3,632	3,778	3,929	4,086	4,249

\*FLSA Exempt

8/2/2017

**APPENDIX C:  
2012 COMPARABLES**

- Anacortes —
- Arlington —
- Bonney Lake —
- Covington —
- Kenmore —
- Maple Valley —
- Monree —
- Mountlake Terrace —
- Mukilteo —
- Tumwater —
- Seattle CPIW —



**Seniority List  
August 1, 2017**

<b>Payroll Name</b>	<b>Hire Date</b>
Hookland, Rebecca J	11/26/84
Risen, Christine M	05/04/87
Celustka, Larry A	03/25/91
Freeburg-Gunderson, Jodie A	05/13/91
Ringstad, Sherrie M	11/20/92
Mason-Hatt, Kimberly M	09/05/00
Amrine, Christi A.M.	05/16/01
Peltzer-Conner, Michelle M	07/24/02
Gilbertson, Denise K	07/16/05
Lee, Joanna M	05/01/06
Dyson, Tracy S	07/30/07
Harbison, Kimberly	08/06/07
Rasmussen, Kristen A	09/23/08
Pigott, Larissa V	12/19/11
Chriest, Joshua N	04/16/14
Wright, Jere A	07/21/14
Busch, James G	08/01/14
Horton, Mick S	11/15/14
Kottke, Sandra S	12/16/15
Eakins, Josephine (Joy)	02/22/16
Munoz, Edna C (Carolina)	02/22/16
Moore, Spencer	02/22/16
Gunderson, McCaela	02/22/16
Devenny, Elizabeth A	06/27/16
Combs, Matthew	06/12/17
Harvey, Holly H	06/12/17



Agenda Item # C  
Meeting Date: August 7, 2017

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM:** ADOPTION OF PAY AND CLASSIFICATION PLAN FOR NON-REPRESENTED AND AFSCME EMPLOYEES.

**ACTION REQUESTED:** Motion to adopt the 2017 proposed pay and classification plan for non-represented and AFSCME employees.

**KEY FACTS AND INFORMATION SUMMARY:** The budget is an economic plan that focuses the entity's financial and human resources on the accomplishment of specific goals and objectives established by the policy makers. During the 2017-2018 Biennial Budget Presentation, the City Manager reviewed with the City Council the proposed Pay & Classification Plan for the upcoming biennium.

The classifications for AFSCME employees are subject to collective bargaining which has recently concluded and is presented here in conjunction with the AFSCME contract for approval.

The pay and classification plan has been updated since its last adoption in January, 2017 to reflect:

- 2% COLA for 2017.
- Positions anticipated but not yet recruited/hired.
- Updated position /classifications based upon reorganizations.
- Positions reclassified based upon updated AWC salary data.
- Position/classification changes made pursuant to AFSCME contract negotiations.

The proposed pay and classification plan provides for compensation for 2017 consistent with the City's adopted operating budget and does not require any budget adjustments.

**CITY MANAGER RECOMMENDATION:** The City Manager recommends adoption of the proposed pay and classification plan for non-represented and AFSCME employees.

**ATTACHMENTS:**

- Pay & Classification Plan

Respectfully Submitted:

A handwritten signature in blue ink that reads "Rebecca C. Polizzotto".

Rebecca C. Polizzotto  
City Manager

City of Mill Creek													
2.0% COLA			Pay & Classification Plan - 2017 8-Step Pay Plan										
Salary Grade	Position Title	Classification		1	2	3	4	5	6	7	8		
27	<i>Chief of Police, Director of Finance &amp; Admin, Director of Public Works &amp; Development Services</i>	<i>Director*</i>	Annual	102,816	106,929	111,206	115,654	120,280	125,091	130,095	135,299		
			Hrly	49.43	51.41	53.46	55.60	57.83	60.14	62.55	65.05		
			Month	8,568	8,911	9,267	9,638	10,023	10,424	10,841	11,275		
26			Annual	97,920	101,837	105,910	110,147	114,553	119,135	123,900	128,856		
			Hrly	47.08	48.96	50.92	52.96	55.07	57.28	59.57	61.95		
			Month	8,160	8,486	8,826	9,179	9,546	9,928	10,325	10,738		
25	<i>Deputy Chief of Police</i>	<i>Manager*</i>	Annual	93,258	96,988	100,867	104,902	109,098	113,462	118,001	122,721		
			Hrly	44.84	46.63	48.49	50.43	52.45	54.55	56.73	59.00		
			Month	7,771	8,082	8,406	8,742	9,092	9,455	9,833	10,227		
24			Annual	88,817	92,369	96,064	99,906	103,903	108,059	112,381	116,876		
			Hrly	42.70	44.41	46.18	48.03	49.95	51.95	54.03	56.19		
			Month	7,401	7,697	8,005	8,326	8,659	9,005	9,365	9,740		
23	<i>Director of Human Resources, Director of Comm &amp; Mktg</i>	<i>Director*</i>	Annual	84,587	87,970	91,489	95,148	98,954	102,912	107,029	111,310		
			Hrly	40.67	42.29	43.99	45.74	47.57	49.48	51.46	53.51		
			Month	7,049	7,331	7,624	7,929	8,246	8,576	8,919	9,276		
22	<i>Information Systems &amp; Technology Manager, Planning Manager, Supervising Engineer</i>	<i>Manager*</i>	Annual	80,559	83,781	87,132	90,617	94,242	98,012	101,932	106,010		
			Hrly	38.73	40.28	41.89	43.57	45.31	47.12	49.01	50.97		
			Month	6,713	6,982	7,261	7,551	7,854	8,168	8,494	8,834		
21	<i>Building Official</i>	<i>Manager*</i>	Annual	76,723	79,792	82,984	86,303	89,756	93,346	97,080	100,963		
			Hrly	36.89	38.36	39.90	41.49	43.15	44.88	46.67	48.54		
			Month	6,394	6,649	6,915	7,192	7,480	7,779	8,090	8,414		
20	<i>Asst Director of Finance &amp; Administration</i>	<i>Manager*</i>	Annual	73,070	75,993	79,032	82,194	85,481	88,901	92,457	96,155		
			Hrly	35.13	36.53	38.00	39.52	41.10	42.74	44.45	46.23		
			Month	6,089	6,333	6,586	6,849	7,123	7,408	7,705	8,013		
19			Annual	69,590	72,373	75,268	78,279	81,410	84,666	88,053	91,575		
			Hrly	33.46	34.79	36.19	37.63	39.14	40.70	42.33	44.03		
			Month	5,799	6,031	6,272	6,523	6,784	7,056	7,338	7,631		
18	<i>Project Engineer, Senior Planner, Senior Accountant</i>	<i>Exempt Professional*</i>	Annual	66,277	68,928	71,685	74,552	77,534	80,636	83,861	87,215		
			<i>Rec/Tourism Manager</i>	<i>Manager*</i>	Hrly	31.86	33.14	34.46	35.84	37.28	38.77	40.32	41.93
			Month	5,523	5,744	5,974	6,213	6,461	6,720	6,988	7,268		
17	<i>Public Works Supervisor</i>	<i>Supervisor*</i>	Annual	63,120	65,644	68,270	71,001	73,841	76,795	79,866	83,061		
			Hrly	30.35	31.56	32.82	34.14	35.50	36.92	38.40	39.93		
			Month	5,260	5,470	5,689	5,917	6,153	6,400	6,656	6,922		
16			Annual	60,115	62,519	65,020	67,621	70,326	73,139	76,064	79,107		
			Hrly	28.90	30.06	31.26	32.51	33.81	35.16	36.57	38.03		
			Month	5,010	5,210	5,418	5,635	5,860	6,095	6,339	6,592		

8/3/2017



City of Mill Creek											
2.0% COLA		Pay & Classification Plan - 2017 8-Step Pay Plan									
15	<b>Accountant</b>	<b>Professional</b>	Annual	57,252	59,542	61,923	64,400	66,976	69,655	72,442	75,339
			Hrly	27.52	28.63	29.77	30.96	32.20	33.49	34.83	36.22
			Month	4,771	4,962	5,160	5,367	5,581	5,805	6,037	6,278
14	<b>Engineering Technician, Associate Planner, Building Inspector, Surface Water Technician</b>	<b>Admin Specialist</b>	Annual	54,525	56,706	58,974	61,333	63,787	66,338	68,992	71,751
			Hrly	26.21	27.26	28.35	29.49	30.67	31.89	33.17	34.50
			Month	4,544	4,726	4,915	5,111	5,316	5,528	5,749	5,979
13	<b>Police Support Officer, Comm &amp; Marketing Coordinator, Rec &amp; Tourism Coordinator</b>	<b>Admin Coordinator</b>	Annual	51,929	54,006	56,167	58,413	60,750	63,180	65,707	68,335
			Hrly	24.97	25.96	27.00	28.08	29.21	30.37	31.59	32.85
			Month	4,327	4,501	4,681	4,868	5,062	5,265	5,476	5,695
12	<b>Maintenance Worker</b>	<b>Admin Asst</b>	Annual	49,457	51,435	53,492	55,632	57,857	60,172	62,579	65,082
			Hrly	23.78	24.73	25.72	26.75	27.82	28.93	30.09	31.29
			Month	4,121	4,286	4,458	4,636	4,821	5,014	5,215	5,423
11	<b>Admin Assistant-Police, Admin Assistant-PW &amp; Dev Services</b>	<b>Customer Service Rep</b>	Annual	47,102	48,986	50,945	52,983	55,102	57,306	59,598	61,982
			Hrly	22.64	23.55	24.49	25.47	26.49	27.55	28.65	29.80
			Month	3,925	4,082	4,245	4,415	4,592	4,776	4,967	5,165
10	<b>Police Records Technician, Property Room Technician</b>	<b>Customer Service Rep</b>	Annual	44,859	46,653	48,519	50,460	52,478	54,577	56,760	59,031
			Hrly	21.57	22.43	23.33	24.26	25.23	26.24	27.29	28.38
			Month	3,738	3,888	4,043	4,205	4,373	4,548	4,730	4,919
9			Annual	42,722	44,431	46,208	48,056	49,978	51,977	54,057	56,219
			Hrly	20.54	21.36	22.22	23.10	24.03	24.99	25.99	27.03
			Month	3,560	3,703	3,851	4,005	4,165	4,331	4,505	4,685
8			Annual	40,688	42,315	44,008	45,768	47,599	49,503	51,483	53,542
			Hrly	19.56	20.34	21.16	22.00	22.88	23.80	24.75	25.74
			Month	3,391	3,526	3,667	3,814	3,967	4,125	4,290	4,462
7	<b>Customer Service Representative</b>	<b>Customer Service Rep</b>	Annual	38,750	40,300	41,912	43,588	45,332	47,145	49,031	50,992
			Hrly	18.63	19.37	20.15	20.96	21.79	22.67	23.57	24.52
			Month	3,229	3,358	3,493	3,632	3,778	3,929	4,086	4,249
6			Annual	36,905	38,381	39,916	41,513	43,173	44,900	46,696	48,564
			Hrly	17.74	18.45	19.19	19.96	20.76	21.59	22.45	23.35
			Month	3,075	3,198	3,326	3,459	3,598	3,742	3,891	4,047
5			Annual	35,147	36,553	38,015	39,536	41,117	42,762	44,472	46,251
			Hrly	16.90	17.57	18.28	19.01	19.77	20.56	21.38	22.24
			Month	2,929	3,046	3,168	3,295	3,426	3,563	3,706	3,854

8/3/2017

City of Mill Creek										
Pay & Classification Plan - 2017 8-Step Pay Plan										
2.0% COLA										
4	<i>Preschool Lead Instructor</i>	Annual	33,474	34,813	36,206	37,654	39,160	40,727	42,356	44,050
		Hourly	16.09	16.74	17.41	18.10	18.83	19.58	20.36	21.18
		Month	2,790	2,901	3,017	3,138	3,263	3,394	3,530	3,671
3		Annual	31,880	33,155	34,482	35,861	37,295	38,787	40,338	41,952
		Hourly	15.33	15.94	16.58	17.24	17.93	18.65	19.39	20.17
		Month	2,657	2,763	2,873	2,988	3,108	3,232	3,362	3,496
2		Annual	30,362	31,577	32,840	34,154	35,520	36,940	38,418	39,955
		Hourly	14.60	15.18	15.79	16.42	17.08	17.76	18.47	19.21
		Month	2,530	2,631	2,737	2,846	2,960	3,078	3,202	3,330
1	<i>Seasonal Maintenance Aide</i>	Annual	28,916	30,073	31,276	32,527	33,828	35,181	36,588	38,051
		Hourly	13.90	14.46	15.04	15.64	16.26	16.91	17.59	18.29
		Month	2,410	2,506	2,606	2,711	2,819	2,932	3,049	3,171
*FLSA Exempt										

8/3/2017



Agenda Item # D  
Meeting Date: **August 7, 2017**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM: EXTENSION OF CITY MANAGER'S CONTRACT**

**PROPOSED ACTION:** Approval of the amended and restated professional services agreement between the City of Mill Creek and City Manager Rebecca Polizzotto. The attached amended and restated contract has been prepared by the City Attorney in accordance with the Council's action at its July 25, 2017 meeting.

**KEY FACTS AND INFORMATION SUMMARY:** City Manager Rebecca Polizzotto was hired by the City effective June 1, 2015, to serve as City Manager and the parties entered into an initial employment agreement (contract number 2015-1189) effective as of that date. The City and Manager jointly wish to extend Manager's employment with the City and restate the terms and conditions of the Manager's employment. Such restated terms and conditions are set forth on the attached contract.

### **ATTACHMENTS:**

- Amended and Restated Contract

**AMENDED AND RESTATED  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE  
CITY OF MILL CREEK, WASHINGTON  
AND REBECCA C. POLIZZOTTO  
Contract No. 2017-\_\_\_\_\_**

**This Amended and Restated Professional Services Agreement (Restated Agreement)** is made as of the date set forth below by and between the City of Mill Creek, a Washington municipal corporation (City), and Rebecca C. Polizzotto, the City Manager of Mill Creek (Manager). City and Manager are each a Party, and collectively the Parties, to this Restated Agreement.

**Recitals**

1. City is a noncharter, optional municipal code city organized under RCW Title 35A as a Council/Manager form of government. Manager was hired by City effective June 1, 2015, to serve as City Manager and the Parties entered into an initial employment agreement (Contract No. 2015-1189) effective on that date.

2. City and Manager wish to extend Manager's employment with City and restate the terms and conditions of Manager's employment as set forth herein. This Restated Agreement supersedes Contract No. 2015-1189 as of the Effective Date stated below.

**Agreement**

**THEREFORE, IN CONSIDERATION OF** the terms, conditions and mutual benefits to be derived from this Agreement, the Parties agree as follows:

1. **Employment.** City agrees to employ Manager as, and Manager agrees to accept the position of, City Manager for the City of Mill Creek in accordance with the terms and conditions of this Restated Agreement. While employed by City, Manager will not accept any outside employment, and shall devote all such time, attention, knowledge and skills as are necessary to faithfully perform her duties under this Restated Agreement.

2. **Effective Date and Employment Status.** This Restated Agreement is effective upon the Effective Date set forth below. Manager's employment with City is "at will" and will continue for an indefinite term until terminated as provided by law or by the provisions of this Restated Agreement.

3. **Duties.** Manager shall perform all of the duties and obligations of the City Manager as required by law, and such other duties and responsibilities as are assigned from time to time by the Council. Manager shall attend all special and regular meetings of the Council unless excused, and such other meetings as are necessary or required by the Council.

4. **Compensation.** Manager's compensation will consist of the following while serving as Manager:

4.1. **Salary.** Commencing January 1, 2018, Manager shall receive an annual salary of \$170,000.00 ("Salary"), which shall be paid in accordance with City's usual procedures

for employees. If a uniform cost of living adjustment is made to salaries of City Department Directors, Manager's Salary shall be adjusted in that same percentage. Commencing January 1, 2019, Manager's Salary may be adjusted annually by the City Council in conjunction with Manager's annual performance review under Section 6 below.

4.2 Merit-Based Compensation. The City Council believes that merit-based compensation is essential to incentivizing and rewarding Manager's performance. Thus, in addition to Salary, the Council may authorize at its sole discretion an annual lump-sum merit payment ("Merit Bonus") in accordance with the following requirements: (i) The award of a Merit Bonus shall be determined by the Council in conjunction with Manager's annual performance evaluation, and shall include consideration of Manager's achievement of specific performance goals and milestones previously specified by the Council for the year under review, and City's fiscal resources. (ii) Any Merit Bonus awarded shall not exceed ten percent (10%) of Manager's Salary for the year under review. (iii) If the Council determines that a Merit Bonus has been earned, the Council shall adopt a resolution stating the basis for the determination and the amount of the Merit Bonus. (iv) Any Merit Bonus awarded shall be considered accrued only after adoption of such resolution, and shall be paid to Manager in a lump sum in accordance with City's usual procedures. (v) Manager shall have no cause of action for the Council's discretionary decision to award or not to award a Merit Bonus.

4.3 Retention Payment. In consideration of Manager's agreement to remain as Manager of City through December 31, 2019, Manager shall receive a one-time Retention Payment in the amount of ten percent (10%) of Manager's base salary as adjusted June 1, 2017. The Retention Payment shall be paid as a lump sum to Manager in accordance with City's usual procedures at the next convenient pay period following execution of this Agreement by both Parties. If Manager voluntarily resigns (other than for death or medical disability) or is terminated for cause by City on or before the following dates, Manager shall repay the stated proportion of the Retention Payment:

- On or before June 30, 2018: Manager repays 100%
- After June 30, 2018 but on or before December 31, 2018: Manager repays 75%
- After December 31, 2018 but on or before June 30, 2019: Manager repays 50%
- After June 30, 2019 but on or before December 31, 2019: Manager repays 25%

Unless otherwise agreed in writing by City and Manager, repayment of the specified amount by Manager shall be due and payable to City (i) upon Manager's last day of employment, or (ii) if such sum is not repaid by Manager on or before her last day of employment, City is authorized to and shall deduct the amount owing from any sums due to Manager upon or after the date of separation.

5. Benefits. Manager's benefits shall be those set forth below, including benefits uniformly applicable to City Department Directors as set forth in City's personnel manual, as amended from time to time:

5.1 Retirement. City shall pay into the Washington State Department of Retirement System Public Employees Retirement System (PERS) plan for the benefit of Manager in the same rate and manner as provided for City Department Directors and in accordance with applicable state regulations.

5.2 Social Security. City shall pay into a Municipal Employee Benefit Trust

(MEBT) plan in lieu of Social Security for the benefit of Manager at the same rate and manner as provided for City Department Directors.

5.3 Vacation, Holidays and Other Benefits. Manager shall accrue and use vacation leave as provided for City Department Directors. Manager shall be entitled to such paid holidays as are established by City, and shall be entitled to such other leaves and benefits as provided for City Department Directors.

5.4 Medical Benefits. City shall provide medical, dental and vision insurance for Manager and her dependents in a same manner and amount as provided for City Department Directors.

5.5 Sick Leave. Manager shall accrue and use sick leave on the same basis as provided for City Department Directors.

5.6 Membership Dues. City shall pay membership dues for Manager's membership in the International City/County Management Association (ICMA), the Washington City/County Managers Association (WCCMA) and the Washington State Bar Association (WSBA). City shall pay the reasonable cost for such other memberships, subscriptions, or dues desirable for Manager's continued professional growth, advancement and the good of the City, as may be provided for in City's adopted budget.

5.7 Professional Development. City shall pay reasonable costs for travel and subsistence expenses of Manager for professional and official travel, meetings and occasions adequate to continue the professional development of Manager and to adequately pursue necessary official functions for City, as provided for in City's adopted budget.

5.8 General Expenses. City recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by Manager from time-to-time and agrees to reimburse said expenses as allowed by State law and City policies. The City Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as approved by City.

5.9 Vehicle Allowance. Manager shall maintain a personal vehicle for her use in connection with her employment and City related business, for which City shall provide an allowance of Three Hundred (\$300) dollars per month. Manager shall be responsible to pay for and maintain at all times full and proper insurance coverage for said vehicle, and shall minimally maintain comprehensive liability, bodily injury and property damage insurance with limits of not less than Three Hundred Thousand (\$300,000)/Three Hundred Thousand (\$300,000)/One Hundred Thousand (\$100,000) per occurrence.

6. Performance Review. Manager's performance shall be reviewed and measured by the City Council annually on or around the anniversary of this Restated Agreement or as otherwise agreed by the Parties. The evaluation criteria shall be based on the ICMA Recognized Practices for Effective Local Government Management. Manager's performance evaluation shall be conducted in a manner the Council deems appropriate, and will be designed to:

- Foster and improve communications between the Council and Manager
- Provide important feedback to Manager
- Allow Manager to provide useful feedback and observations to the Council
- Bring problems into focus and reduce future misunderstandings and conflict
- Help clarify roles and responsibilities of the Council and Manager

As part of or in conjunction with such annual review, the Council may identify specific performance goals and milestones for Manager's attention and action in the coming year, and shall, as part of the Council's next annual performance review, evaluate Manager's performance in achieving such goals and milestones. The Council and Manager shall jointly agree upon performance goals and milestones that shall be the basis for any merit-based compensation pursuant to Section 4.2 above.

**7. Termination.**

7.1 By City. The Parties recognize and acknowledge that Manager is an "at will" employee to the City Council, and agree that the Council may terminate Manager with or without cause and at any time pursuant to the procedures set forth in RCW 35A.13.130.

**7.2 Termination Pay.**

7.2.1 In the event the City Council passes a resolution to remove Manager for any reason other than "Cause" (as defined below) on or before December 31, 2019, and Manager chooses to voluntarily resign within thirty (30) days of such resolution in response thereto and in lieu of a public hearing that she would otherwise have a right to pursuant to RCW 35A.13.140, Manager shall be paid compensation in an amount equal to twelve (12) months of Manager's base salary on the date of termination ("Termination Pay"). In the event the Council passes a resolution to remove Manager for any reason other than "Cause" (as defined below) on or after January 1, 2020, and Manager chooses to voluntarily resign within thirty (30) days of such resolution in response thereto and in lieu of a public hearing that she would otherwise have a right to pursuant to RCW 35A.13.140, Manager shall be paid compensation in an amount equal to six (6) months of Manager's base salary on the date of termination ("Termination Pay").

7.2.2 Except for the Termination Pay, and as otherwise required by law, no benefits will be paid to Manager after the effective date of her termination or resignation in lieu. Any Salary paid to Manager for paid time off during a suspension that commenced upon or after adoption of the City Council's resolution to remove Manager will be deducted from the Termination Pay. Manager's right to Termination Pay is expressly conditioned upon Manager executing a release and waiver of all known and unknown claims she may have against the City, its elected and appointed officers, employees, and agents arising out of Manager's employment and/or Manager's termination of employment with the City. The release and waiver shall be in a form approved by the City Attorney.

7.2.3 At City's option, the Termination Pay may be paid in a lump sum or in equal monthly payments in accordance with City's usual procedures, but no earlier than ten (10) days after the release and waiver has been fully executed and remains unrevoked in accordance with the Age Discrimination in Employment Act. Termination Pay shall be subject to applicable federal withholding taxes and all other required deductions and withholdings, including repayment owed by Manager for any Retention Payment made in accordance with Section 4 above.

7.2.4 In the event Manager is terminated for Cause, then Manager shall not be entitled to any Termination Pay under this Section 7. For the purposes of this Restated Agreement, the term "Cause" shall mean any action by Manager that constitutes:

- (i) "Misconduct" or "gross misconduct" as those terms are defined in RCW 50.04.294 with regard to disqualification from receiving unemployment compensation. If the

Parties dispute whether the Manager was removed for "misconduct" or "gross misconduct" and the Manager applies for unemployment compensation, a final ruling in the underlying unemployment compensation proceeding as to whether Manager's actions constituted "misconduct" or "gross misconduct" under RCW 50.04.294 shall be binding on the Parties for purposes of this ground for "cause."

- (ii) The commission of any fraudulent act against the interest of the City.
- (iii) Being formally charged in a court of competent jurisdiction with (1) any felony or (2) a criminal misdemeanor involving (a) theft, deceit, or dishonesty or (b) any crime relating to Manager's work for the City.
- (iv) The commission of any act which involves moral turpitude, or which causes the City disrepute.
- (v) Violation of the International City/County Management Association Code of Ethics, as such Code of Ethics may be amended from time to time. The current Code of Ethics is attached hereto as **Exhibit A** for reference.

7.2.5 In the event Manager requests a hearing under RCW 35A.13.130 and/or RCW 35A.13.140, then Manager shall not be entitled to any Termination Pay under this Restated Agreement.

**7.3 Resignation by Manager.** In the event Manager elects to voluntarily resign employment with the City for any reason other than in response to a City Council resolution to terminate Manager, Manager shall endeavor to provide the City with not less than thirty (30) days notice prior to the effective date of said resignation. Notwithstanding the foregoing notice provision, nothing shall prevent the City Council, upon receiving Manager's notice of intent to resign Manager's employment, from asking Manager to voluntarily make the effective date of the resignation less than thirty (30) days. If the Manager moves up the effective date of her resignation at the request of the Council, or if the Council places Manager on administrative leave after Manager provides notice of her intended resignation, City will continue paying Manager her full Salary and benefits for up to the full thirty (30) day notice period. If Manager provides more than thirty (30) days notice of her intended resignation, the Council may either accept the resignation as offered or require the resignation be effective in a shorter period of time, but not less than thirty (30) days from the date of the notice. The Council's request or requirement for a shorter resignation period shall not require the City to pay Termination Pay.

**8. Integration.** This Restated Agreement constitutes the entire written agreement between the Parties. Both Parties acknowledge there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Restated Agreement. This Restated Agreement has been mutually negotiated and neither Party shall be deemed or construed the drafter.

**9. Modification.** The Parties agree that this Restated Agreement can be amended or modified only with the written concurrence of both Parties.

**10. Venue and Jurisdiction.** This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any proceeding brought to enforce or interpret this Restated Agreement shall be in Snohomish County Superior Court for the State of Washington at Everett, Washington, and both Parties consent to jurisdiction therein.





**EXHIBIT A**  
**to**  
**Restated**  
**Professional Services Agreement**  
**Between City of Mill Creek**  
**and Rebecca C. Polizzotto**

**See Attached**  
**International City/County Management Association Code of Ethics**



## **ICMA Code of Ethics with Guidelines**

**The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2017. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2017.**

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

**Tenet 1.** Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

**Tenet 2.** Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

### **GUIDELINE**

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

**Tenet 3.** Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

### **GUIDELINES**

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same

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position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

**Reporting Ethics Violations.** When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

**Confidentiality.** Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

**Seeking Employment.** Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

**Relationships in the Workplace.** Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

**Tenet 4.** Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

**GUIDELINE**

**Length of Service.** A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

**Tenet 5.** Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

**GUIDELINE**

**Conflicting Roles.** Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

**Tenet 6.** Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

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**Tenet 7.** Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

**GUIDELINES**

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

**Tenet 8.** Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

**GUIDELINES**

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

**Tenet 9.** Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

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**Tenet 10.** Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

**GUIDELINE**

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

**Tenet 11.** Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

**GUIDELINE**

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

**Tenet 12.** Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

**GUIDELINES**

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full

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disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in, or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

**Personal Relationships.** In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

**Confidential Information.** Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

**Private Employment.** Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

**Representation.** Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

**Endorsements.** Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

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Date: August 7<sup>th</sup>, 2017

A/P Check Batches		
Dated	Check Numbers	Amount
07/20/2017	Union 76 Fleet-June	\$4,141.66
07/26/2017	EFT Debit-DOR Sales Tax	\$1,749.62
07/31/2017	Wire-Leasehold Excise-Qtr 2	\$3,729.00
07/31/2017	ACH-CPSM	\$13,600.00
07/31/2017	57267-57329	\$1,064,670.22
<b>Total</b>		<b>\$1,087,890.50</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

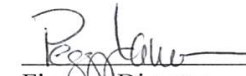
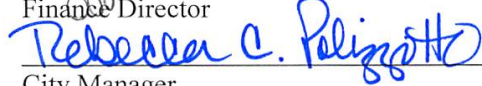
We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 57267 through 57329, and ACH in the amount of \$1,087,890.50.

We recommend approval of the above stated amount with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

  
\_\_\_\_\_  
Finance Director  
  
\_\_\_\_\_  
City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval 1.doc



**Payment Details Report**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 07/20/2017 11:45:16 AM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Processing by Bank  
Transaction Number: 177KB4038CJC0C73

Template Name: Fleet  
Template Code: Fleet

**Debit Account Information**

Debit Bank: 125000024  
Debit Account: 000060104700  
Debit Account Name: Treas Checking  
Debit Currency: USD

**Beneficiary Details**

Beneficiary Name: 76 Fleet WEX BANK  
Beneficiary Address: 97 Darling Ave.  
Beneficiary City: Portland  
Beneficiary Postal Code:  
Beneficiary Country: US - United States of America

Beneficiary Account: 4539508  
Beneficiary Bank ID: 071000288  
BMO HARRIS BANK NA  
111 W MONROE ST  
CHICAGO  
US - United States of America

Beneficiary Email:  
Beneficiary Mobile Number:

**Payment Details**

Credit Currency: USD  
Credit Amount: 4,141.66

Value Date: 07/20/2017

**Optional Information**

Sender's Reference Number: 177KB4038CJC0C73

Beneficiary Information: 76 FLEET  
Acct 0201 00 105915 3  
City of Mill Creek

**Additional Routing**


Intermediary Bank ID:

Receiver Information:

**Control Information**

Input: sankottke  
Approved: sankottke  
Initial Confirmation: WTX:2017072000295905

Input Time: 07/20/2017 11:41:00 AM CDT  
Time: 07/20/2017 11:45:02 AM CDT

 <b>Electronic Filing – Washington State</b>	E-file Time: 4:57 PM <a href="#">help?</a>
<a href="#">My Account</a> <a href="#">Home</a> <a href="#">Account(s)</a> <a href="#">Account Activity</a> <a href="#">List Server</a> <a href="#">Suggestions</a> <a href="#">Logout</a>	

**CITY OF MILL CREEK 600-598-011**

Confirmation

Confirmation Number	21206171
Tax Registration Number	600598011
Reporting Period	06/2017
Payment Type	EFT Debit ✓
Date and Time Submitted	7/25/2017 4:57:17 PM
Date of Transfer	07/26/2017 ✓
Payment Amount	1,749.62 ✓
Person Completing Return	Sandy Kottke
Person Authorizing Payment	Sandy Kottke

Your return and payment have been submitted. For easy reference, print this page and retain it with your tax records.

<a href="#">Return to Account List</a>	<a href="#">Print Confirmation</a>
<a href="#">View Printable Return</a>	

Confirmation

**For Assistance Call:  
1-877-345-3353**

**Payment Details Report**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 07/31/2017 2:18:53 PM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Confirmed by Bank  
Transaction Number: 177VE15338KB1T98

Template Name: Leasehold Excise Tax  
Template Code: Leasehold Excise Tax

**Debit Account Information**

Debit Bank: 125000024  
Debit Account: 000060104700  
Debit Account Name: Treas Checking  
Debit Currency: USD

**Beneficiary Details**

Beneficiary Name: Washington State Dept. of Revenue  
Beneficiary Address: PO Box 47464  
Beneficiary City: Olympia  
Beneficiary Postal Code: 98504  
Beneficiary Country: US - United States of America

Beneficiary Account: 153910882254  
Beneficiary Bank ID: 123000848  
U.S. BANK NATIONAL ASSOCIATION  
321 SW 6TH AVE  
PORTLAND  
US - United States of America

Beneficiary Email:  
Beneficiary Mobile Number:

**Payment Details**

Credit Currency: USD  
Credit Amount: 3,729.00

Value Date: 07/31/2017

**Optional Information**

Sender's Reference Number: Leasehold Excise

Beneficiary Information: Leasehold Excise Tax  
503-000-685  
City of Mill Creek

**Additional Routing**

Intermediary Bank ID:

Receiver Information:

**Control Information**

Input: sankottke  
Approved: sankottke  
Initial Confirmation: WTX:2017073100453038  
Confirmation #: FEDR:20170731B6B7HU2R018442

Input Time: 07/31/2017 2:15:46 PM CDT  
Time: 07/31/2017 2:18:37 PM CDT

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 07/31/2017  
Report Time: 02:24:00 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01      Effective Date: 07/31/2017  
 ACH ID: 2911225895      Batch Sequence: 1  
 Application Name: CCD Payments and Collections      Database Name: CPSM  
 Batch Status: Entered      Created By: SANKOTTKE  
 Released By:

Name	ID	Amount	D/C	Bank ID	Account #	Acct Type	Trace #
CPSM CENTER FOR PUBLIC	CPSM	\$13,600.00	C	052000113	9856252680	C	

	Total Amount in Batch	Total Count in Batch
Debits	\$0.00	0
Credits	\$13,600.00	1
Prenotes	\$0.00	0

	Grand Total Amount	Grand Total Count
Debits	\$0.00	0
Credits	\$13,600.00	1
Prenotes	\$0.00	0

**Accounts Payable**

Checks by Date - Detail by Check Date

User: Jodieg  
 Printed: 8/3/2017 11:24 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
57267	ADPLLC 496671145 496671145	ADP, LLC Payroll Processing Chgs-Management Suite 7/10 Adjustment-Payroll Processing Chgs 7/10	07/31/2017		732.94 -4.42
Total for Check Number 57267:				0.00	728.52
57268	APPDANST 6540 6541 6542	Applause Studio Inc My Little Pony Camp: 4-5 Years Old 07/10-07/1 Superhero Camp: 4-5 Years Old 07/10-07/13 #65 "Frozen" Camp: 5-7 Years Old 07/10-07/13 #65	07/31/2017		468.00 324.00 352.00
Total for Check Number 57268:				0.00	1,144.00
57269	BANKCARE 1 10 11 12A 13 14 15 16 17 18 18 19 19 2 20 21 22 23 24 25 26 27 28 29 3 30 31 32 32 33 33A 33B 34 35 4	Bank of America Refund May SCC-G Elwin Welcome Basket-Holly Harvey, Recognition Sup Hand Truck #1-Communications & Marketing D Hand Truck #2-Communications & Marketing D Sensor Cloud Monitoring Fee 06/10-07/10 Canine Liability 360-June 13 & 14-S Conner Toll Chgs 05/18-Lic#52395D Car #45 Meet & Greet Ice Cream Social Event 06/13-Me Bulbs-Patrol Cars Use Tax-Dell MDM MiniAirPrime Cellular Mod Dell MDM MiniAirPrime Cellular Modem Use Tax-3 Keys-Desk Drawers-Detective Sergea 3 Keys-Desk Drawers-Detective Sergeant Office Adjustment Lodging Chgs-S Conner SSD Hard Drive, Memory-Spare Laptop Upgrad RBT Quality Suites Adjustment Working Lunch-fire Contract Negotiation Team t Neurobiology of Trauma 06/28-T Hoflack StrengthsFinder 2.0-Assessment-Holly AWC Annual Conf 06/20-23-J Kirk AWC Annual Conf 06/20-23-P Pruitt Parking AWC Annual Conf 06/21 Parking AWC Annual Conf 06/21 AWC Annual Conf 06/19-06/23-M Todd Return-Amazon Parking-AWC Annual Conf 06/22 Lodging Deposit-Advanced Motor Training-T B Use Tax-White Photo Fabric Backdrop White Photo Fabric Backdrop Wellness Prizes-Miles Event-Funded By AWC N Wellness Prizes-Miles Event-Funded By AWC N Wellness Prizes-Miles Event-Funded By AWC N Service Awards-10 Yr-T Dyson/15 Yr-M Conner MyBuilding Permit.com Monthly Fee Return-Amazon	07/31/2017		-35.00 9.62 35.28 35.28 9.95 195.00 5.50 21.49 48.53 -14.12 149.92 -2.17 23.02 -15.78 145.71 0.63 73.45 75.00 19.04 368.64 368.64 6.25 8.75 368.64 -50.66 12.50 75.90 -1.45 15.44 147.00 49.00 49.00 83.88 59.95 -59.04

# AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	5	Credit-111th GFOA Conf-P Lauerman			-100.00
	6	Software Training-InDesign-K Rasmussen			199.00
	7	NPELRA Labor Relations-Academy 1 09/20-G E			299.00
	8	Welcome Basket-Holly Harvey			13.24
	9	Pendaflex File Folders			28.70
	9A	Stationary Envelopes-Employee Appreciation-B-			29.61
					274.55
				Total for Check Number 57269:	0.00
					2,752.34
57270	BANKCR16	Bank of America	07/31/2017		
	1	Coffee Pot-City Hall North			163.34
	2	MCBA Lunch Meeting 06/20-T Rogers			10.00
	2A	MCBA Lunch Meeting 06/20-B Davern			10.00
	3	MC Rotary Lunch Meeting 6/21-T Rogers			17.00
	4	Inverter-Plug In Laptop, In Car			22.06
	5	MC Rotary Lunch Meeting 06/28-T Rogers			17.00
					239.40
				Total for Check Number 57270:	0.00
					239.40
57271	BANKCR20	Business Card	07/31/2017		
	1	Blow Gun Kit, Pipe Wrench			33.08
	10	Diablo Hole Saw-Tool for Peek Holes			13.11
	11	Chain & Cable			70.32
	12	Diablo Hole Saw 3/8"-Police Door Scopes			17.64
	13	Door Hardware			17.22
	14	Weed Eater Parts			72.51
	2	Hercules Tape-Heron Park			26.14
	3	Irrigation Fittings-Heron Park			9.40
	4	Irrigation Fittings-Heron Park			17.19
	5	Nozzle-Nickle Creek Park			13.23
	6	Irrigation Flags for Medians			8.81
	7	Event Signs-Road Closures			18.45
	8	Hardware-Benches/Signs			20.98
	9	Hardware-Benches/Signs			83.35
					421.43
				Total for Check Number 57271:	0.00
					421.43
57272	BANKCR23	Business Card	07/31/2017		
	1	Basic Collision Class Supplies			41.87
	2	Basic Collision Class Supplies			96.16
	3	3 x DoorScope Wide Angle Peephole-PD			132.31
	3A	Use Tax-3 x DoorScope Wide Angle Peephole-P.			-12.46
	4	Police Your Friends for Life-Bookmarks			110.40
	4A	Use Tax-Police Your Friends for Life-Bookmark:			-10.40
					357.88
				Total for Check Number 57272:	0.00
					357.88
57273	BANKCR24	Business Card	07/31/2017		
	1	MRSC Webinar-What's New-PW Contracting Lc			35.00
	2	Milliman Salary Survey			546.48
	3	WFOA Annual Membership-S Kottke			50.00
	4	WFOA Conf 09/12-09/15-S Kottke			450.00
					1,081.48
				Total for Check Number 57273:	0.00
					1,081.48
57274	BANKCR25	Business Card	07/31/2017		
	1	12 - 3 in Rubber Swivel Casters			60.52
	2	City Logo Balloons			393.73
	2A	Use Tax-City Logo Balloons			-37.09
	3	Smartphone Tripod Mount/Lapel Microphone			36.33
	3A	Use Tax-Smartphone Tripod Mount/Lapel Micro			-3.43

# AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57274:	0.00	450.06
57275	BANKCR26	Business Card	07/31/2017		
	1	Working Lunch-AFSCME Exec Board/Labor Ne			66.73
	2	Keurig Coffee K-Carafe Packs-Exec Conf Room			13.99
	3	Biscuits-Take Your Dog To Work Day			1.62
	4	Toner-City Manager's Printer			120.33
	5	Refreshments-Sarah Steepy's Farewell			18.39
	6	Costing a Labor Contract Training 8/31-P Lauer			299.00
	7	Working Lunch-Fire Negotiation Team 06/30			59.86
			Total for Check Number 57275:	0.00	579.92
57276	BHCCONS 0008968	BHC Consultants, LLC Bldg Insp & Plan Review Services Through 06/2	07/31/2017		12,847.23
			Total for Check Number 57276:	0.00	12,847.23
57277	BUILDEX 1055306	Builders Exchange of Washington Inc Publish Projects Online-City Hall North HVAC (	07/31/2017		45.00
			Total for Check Number 57277:	0.00	45.00
57278	CBALDDES 06/30 07/26	Christopher Baldwin Design Graphic Design-Branded City Manager Notecar Graphic Design-Rec Guide Cover and Page Tem	07/31/2017		75.00 1,500.00
			Total for Check Number 57278:	0.00	1,575.00
57279	CENTRAL LY 249099	Central Welding Supply Helium Tank Refill - City Events	07/31/2017		225.94
			Total for Check Number 57279:	0.00	225.94
57280	CERMLAC 6564	The Ceramic Place LLC Ceramic Kids Workshops-2 Day Class 07/18 & (	07/31/2017		396.00
			Total for Check Number 57280:	0.00	396.00
57281	CHIEFSU 176335 176335A	Chief/Law Enforcement Supply 12 Cases-30 Min Flares Use Tax-12 Cases-30 Min Flares	07/31/2017		1,413.29 -133.14
			Total for Check Number 57281:	0.00	1,280.15
57282	CINTAS 460146815 460146815A 460156371 460156371A	Cintas Corporation Loc. #460 Floor Mat Service 06/09 Floor Mat Service 06/09 Floor Mat Service 06/23 Floor Mat Service 06/23	07/31/2017		65.01 38.19 65.01 38.19
			Total for Check Number 57282:	0.00	206.40
57283	CITYEVE 117001469	City of Everett Animals Brought To Shelter - June	07/31/2017		185.00
			Total for Check Number 57283:	0.00	185.00
57284	COMCAST 0457011	Comcast HighSpeed Internet Fee 07/18-08/17	07/31/2017		191.40

# AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57284:	0.00	191.40
57285	COPIETC AR25016	Copiers Etcetera, Inc. Repairs & Maint - Copy Machines - July	07/31/2017		1,068.09
			Total for Check Number 57285:	0.00	1,068.09
57286	DELLMARK 10178047280	Dell Marketing LP Laptop Battery-PD Vehicle	07/31/2017		44.15
			Total for Check Number 57286:	0.00	44.15
57287	DWAYNLNS 6207867	Dwayne Lane Multi-Point Inspection-2005 Grand Caravan-Car	07/31/2017		162.79
			Total for Check Number 57287:	0.00	162.79
57288	ELLITIRE 079129 079152 079183 079204	Elliott Tire & Service Inc Rear Disc Brake/Rotors-PW 1 General Maint & LOF-Bldg Truck LOF-Car#41 Water Pump/S- Belt/Valve Cover Gasket/LOF-C	07/31/2017		1,074.75 1,332.78 59.28 1,099.67
			Total for Check Number 57288:	0.00	3,566.48
57289	EVERMARK 51286	Ever-Mark, LLC 4-24" x 72" Dibond Sign Panels-MCSP Scorebo	07/31/2017		915.70
			Total for Check Number 57289:	0.00	915.70
57290	GEIGER 3375697 3375697A	Geiger 7 Logo Shirts-Councilmembers-MC Festival 16 Logo Shirts-Boards & Commissions/Extra Sh	07/31/2017		123.06 281.23
			Total for Check Number 57290:	0.00	404.29
57291	GTENORTH 425 316-0326	Frontier Alarm System Line Chgs - Cook House 07/16-01	07/31/2017		51.94
			Total for Check Number 57291:	0.00	51.94
57292	HIRSCHA 07/26	Allan Hirsch Children's Concert Series 07/26	07/31/2017		350.00
			Total for Check Number 57292:	0.00	350.00
57293	HORIZON 2MO60605 2MO60606	Horizon 1-T282 Shindaiwa Line Trimmer-S/N#T7511401 Recoil Starter, Herbicide, Trimmer Head-Supplie	07/31/2017		342.25 143.18
			Total for Check Number 57293:	0.00	485.43
57294	JOHNCLNR Jul-1-2	John's Cleaning Services Inc Uniform Dry Cleaning - July	07/31/2017		37.34
			Total for Check Number 57294:	0.00	37.34
57295	JOHNSOS 6617	Stephen Johnson Summer Basketball Clinic 07/17-07/20 #6617	07/31/2017		3,381.00
			Total for Check Number 57295:	0.00	3,381.00



# AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
57296	KIDZLOVS	North American Youth Activities, LLC	07/31/2017		
	6510	KLS Soccer: Mommy & Me - 05/02-06/13 #6510			147.70
	6513	KLS Soccer: Mommy & Me - 04/29-06/17 #6513			280.00
	6514	KLS Soccer: Mommy & Me - 04/29-06/17 #6514			1,064.00
	6517	KLS Soccer: Soccer 2 - 05/02-06/13 #6517			196.00
	6518	KLS Soccer: Tot-Soccer - 05/02-06/13 #6518			375.20
	6521	KLS Soccer: Soccer 2 - 04/29-06/17 #6521			1,064.00
	6523	KLS Soccer: Pre-Soccer - 05/02-06/13 #6523			245.00
	6524	KLS Soccer: Pre-Soccer - 05/02-06/13 #6524			1,064.00
	6527	KLS Soccer: Pre-Soccer - 04/29-06/17 #6527			1,400.00
	6529	KLS Soccer: 1 - 05/02-06/13 #6529			1,120.00
	6532	KLS Soccer: 1 - 04/29-06/17 #6532			1,239.00
	6534	KLS Soccer: Soccer 2 - 05/02-06/13 #6534			672.00
	6536	KLS Soccer: Soccer 2 - 04/29-06/17 #6536			873.60
Total for Check Number 57296:				0.00	9,740.50
57297	KROESENS	Kroesen's Uniform Company	07/31/2017		
	44742	Uniform Accessories-R Feiock			612.50
	44743	Uniform Accessories-T Eikenberry			654.58
Total for Check Number 57297:				0.00	1,267.08
57298	KUKERR	Kuker-Ranken, Inc.	07/31/2017		
	INV-030943	Orange Flagging Tape/Glo Red Paint			76.56
Total for Check Number 57298:				0.00	76.56
57299	LDEDEGEM	Leading Edge Gymnastic Academy Inc	07/31/2017		
	6495	Gymnastics-Toddle Time (Spring 1) 04/12-05/10			168.00
	6496	Gymnastics-Toddle Time (Spring 2) 04/12-05/10			134.40
	6498	Gymnastics-Preschool (Spring 1) 04/12-05/10 #6498			504.00
	6499	Gymnastics-Preschool (Spring 2) 05/17-06/14 #6499			313.60
	6501	Gymnastics-Youth (Spring 1) 04/12-05/10 #6501			480.00
	6502	Gymnastics-Youth (Spring 2) 05/17-06/14 #6502			384.00
Total for Check Number 57299:				0.00	1,984.00
57300	LEXNEXIS	RELX Inc	07/31/2017		
	3091016777	LexisNexis Monthly Chgs 06/01-06/30			177.24
Total for Check Number 57300:				0.00	177.24
57301	MDSCIENC	Mad Science	07/31/2017		
	6571	Mad Science: Super Science Sampler AM 07/17-			1,932.00
	6572	Mad Science: Spy Academy PM 07/17-07/31 #6572			966.00
Total for Check Number 57301:				0.00	2,898.00
57302	PAKOR	Pakor Inc	07/31/2017		
	8024557	2 Cs Media-Passport Film			624.68
Total for Check Number 57302:				0.00	624.68
57303	PAWS	PAWS	07/31/2017		
	June 2017	Animals Brought To Shelter - June			525.00
Total for Check Number 57303:				0.00	525.00
57304	PIERCEM	Maureen C. Pierce, Ph.D. Inc P.S	07/31/2017		
	7/18	Psychological Debriefing-S Larose			250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57304:	0.00	250.00
57305	PUBSAF 2017-7604	Public Safety Testing 2nd Qtr Subscription Fees - Apr-Jun 2017	07/31/2017		257.00
			Total for Check Number 57305:	0.00	257.00
57306	PUGETSO 200004765331 200004765463	Puget Sound Energy 15720 Main St 06/19-07/19 15728 Main Street 06/19-07/19	07/31/2017		303.44
			Total for Check Number 57306:	0.00	343.96
57307	SCFIRDS MC-17-03	Sno County Fire District #7 Fire Interlocal Agreement - 3rd Qtr	07/31/2017		883,603.66
			Total for Check Number 57307:	0.00	883,603.66
57308	SDISTCRT June 2017 June 2017A	South District Court Filing Fees SD Court - June Interpreter Costs - June	07/31/2017		7,585.69 267.47
			Total for Check Number 57308:	0.00	7,853.16
57309	SHERWILL 8758-8 8791-9	The Sherwin-Williams Co Paint Supplies-Town Hall Meeting-CHN Paint Supplies-Town Hall Meeting-CHN	07/31/2017		303.01 44.56
			Total for Check Number 57309:	0.00	347.57
57310	SHI B06767843	SHI International Corp Fujitsu Document Scanner Serial #ATNH00642	07/31/2017		702.13
			Total for Check Number 57310:	0.00	702.13
57311	SHORTCR 493361 493362 493364 493365 493366 493367 493368	Short Cressman & Burgess PLLC Prof Legal Services-Council-June Prof Legal Services-CED-June Prof Legal Services-Executive-June Prof Legal Services-Web Services Contract-June Prof Legal Services-Police-June Prof Legal Services-City Clerk-June Prof Legal Services-Fire Contract-June	07/31/2017		2,067.40 3,072.00 2,795.00 930.00 186.00 6,252.00 7,671.18
			Total for Check Number 57311:	0.00	22,973.58
57312	SHREDIT 8122742380	Shred-It USA Inc Shredding Service Fee	07/31/2017		66.15
			Total for Check Number 57312:	0.00	66.15
57313	SILVERL 24079-27593 35995-27914 35996-27914 35997-27914 35998-27914 35999-27914 36000-27914 36016-27914 36025-27914	Silverlake Water District Hillside Irrig 06/01-06/30 SR 527-Irrig 06/01-06/30 14600 SR 527-Irrig 06/01-06/30 13800 N SR 527-IRRIG 06/01-06/30 1600 SR 527-Irrig 06/01-06/30 15200 SR 527-IRRIG 06/01-06/30 15100 N SR 527-Irrig 06/01-06/30 SR 527 & Trillium Blvd-IRRIG 06/01-06/30 14600 SR 527-Irrig 06/01-06/30	07/31/2017		89.85 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60

# AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	36026-27914	SR 527 & Dumas Rd-Irrig 06/01-06/30			7.60
	36365-27593	Dumas Rd Irrig 06/01-06/30			22.30
	37034-30017	14721 12th Ave SE-Irrig 06/01-06/30			7.60
	37680-27914	33rd Dr & NorthPointe Circle 06/01-06/30			92.20
	40191-27914	13315 45th Ave SE-Restroom 06/01-06/30			66.30
			Total for Check Number 57313:	0.00	346.65
57314	SNOCOINS 1000438867	Snohomish County Information Services Annual Networking Services-Internet Through S	07/31/2017		756.00
			Total for Check Number 57314:	0.00	756.00
57315	SNOCOPW 1000437056	Snohomish County Public Works SWM Fees-2017 Billing Service Fee	07/31/2017		21,646.73
			Total for Check Number 57315:	0.00	21,646.73
57316	SNOCOSH1 2017-3864	Snohomish County Treasurer Inmate Medical Billing - June	07/31/2017		1.93
			Total for Check Number 57316:	0.00	1.93
57317	SNOCPU 2001-0143-4 2001-5445-8 2007-4359-9 2007-9722-3 2013-4538-6 2019-4860-1 2022-1236-1 2022-3010-8 2024-6104-2 2025-2921-0 2025-7077-6 2026-2439-1 2026-6749-9 2026-9300-8 2027-6793-5 2028-5205-9 2028-5205-9A 2029-0994-1 2031-6469-4 2033-4808-1 2047-1752-4 2047-1753-2 2047-1754-0 2050-8723-2 2054-9532-8 2203-1739-0 2212-9311-1	PUD No. 1 of Snohomish County Speed Radar Sign SHR 06/09-07/10 2720 Seattle Hill Rd 06/09-07/10 190 Lights - 200W 06/01-06/30 3401 148th St SE 06/21-07/20 2501 147th Pl SE 13903 N Creek Dr 06/16-07/17 928 Dumas Rd 06/16-07/17 1900 164th ST SE 06/09-07/10 15803 32nd Ave SE 06/09-07/10 386 Lights - 100W 06/01-06/30 Street Lights-250W-88 Lights 06/01-06/30 Street Lights-100W-841 Lights 06/01-06/30 Signal 06/09-07/10 City Hall North 06/16-07/18 Street Lights-400W-21 Lights 06/01-06/30 15720 Main St Unit B 05/18-06/15 15720 Main St Unit B 06/16-07/18 6 Lights - 150W 06/01-06/30 13510 N Creek Dr 06/16-07/17 148th & 35th Signal 06/09-07/10 Street Lights-200W-8 Lights 06/01-06/30 Street Lights-250W-38 Lights 06/01-06/30 Street Lights-400W-39 Lights 06/01-06/30 17 Lights - 100W 06/01-06/30 Street Lights-20W-49 Lights 06/01-06/30 Street Lights-240W-1 Light 06/01-06/30 1 Light - 160W 06/01-06/30	07/31/2017		17.28 17.28 1,711.90 31.24 99.11 578.52 91.94 22.62 24.85 1,351.00 934.56 5,903.82 38.75 1,929.64 306.81 310.32 353.12 28.20 49.61 57.37 46.40 277.78 429.39 51.51 16.66 7.73 5.04
			Total for Check Number 57317:	0.00	14,692.45
57318	STIERLEE 8/09	Paul Stierle Children's Concert Series 08/09	07/31/2017		425.00
			Total for Check Number 57318:	0.00	425.00
57319	SUMLAW 86235	Summit Law Group Prof Serv-General Labor-AFSCME Through 06/	07/31/2017		11,563.10

# AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57319:	0.00	11,563.10
57320	TERMINIX 366644078	Terminix Processing Center Pest Control-WO#14619029040	07/31/2017		77.28
			Total for Check Number 57320:	0.00	77.28
57321	TODDM Reimb Exp	Mike Todd Reimb Meals, Mileage & Parking-AWC Conf 06	07/31/2017		238.96
			Total for Check Number 57321:	0.00	238.96
57322	UKELITE 6609 6611	UK Elite Soccer UK Elite Soccer: Petite Camp: 3-5 #6609 UK Elite Soccer: Half Day Camp 07/17-07/21 #	07/31/2017		350.00 2,828.00
			Total for Check Number 57322:	0.00	3,178.00
57323	USIC 244112 244112A	USIC Locating Services, LLC 53 NC Locates/190 Ticket Locates 53 NC Locates/190 Ticket Locates	07/31/2017		2,199.25 2,199.25
			Total for Check Number 57323:	0.00	4,398.50
57324	WAALARM 412527 412528 412529 412691 412692	Washington Alarm 3rd Qtr Monitoring/Cellular Chgs-Cook House 0 3rd Qtr Monitoring/Cellular Chgs-City Hall 07/0 3rd Qtr Monitoring/Cellular Chgs-Library 07/01 3rd Qtr Monitoring/Cellular Chgs-Cook House F 3rd Qtr Monitoring/Cellular Chgs-City Hall Nor	07/31/2017		75.00 162.00 159.00 114.00 258.00
			Total for Check Number 57324:	0.00	768.00
57325	WEBSEDGE 20122346	Websedge Ltd 103rd ICMA Annual Conf 10/22-10/25-J Kirk	07/31/2017		17,500.00
			Total for Check Number 57325:	0.00	17,500.00
57326	WINSUPP 018965 00	Winsupply Company Supplies-132nd Pond	07/31/2017		215.95
			Total for Check Number 57326:	0.00	215.95
57327	WINTSERV 79329	West Interactive Services Corporation Website Development-First Milestone Payment	07/31/2017		11,050.00
			Total for Check Number 57327:	0.00	11,050.00
57328	ZAC&THON 1307	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer-July	07/31/2017		8,875.95
			Total for Check Number 57328:	0.00	8,875.95
57329	ZUMAR 0189615	Zumar Industries, Inc. 1 - ST Name-Double Sided-Fairway Fountain C	07/31/2017		71.09
			Total for Check Number 57329:	0.00	71.09
				Total for 7/31/2017:	0.00 1,064,670.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
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Report Total (63 checks):				0.00	1,064,670.22
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Date: August 7, 2017

Payroll Check Batches		
Dated	Check Numbers	Amount
07/25/2017	ACH Automatic Deposit Checks	\$145,898.56
07/25/2017	ACH Wire- FWT & Medicare Taxes	\$30,563.58
07/25/2017	ACH Wire MEBT- Wilmington Trust	\$29,060.87
07/25/2017	ACH Wire- BAC- Flex Spending Acct	\$766.16
07/25/2017	ACH Wire- ICMA RC- Def. Comp	\$532.70
08/02/2017	ACH Automatic Deposit Check	\$4,565.46
08/02/2017	ACH Wire- FWT & Medicare Taxes	\$785.61
<b>Total</b>		<b>\$212,172.94</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$212,172.94.

We recommend approval of the above stated amount with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Finance Director

\_\_\_\_\_

City Manager

G:\Finance\WP\Payroll\Payroll Voucher Approval .doc

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West      Status:Under Review  
 Week#:30      Pay Date:07/25/2017      P/E Date:07/15/2017  
 Qtr/Year:3/2017      Run Time/Date:19:09:32 PM EDT 07/21/2017

<b>Taxes Debited</b>	Federal Income Tax	24,453.62	
	Earned Income Credit Advances	0.00	
	Social Security - EE	0.00	
	Social Security - ER	0.00	
	Social Security Adj - EE	0.00	
	Medicare - EE	3,054.96	
	Medicare - ER	3,055.00	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	COBRA Premium Assistance Payments	0.00	
	Federal Unemployment Tax	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	Workers' Benefit Fund Assessment - EE	0.00	
	Workers' Benefit Fund Assessment - ER	0.00	
	Local Income Tax	0.00	
	School District Tax	0.00	
	<b>Total Taxes Debited</b>	<b>30,563.58</b>	
<b>Other Transfers</b>	Full Service Direct DepositAcct. No.000060104700Tran/ABA125000024	145,898.56	
	<b>Total Amount Debited From Your Account</b>		<b>176,462.14</b>
			<b>Total Liability</b>
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00	<b>176,462.14</b>
	Adjustments/Prepay/Voids	0.00	<b>176,462.14</b>
<b>Provide correct message for the None this payroll</b>			
			<b>176,462.14</b>

**Payment Details Report**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 07/25/2017 11:12:54 AM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Confirmed by Bank  
Transaction Number: 177PB06247PC1H19

Template Name: WILTRUST  
Template Code: WILTRUST

**Debit Account Information**

Debit Bank: ██████████  
Debit Account: ██████████  
Debit Account Name: Treas Checking  
Debit Currency: USD

**Beneficiary Details**

Beneficiary Name: MATRIX TRUST COMPANY  
Beneficiary Address: NA  
Beneficiary City: NA  
Beneficiary Postal Code: NA  
Beneficiary Country: US - United States of America

Beneficiary Account: ██████████  
Beneficiary Bank ID: ██████████  
MANUFACTURERS AND TRADERS TR C  
ONE M AND T PLAZA, 15TH FL  
BUFFALO  
US - United States of America  
Beneficiary Email:  
Beneficiary Mobile Number:

**Payment Details**

Credit Currency: USD  
Credit Amount: 29,060.87

Value Date: 07/25/2017

**Optional Information**

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

**Additional Routing**

Intermediary Bank ID:

Receiver Information:

**Control Information**

Input: sankottke  
Approved: sankottke  
Initial Confirmation: WTX:2017072500279959  
Confirmation #: FEDR:20170725B6B7HU2R006794

Input Time: 07/25/2017 11:06:59 AM CDT  
Time: 07/25/2017 11:11:31 AM CDT



RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 07/25/2017  
Report Time: 11:00:26 AM

**Batch Summary Report by ID Number**

Company Name: City of Mill 01      Effective Date: 07/25/2017  
 ACH ID: 2911225895      Batch Sequence: 1  
 Application Name: CCD Payments and Collections      Database Name: BAC  
 Batch Status: In Process      Created By: SANKOTTKE  
 Released By:

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$766.16	C	<del>05100090</del>	<del>010000000</del>	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$766.16	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$766.16	1
Prenotes	\$0.00	0

<https://cpo-ach.bankofamerica.com/wcmpr/rptbatchsumviewform.jsp?source=BATCHSU...> 7/25/2017

**Payment Details Report**

Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 07/25/2017 11:12:09 AM CDT



**Domestic High Value (Wire)**

Payment Category:Urgent/Wire

Status: Confirmed by Bank  
Transaction Number: 177PB03240DB1C41

Template Name: ICMA 457 Plan  
Template Code: ICMA

**Debit Account Information**

Debit Bank: [REDACTED]  
Debit Account: [REDACTED]  
Debit Account Name: Treas Checking  
Debit Currency: USD

**Beneficiary Details**

Beneficiary Name: ICMA RC  
Beneficiary Address: P.O. Box 64553  
Beneficiary City: Baltimore  
Beneficiary Postal Code: 21264-4553  
Beneficiary Country: US - United States of America

Beneficiary Account: [REDACTED]  
Beneficiary Bank ID: 022000046  
MANUFACTURERS AND TRADERS TR C  
ONE M AND T PLAZA, 15TH FL  
BUFFALO  
US - United States of America

Beneficiary Email:  
Beneficiary Mobile Number:

**Payment Details**

Credit Currency: USD  
Credit Amount: 532.70

Value Date: 07/25/2017

**Optional Information**

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

**Additional Routing**

Intermediary Bank ID:

Receiver Information:

**Control Information**

Input: sankottke  
Approved: sankottke  
Initial Confirmation: WTX:2017072500279960  
Confirmation #: FEDR:20170725B6B7HU4R006713

Input Time: 07/25/2017 11:03:52 AM CDT  
Time: 07/25/2017 11:11:31 AM CDT

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West      Status:Under Review  
 Week#:31      Pay Date:08/02/2017      P/E Date:07/20/2017  
 Qtr/Year:3/2017      Run Time/Date:19:40:29 PM EDT 07/31/2017

<b>Taxes Debited</b>	Federal Income Tax	609.00		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	88.31		
	Medicare - ER	88.30		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
		<b>Total Taxes Debited</b>	<b>785.61</b>	
<b>Other Transfers</b>	Full Service Direct DepositAcct. No.000060104700Tran/ABA125000024	4,565.46		
	<b>Total Amount Debited From Your Account</b>		<b>5,351.07</b>	<b>Total Liability</b>
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00		<b>5,351.07</b>
	Adjustments/Prepay/Voids	0.00		<b>5,351.07</b>
<b>Taxes- Your Responsibility</b>	None this payroll			<b>5,351.07</b>