



**AGENDA**  
**PSERN OPERATOR BOARD OF DIRECTORS MEETING**  
**December 11, 2025**

**Location:** PSERN Conference Room 19717 62<sup>nd</sup> Ave S, E102, Kent, WA 98032

**Virtual meeting:** Microsoft Teams (details below)

**Date:** Thursday, December 11, 2025

**Time:** 2:30 p.m. – 3:30 p.m.

**Microsoft Teams Meeting:** Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-323-433-2132 Meeting ID: 547299182#.

**Directors:** Kurt Triplett, Chair, Jacob Adams, Undersheriff Jesse Anderson, Commissioner Chris Elwell, Vonnie Mayer, Chief Dan Yourkoski

**Alternates:** Diane Carlson, Jake Hammond, Chief Ian Huri, Kristin Meitzler

- |    |                                |                  |
|----|--------------------------------|------------------|
| 1. | Call to Order – Meeting Chair  | 2:30 p.m.        |
| 2. | Roll Call – Tracey Doss        | 2:30 p.m.        |
| 3. | Public Comment – Meeting Chair | 2:31 – 2:32 p.m. |

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

- |    |   |                  |
|----|---|------------------|
| 4. | Election of Board Chairs and Officers for 2025/26 | 2:32 – 2:45 p.m. |
|----|---|------------------|

***(Decision: Election of Chairs and Officers)***

- |    |                                |                  |
|----|--------------------------------|------------------|
| 5. | Consent Agenda – Meeting Chair | 2:45 – 2:47 p.m. |
|----|--------------------------------|------------------|

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

- a. Approve October 23, 2025, Meeting Minutes
- b. Approve Accounts Payable Detail
- c. Approve Payroll & Benefits Detail
- d. Approve Revised Employee Policy Handbook



***(Decision: Approve the Consent Agenda)***

- |    |   |                  |
|----|---|------------------|
| 6. | Action Register Review – Meeting Chair      | 2:47 – 2:48 p.m. |
| 7. | Executive Director Report – Mike Webb       | 2:48 – 2:55 p.m. |
| 8. | Non-Represented Salary Schedule – Mike Webb | 2:55 – 3:00 p.m. |

***(Decision: Approve the non-represented salary schedule)***

- |    |                                      |                  |
|----|--------------------------------------|------------------|
| 9. | Motorola Change Order – Alex Rampley | 3:00 – 3:05 p.m. |
|----|--------------------------------------|------------------|

***(Decision: Approve the Motorola Change Order)***

- |     |   |                  |
|-----|---|------------------|
| 10. | Executive Director Recruitment Update – Andy Kancel   | 3:05 – 3:15 p.m. |
| 11. | Operations Committee Report – Assistant Chief Lombard | 3:15 – 3:20 p.m. |
| 12. | Board of Directors Report - Board Officers            | 3:20 - 3:25 p.m. |
| 13. | Review New Action Items - Meeting Chair               | 3:25 - 3:30 p.m. |

Adjourn

Next Meeting: January 22, 2026 @ 2:30



PSERN Board of Directors  
Agenda Item #5

Title: Consent Agenda

PSERN Operator Board of Directors Meeting Date: December 11, 2025

PSERN Staff Contact: Tracey Doss, Administrator

---

Appendix A – October 23, 2025, Meeting Minutes

Appendix B – Accounts Payable Detail

Appendix C – Payroll & Benefits Detail

Appendix D – Revised Employee Handbook

<b>10/15/2025-12/01/2025</b>	Paid from Checking 7919 Accounts Payable (Appendix B)	\$1,008,589.40
	Paid from Checking 0447 Payroll & Benefits (Appendix C)	\$524,777.64
	<b>TOTAL</b>	<b>\$1,533,367.04</b>

**MOTION:** Approve the Consent Agenda.



**MINUTES**  
**PSERN OPERATOR BOARD OF DIRECTORS MEETING**  
**October 23, 2025**

**Location:** PSERN Conference Room 19717 62<sup>nd</sup> Ave S, E102, Kent, WA 98032

**Virtual meeting:** Microsoft Teams (details below)

**Date:** Thursday, October 23, 2025

**Time:** 2:30 p.m. – 4:00 p.m.

**Microsoft Teams Meeting:** Members of the public are invited to participate in the meeting in person at the location above or virtually by telephone or video by using the following phone number and meeting ID: 1-323-433-2132 Meeting ID: 547299182#.

**Directors Present:** Kurt Triplett, Chair, Jacob Adams, Undersheriff Jesse Anderson, Vonnie Mayer, Chief Dan Yourkoski

**Attendees:** Sean Bachler, Spencer Bahner, Jason Blackledge, Tom Bloomingdale, Felix Corcoro, Daydra Denson, Creighton Donovan, Tracey Doss, Sean Douglas, Ken Elliott, Adrian Englet, Matt Fuller, Andy Kancel, Kyle Lambert, Assistant Chief Chris Lombard, Laura Marungo, Sofia Mabee, Tony Minor, Kimberly Nuber, Tracy Plouse, Bob Potts, Nic Prior, Alex Rampley, Chris Rider, Josh Saran, Bryan Sheward, Darrick Valona, Mike Webb, Ned Worcester

- |    |                                |                  |
|----|--------------------------------|------------------|
| 1. | Call to Order – Meeting Chair  | 2:34 p.m.        |
| 2. | Roll Call – Tracey Doss        | 2:34 p.m.        |
| 3. | Public Comment – Meeting Chair | 2:35 – 2:36 p.m. |
|    | No public comment.             |                  |
| 4. | Executive Session              | 2:36 – 2:58 p.m. |

The Chair announced a closed session to discuss the IBEW Local 77 collective bargaining agreement pursuant to RCW 42.30.140(4)(b), beginning at 2:36 and ending at 2:55.

The Chair returned to the regular meeting at 2:50 and extended the end time of the closed session from 2:52 to 3:00 due to the late start of the session.

The closed session ended, and the Chair resumed the regular meeting at 2:58.

- |    |                                |                  |
|----|--------------------------------|------------------|
| 5. | Consent Agenda – Meeting Chair | 2:58 – 3:01 p.m. |
|----|--------------------------------|------------------|



- a. Approve September 25, 2025, Meeting Minutes
- b. Approve Accounts Payable Detail
- c. Approve Payroll & Benefits Detail
- d. Approve the IBEW Local 77 Collective Bargaining Agreement

Motion to approve the Consent Agenda was made by Vonnie Mayer. Seconded by Undersheriff Jesse Anderson. Members unanimously approved the motion.

6. Action Register Review – Meeting Chair 3:01 p.m.

Mike Webb commented that the one open action item was forecasted to complete in December.

7. Executive Director Report – Mike Webb 3:01 – 3:09 p.m.

Mike Webb updated the board on the activities and initiatives of PSERN since the last meeting of the board in September.

8. 3rd Quarter 2025 Financial Results – Tracy Plouse 3:09 – 3:15 p.m.

Tracy Plouse gave an overview of PSERN's 3<sup>rd</sup> quarter 2025 financial results.

The Chair asked if the increased revenue from the leases and subleases was due to more leases or if PSERN was getting more revenue from the existing leases? Mike Webb answered that it was mostly from new leases; 3 – 4 significant colocation leases were executed since the budget was set in 2024.

9. PSERN Board Workplan Update – Mike Webb 3:15 – 3:20 p.m.

Mike Webb summarized the current workplan through 3<sup>rd</sup> quarter 2026 and requested feedback from the board on future updates and reporting now that the startup activities are largely done. Reporting going forward should be on a boarder set of initiatives and strategic planning.

The Chair confirmed that a strategic plan would be needed in 2026 and should include the input of the new Executive Director.



Undersheriff Anderson added that the skill and experience to create a strategic plan should be considered in a new Executive Director.

10. Executive Director Recruitment Update – Andy Kancel 3:20 – 3:42 p.m.

Andy Kancel, recruiter from SGR, gave an update on the status of the search for an Executive Director and an overview of the timeline for finding a candidate.

The Chair asked if the on-site panel interviews and final selections will be in February? Andy Kancel confirmed that was correct.

Andy Kancel outlined the next steps and asked for directions from the board on how they would like to make decisions to move forward on items such as the approval of the job description, interview questions, the brochure, and advertisement language.

Committee members will need to be identified who will be willing to sit on an initial panel to select semi-finalists, a panel to interview candidates, and a final panel to do on-site interviews with selected candidates.

The Chair asked if Andy was asking the hiring sub-committee to help with making decisions on the questions presented in his presentation or if he was asking the full board to participate?

Andy Kancel responded with whatever would be easiest for the board members. He suggested that a small panel be identified and made available to him to answer some of the questions.

Undersheriff Anderson asked how widespread the ad placement is to be sure of reaching qualified people throughout the country. Andy responded by reviewing the list of ad locations.

The Chair asked if the board members agree to have a sub-committee to work with Andy on the tasks to avoid quorum? The board members did not object.

The Chair asked if the board members objected to having two board members on one panel and another two on a different panel? The board members did not object.

The Chair asked who would be interested in serving on the initial sub-committee?

Undersheriff Anderson asked what the time commitment for the initial panel will be to work on the first set of tasks? Andy responded that decisions on the first set of questions will mostly be done by email, in the members own time, and ideally with a 48 hour turnaround time to get the answers back to him. He estimated about an hour to an hour and half. The interview questions would be a longer time commitment.

The Chair suggested that the sub-committee have at least one meeting to discuss interview questions and make final recommendations in addition to the work done by email and requested that it be done by the December 11 board meeting.

Andy Kancel requested that he needs approval of the job description, brochure and ad placement first to move forward.

Undersheriff Anderson, Vonnie Mayer, and Jacob Adams offered to participate in the sub-committees.

The Chair requested that Undersheriff Anderson and Jacob Adams be on the initial sub-committee and meet in the next few weeks to begin discussions and to invite the two non-voting members, Chris Elwell and Chief Yourkoski. The Chair suggested that the job description be sent to all the members via Mike Webb.

Mike Webb and Tracey Doss will also be available to answer questions or assist the committee.

The Chair requested that all the members submit concepts for the makeup of the other hiring panels to Mike and bring recommendations to the board at the December meeting. The board will decide at that time how to conduct the final interviews.

The Chair requested that anyone with questions or feedback send them to Mike Webb.

11. Operations Committee Report – Assistant Chief Lombard 3:42 – 3:43 p.m.

The Chair extended the regular meeting end time to 4:00 in order to hear all the agenda items.

Assistant Chief Lombard gave an update on the activities of the Operations Committee, including some of the members working with Andy on the recruitment.



12. Board of Directors Report - Board Officers 3:43 - 3:44 p.m.

No board reports.

13. Review of New Action Items - Meeting Chair 3:44 - 3:45 p.m.

All actions were related to the new hiring process with Andy Kancel. No other action items were noted.

14. Executive Session 3:45 – 3:50 p.m.

The Chair announced an executive session beginning at 3:45, lasting 10 minutes and returning no later than 3:55 for the purpose of reviewing the performance of the Executive Director pursuant to RCW 42.30.140(1)(g).

The Chair resumed the regular meeting at 3:50 and adjourned the meeting.

Adjourn 3:50

Next Meeting: December 11, 2025 @ 2:30

Appendix B - Accounts Payable Detail

PSERN Operator

Check Register - Consent Agenda  
 Check Issue Dates: 10/15/2025 - 12/1/2025

Page: 1  
 Dec 01, 2025 01:39PM

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
10/15/2025	Cummins Sales and Servic	Cummins Sales and Servic	786.02	01-250962686	Generator Maintenance	Generator Maintenance
10/15/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,304.68	01-250962701	Generator Maintenance	Generator Maintenance
10/15/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,318.47	01-250963071	Generator Maintenance	Generator Maintenance
10/15/2025	Puget Sound Energy	Puget Sound Energy	594.92	0505 SEP 2025	Utilities	Utilities - Sites
10/15/2025	PetroCard Inc.	PetroCard Inc.	14,194.88	0568998-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	465.96	0984 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	603.64	0992 SEP 2025	Utilities	Utilities - Sites
10/15/2025	McKinstry Co. LLC	McKinstry Co. LLC	4,995.40	10300070	HVAC Repairs and Mainten	HVAC Maintenance
10/15/2025	McKinstry Co. LLC	McKinstry Co. LLC	817.21	10300073	HVAC Repairs and Mainten	HVAC Maintenance
10/15/2025	McKinstry Co. LLC	McKinstry Co. LLC	1,000.37	10300074	HVAC Repairs and Mainten	HVAC Maintenance
10/15/2025	Wex Bank	Wex Bank	6,313.25	107839265	September 2025 Fuel	Vehicle Fuel
10/15/2025	Puget Sound Energy	Puget Sound Energy	529.33	1412 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	710.40	1818 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	331.86	1891 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Strategic Government Res	Strategic Government Res	9,421.65	2025-109944	Executive Director Recruit	Consulting Svcs - EE Related
10/15/2025	Federal Engineering, Inc.	Federal Engineering, Inc.	19,322.00	2025-3-274	Contract 24001 - Star Link	Set-Aside Services
10/15/2025	Puget Sound Energy	Puget Sound Energy	474.01	2055 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Seattle City Light	Seattle City Light	1,204.52	3648 SEP 2025	Utilities - Sites	Utilities - Sites
10/15/2025	Seattle City Light	Seattle City Light	38.40	5218 SEP 2025	Utilities - Sites	Utilities - Sites
10/15/2025	Verizon	Verizon	827.07	6124739878	Mobile Phone Service	Mobile Phone Service
10/15/2025	Spirit 105.3	Spirit 105.3	7,379.24	61872-5	September 2025 Lease	GASB 87 Clearing - Leases
10/15/2025	Chelan County PUD	Chelan County PUD	102.26	6311 SEP 2025	Site Utilities	Utilities - Sites
10/15/2025	Chelan County PUD	Chelan County PUD	75.26	6311 SEP 2025	Site Utilities	Utilities - Sites
10/15/2025	Chelan County PUD	Chelan County PUD	64.68	6311 SEP 2025	Site Utilities	Utilities - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	565.62	6778 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Seattle City Light	Seattle City Light	403.93	6974 SEP 2025	Utilities - Sites	Utilities - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	441.38	7370 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Seattle City Light	Seattle City Light	300.54	8288 SEP 2025	Utilities - Sites	Utilities - Sites
10/15/2025	Motorola Solutions, Inc.	Motorola Solutions, Inc.	18,102.06	8330313182	Antenna Replacement	Repairs & Maintenance - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	1,264.20	8861 SEP 2025	Utilities	Utilities - Sites
10/15/2025	Puget Sound Energy	Puget Sound Energy	693.25	8931 SEP 2025	Utilities	Utilities - Kent Office
10/15/2025	Tanner Electric Cooperativ	Tanner Electric Cooperativ	452.52	9623 SEP 2025	Utilities - Sites	Utilities - Sites
10/15/2025	Tanner Electric Cooperativ	Tanner Electric Cooperativ	561.88	9624 SEP 2025	Utilities - Sites	Utilities - Sites
10/15/2025	Day Management Corp.	Day Management Corp.	2,435.00	INV892122	Replace Camera at Snoqu	Tower Rigger Services
10/15/2025	SMS Cleaning	SMS Cleaning	935.10	PSE KENT-0925	Monthly Janitorial Services	Janitorial Services
10/15/2025	Department of Transportati	Department of Transportati	260.59	RE 45 JE5988 L016	Utility Site	Utilities - Sites
10/15/2025	Washington State Ferries	Washington State Ferries	47.55	RK450322	Travel - Ferries	Parking, Tolls, Carwash
10/16/2025	Navia Benefits	Navia Benefits	10.55	101425.1	HRA	HRA Benefit Expense
10/16/2025	Navia Benefits	Navia Benefits	774.92	101425.2	FSA	FSA Payable
10/17/2025	Comcast	Comcast	761.09	001002692470 7304	Ethernet	Fiber/Backhaul Services
10/17/2025	Comcast	Comcast	2,550.16	001002692470 7304	Ethernet	Fiber/Backhaul Services

Appendix B - Accounts Payable Detail

PSERN Operator

Check Register - Consent Agenda  
 Check Issue Dates: 10/15/2025 - 12/1/2025

Page: 2  
 Dec 01, 2025 01:39PM

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
10/17/2025	Comcast	Comcast	760.76	001002692470 7304	Ethernet	Fiber/Backhaul Services
10/17/2025	Pacifica Law Group LLP	Pacifica Law Group LLP	3,333.50	100872	Legal Services	Legal Services - Corp Admin
10/17/2025	SPECTRASITE COMMUNI	SPECTRASITE COMMUNI	8,234.01	154995661	October 2025 Lease	GASB 87 Clearing - Leases
10/17/2025	Summit Law	Summit Law	935.00	166429	Legal Services	Legal Services - EE Related
10/17/2025	Marsh USA LLC	Marsh USA LLC	16,125.00	261348913396	Valuation work	Legal Services - Corp Admin
10/17/2025	American Tower	American Tower	9,880.81	414053849	October 2025 Lease - Nort	GASB 87 Clearing - Leases
10/17/2025	Cascade Public Media	Cascade Public Media	16,423.42	OCT2025LEASE	Capitol Hill Site Lease- Oct	GASB 87 Clearing - Leases
10/21/2025	Paychex	Paychex	2,122.18	Q3 2025 WA L&I	Q3 WA L&I Taxes Payable	WA L&I Payable EE
10/21/2025	Paychex	Paychex	5,083.95	Q3 2025 WA L&I	Q3 WA L&I Taxes Payable	WA L&I Payable ER
10/21/2025	Paychex	Paychex	-.19	Q3 2025 WA L&I	Q3 WA L&I Taxes Payable	Misc Services - EE Related
10/22/2025	Paychex	Paychex	790.00	10232025 GARNISHMENT	10/23/2025 GARNISHMEN	Garnishment Payable
10/22/2025	Paychex	Paychex	94,394.58	10232025 PAYCHEX INVO	10/23/2025 PAYROLL PAY	Payroll Payable
10/22/2025	Paychex	Paychex	43.18	10232025 PAYCHEX PER	10/23/2025 Paychex Perks	Benefits Payable EE
10/22/2025	Paychex	Paychex	3,234.27	10232025 PAYROLL PAYA	10/23/2025 PAYROLL PAY	Payroll Payable
10/22/2025	Paychex	Paychex	30,090.19	10232025 TAXPAY	10/23/2025 Payroll Taxes P	Payroll Taxes Payable EE
10/22/2025	Paychex	Paychex	9,851.87	10232025 TAXPAY	10/23/2025 Payroll Taxes P	Payroll Taxes Payable ER
10/22/2025	Paychex	Paychex	1,123.47	10232025 TAXPAY.1	10/23/2025 Payroll Taxes P	Payroll Taxes Payable EE
10/22/2025	Paychex	Paychex	333.37	10232025 TAXPAY.1	10/23/2025 Payroll Taxes P	Payroll Taxes Payable ER
10/23/2025	Navia Benefits	Navia Benefits	15.71	102125.1	FSA	FSA Payable
10/23/2025	Paychex	Paychex	215.03	2025102101	10/23/2025 PAYROLL	Payroll Processing
10/23/2025	Paychex	Paychex	403.16	2025102102	10/23/2025 PAYROLL	Payroll Processing
10/24/2025	Washington State Patrol	Washington State Patrol	6,008.59	00185946	PSERN-27 King Lake Oct	GASB 87 Clearing - Leases
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,222.75	01-251063160	Generator Maintenance	Generator Maintenance
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,200.92	01-251063161	Generator Maintenance	Generator Maintenance
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,426.45	01-251063162	Generator Maintenance	Generator Maintenance
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,532.62	01-251063163	Generator Maintenance	Generator Maintenance
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,474.45	01-251063164	Generator Maintenance	Generator Maintenance
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	404.42	01-251063223	Generator Maintenance	Generator Maintenance
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	404.42	01-251063225	Generator Maintenance	Generator Maintenance
10/24/2025	Snohomish County PUD	Snohomish County PUD	214.81	0839 SEP 2025	Sites Utilities	Utilities - Sites
10/24/2025	Snohomish County PUD	Snohomish County PUD	275.80	0847 OCT 2025	Sites Utilities	Utilities - Sites
10/24/2025	McKinstry Co. LLC	McKinstry Co. LLC	1,205.50	10302062	HVAC Repairs and Mainten	HVAC Maintenance
10/24/2025	FPI	FPI	708.41	104233	Fire Suppression	Fire Suppression
10/24/2025	Puget Sound Energy	Puget Sound Energy	274.56	1354 OCT 2025	Utilities	Utilities - Sites
10/24/2025	Puget Sound Energy	Puget Sound Energy	1,106.53	1370 SEP 2025	Utilities	Utilities - Sites
10/24/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,655.43	15-250914261	Generator Maintenance	Generator Maintenance
10/24/2025	Puget Sound Energy	Puget Sound Energy	296.07	1628 OCT 2025	Utilities	Utilities - Sites
10/24/2025	Puget Sound Energy	Puget Sound Energy	161.77	1636 SEP 2025	Utilities	Utilities - Sites
10/24/2025	Puget Sound Energy	Puget Sound Energy	396.68	2022 SEP 2025	Utilities	Utilities - Sites
10/24/2025	Mission Critical Partners, L	Mission Critical Partners, L	1,981.76	26034	Project 24-254 Work order	Set-Aside Services
10/24/2025	Automated Communication	Automated Communication	330.30	31200	Fire Monitoring 2nd & 3rd	Fire Monitoring

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
10/24/2025	Automated Communication	Automated Communication	326.10	31201	Fire Monitoring 2nd & 3rd	Fire Monitoring
10/24/2025	LDC Inc	LDC Inc	3,472.00	39259	T25-9022 - Drawings / Pro	Set-Aside Services
10/24/2025	Northwest Tower Engineeri	Northwest Tower Engineeri	2,500.00	6131	LWIT Study, Lake Washingt	Tower Inspection Services
10/24/2025	Puget Sound Energy	Puget Sound Energy	618.18	6745 OCT 2025	Utilities	Utilities - Sites
10/24/2025	Puget Sound Energy	Puget Sound Energy	311.16	6935 OCT 2025	Utilities	Utilities - Sites
10/24/2025	Seattle City Light	Seattle City Light	2,153.27	6975 SEP 2025	Utilities - Sites	Utilities - Sites
10/24/2025	Puget Sound Energy	Puget Sound Energy	284.07	6976 SEP 2025	Utilities	Utilities - Sites
10/24/2025	Puget Sound Energy	Puget Sound Energy	425.46	7206 OCT 2025	Utilities	Utilities - Sites
10/24/2025	Lumen	Lumen	2,394.86	756177947 J6HY	backhaul fiber	Fiber/Backhaul Services
10/24/2025	Lumen	Lumen	1,672.23	756208656 LGZ4	Network IT Services	IT Network Services - Kent Ofc
10/24/2025	Ziplyfiber	Ziplyfiber	140.75	8245 OCT 2025	Site Utilities	Utilities - Sites
10/24/2025	Lumen	Century Link	180.42	8298 OCT 2025	Phone Service	Phone Service
10/24/2025	Enduris Washington	Enduris Washington	250.00	D26-C11125-1	Insurance - Claim - Auto ph	Vehicle Maintenance
10/24/2025	WA State Dept. of Retirem	WA State Dept. of Retirem	10,746.44	EPP-20251021-0000039	Retirement Payable EE	Retirement Payable - EE
10/24/2025	WA State Dept. of Retirem	WA State Dept. of Retirem	5,030.37	EPP-20251021-0000039	Retirement Payable ER	Retirement Payable - ER
10/24/2025	WA State Dept. of Retirem	WA State Dept. of Retirem	1,630.91	EPP-20251021-0000039	DCP Retirement Payable E	Retirement Payable - EE
10/24/2025	WA Department of Revenu	WA Department of Revenu	787.96	SEP 2025 EXCISE TAX R	B&O Tax Exp Subleases	B&O Tax - Subleases
10/27/2025	Caselle Inc	Caselle Inc	2,263.28	INV-11806	October 2025 Invoice	Software Related - Admin
10/28/2025	WFT Company Two LLC	WFT Company Two LLC	9,655.00	NOVEMBER 2025	Kent Facility Lease	GASB 87 Clearing Kent Office
10/28/2025	WFT Company Two LLC	WFT Company Two LLC	3,426.45	NOVEMBER 2025	CAM Charge 2025	Utilities - Kent Office
10/30/2025	Pacifica Law Group LLP	Pacifica Law Group LLP	3,306.00	101497	Legal Services	Legal Services - Corp Admin
10/30/2025	Navia Benefits	Navia Benefits	19.60	102825.1	HRA	HRA Benefit Expense
10/30/2025	Navia Benefits	Navia Benefits	395.66	102825.2	FSA	FSA Payable
10/30/2025	Richard J Busch	Richard J Busch	680.00	199919	Legal - Leases	Legal Serv - Leases/Subleases
10/30/2025	Richard J Busch	Richard J Busch	4,800.00	199919	Legal - Sublease	Legal Services - Subleases
10/30/2025	United Rentals	United Rentals	5,342.93	239291533-013	Generator 45-49 KVA Tier	Generator Rental
10/30/2025	United Rentals	United Rentals	5,692.93	249106772-005	Generator 40-44 KVA Tier	Generator Rental
10/30/2025	American Tower	American Tower	6,492.20	414054457	October 2025 Lease - Iron	GASB 87 Clearing - Leases
10/30/2025	Department of Natural Res	Department of Natural Res	24,492.90	490001001881472026	McDonald Lease 11/01/202	GASB 87 Clearing - Leases
10/30/2025	Department of Natural Res	Department of Natural Res	23,915.64	490001001881512026	West Tiger Lease 11/01/20	GASB 87 Clearing - Leases
10/31/2025	WA Department of Revenu	WA Department of Revenu	2,715.99	Q3 2025 LET	LET Tax Payable	LET Taxes Payable
11/05/2025	KBT Distributing LLC	KBT Distributing LLC	2,157.91	0013681-IN	Fuel/Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	743.03	01-251063664	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,581.69	01-251063898	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,855.06	01-251063903	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,856.12	01-251063904	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,578.43	01-251063911	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,516.91	01-251063912	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,598.98	01-251063914	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,516.91	01-251063915	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,242.54	01-251063916	Generator Maintenance	Generator Maintenance

Appendix B - Accounts Payable Detail

PSERN Operator

Check Register - Consent Agenda  
 Check Issue Dates: 10/15/2025 - 12/1/2025

Page: 4  
 Dec 01, 2025 01:39PM

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,910.93	01-251064150	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,199.79	01-251064152	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,534.78	01-251064153	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,763.40	01-251064154	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,090.46	01-251064155	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,290.61	01-251064156	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,520.77	01-251064157	Generator Maintenance	Generator Maintenance
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,258.20	01-251064158	Generator Maintenance	Generator Maintenance
11/05/2025	PetroCard Inc.	PetroCard Inc.	4,813.25	0570138-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	PetroCard Inc.	PetroCard Inc.	7,858.72	0570139-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	PetroCard Inc.	PetroCard Inc.	2,785.55	0570140-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	PetroCard Inc.	PetroCard Inc.	10,977.80	0570141-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	PetroCard Inc.	PetroCard Inc.	2,405.02	0570987-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	PetroCard Inc.	PetroCard Inc.	1,556.97	0571182-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	PetroCard Inc.	PetroCard Inc.	2,506.93	0571199-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/05/2025	King County Finance	King County Finance	1,125.00	11016405	KCIT iNet Other Misc Svc	Fiber/Backhaul Services
11/05/2025	Puget Sound Energy	Puget Sound Energy	1,025.76	1115 OCT 2025	Utilities	Utilities - Sites
11/05/2025	Puget Sound Energy	Puget Sound Energy	498.11	1271 OCT 2025	Utilities	Utilities - Sites
11/05/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,505.07	15-251014440	Generator Maintenance	Generator Maintenance
11/05/2025	Puget Sound Energy	Puget Sound Energy	468.41	1594 OCT 2025	Utilities	Utilities - Sites
11/05/2025	Puget Sound Energy	Puget Sound Energy	490.12	1792 OCT 2025	Utilities	Utilities - Sites
11/05/2025	Brandon Wright	Brandon Wright	4,000.00	1816	City Works - Discovery	Consult Svcs Network
11/05/2025	Brandon Wright	Brandon Wright	8,000.00	1816	City Works - Design	Consult Svcs Network
11/05/2025	National Facility Contractor	National Facility Contractor	631.54	2025-47908	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	1,781.35	2025-47909	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	3,088.51	2025-47910	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	1,748.19	2025-47912	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	3,671.56	2025-479770	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	774.60	2025-479771	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	3,128.34	2025-479772	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	2,647.56	2025-479773	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	454.35	2025-479774	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	610.73	2025-479775	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	4,132.94	2025-479776	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	5,122.49	2025-479777	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	228.01	2025-479778	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	930.60	2025-479779	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	1,836.69	2025-479780	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	2,050.15	2025-479781	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	6,871.75	2025-479782	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	2,188.04	2025-479783	Site Landscape & Mainten	Repairs & Maintenance - Sites

Appendix B - Accounts Payable Detail

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
11/05/2025	National Facility Contractor	National Facility Contractor	547.75	2025-479784	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	446.30	2025-479785	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	1,581.70	2025-479786	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	1,145.09	2025-479787	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	4,569.44	2025-479788	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	611.96	2025-479789	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	1,130.33	2025-479790	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	1,156.22	2025-479791	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	5,508.14	2025-479792	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	4,519.85	2025-479793	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	3,110.27	2025-479794	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	2,031.56	2025-479795	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	451.00	2025-479796	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	482.08	2025-479806	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	2,664.29	2025-479807	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	2,917.06	2025-479808	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	439.66	2025-479811	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	239.90	2025-479812	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	438.85	2025-479813	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	4,646.36	2025-479814	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	747.15	2025-479847	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	4,902.42	2025-479852	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	National Facility Contractor	National Facility Contractor	629.81	2025-479853	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	Mission Critical Partners, L	Mission Critical Partners, L	10,620.00	26216	Project 25-212 Work order	Set-Aside 2024 Op Res Svcs
11/05/2025	City of Bellevue	City of Bellevue	4,534.20	53673	October 2025 Lease	GASB 87 Clearing - Leases
11/05/2025	City of Bellevue	City of Bellevue	1,210.00	53674	October 2025 Lease	GASB 87 Clearing - Leases
11/05/2025	Spirit 105.3	Spirit 105.3	290.30	57016-52	site utilities October 2025	Utilities - Sites
11/05/2025	Northwest Tower Engineeri	Northwest Tower Engineeri	500.00	6136	Tower Inspection & Report	Tower Inspection Services
11/05/2025	Puget Sound Energy	Puget Sound Energy	530.70	6778 OCT 2025	Utilities	Utilities - Sites
11/05/2025	Seattle City Light	Seattle City Light	395.26	6974 OCT 2025	Utilities - Sites	Utilities - Sites
11/05/2025	Lumen	CenturyLink	27,434.06	756647265 3340	backhaul fiber	Fiber/Backhaul Services
11/05/2025	Puget Sound Energy	Puget Sound Energy	3,368.91	8846 OCT 2025	Utilities	Utilities - Sites
11/05/2025	Puget Sound Energy	Puget Sound Energy	688.00	8931 OCT 2025	Utilities	Utilities - Kent Office
11/05/2025	Maicom LLC	Maicom LLC	14,847.16	CINV0206425	Install customer provided b	Misc Services - Radio Site Svc
11/05/2025	National Facility Contractor	National Facility Contractor	2,022.27	NFC 2025-47911	Site Landscape & Mainten	Repairs & Maintenance - Sites
11/05/2025	South King Fire & Rescue	South King Fire & Rescue	2,011.36	NOVEMBER2025	Lease November 2025	GASB 87 Clearing - Leases
11/05/2025	South King Fire & Rescue	South King Fire & Rescue	6,634.65	Q3 ANTENNA BILLINGS 2	T-Mobile for Fed.Way Q3 s	Sublease Revenue Share
11/05/2025	South King Fire & Rescue	South King Fire & Rescue	11,166.18	Q3 ANTENNA BILLINGS 2	AT&T for Fed.Way Q3 subl	Sublease Revenue Share
11/05/2025	South King Fire & Rescue	South King Fire & Rescue	3,666.00	Q3 ANTENNA BILLINGS 2	Dish Wireless for Fed.Way	Sublease Revenue Share
11/05/2025	AT&T Mobility	AT&T Mobility	216.82	REFUND112025	Overpayment of NOV 24 s	Accounts Receivable
11/05/2025	AT&T Mobility	AT&T Mobility	216.82	REFUND112025	Overpayment of DEC 24 s	Accounts Receivable

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
11/05/2025	City of Tukwila	City of Tukwila	24.36	REFUND112025	Overpayment of invoice 75	Accounts Receivable
11/05/2025	Lucky Dog Auto Glass LLC	Lucky Dog Auto Glass LLC	325.84	S-21319	Auto Glass replacement 20	Vehicle Maintenance
11/06/2025	Quality Collision Pacific No	Quality Collision Pacific No	8,493.47	RO 20804 C11084	2024 Ford F-350 collision	Vehicle Maintenance
11/07/2025	Comcast	Comcast	722.01	001002708110 1342	Ethernet	Fiber/Backhaul Services
11/07/2025	Comcast	Comcast	722.65	001002708110 1342	Ethernet	Fiber/Backhaul Services
11/07/2025	Comcast	Comcast	775.72	001002846288 7304	Ethernet	Fiber/Backhaul Services
11/07/2025	Comcast	Comcast	2,601.20	001002846288 7304	Ethernet	Fiber/Backhaul Services
11/07/2025	Comcast	Comcast	775.34	001002846288 7304	Ethernet	Fiber/Backhaul Services
11/07/2025	AWC Employee Benefit Tru	AWC Employee Benefit Tru	51,224.07	75395	Benefits November 2025	Benefits
11/07/2025	Xpress Solutions Inc	Xpress Solutions Inc	48.00	INV-XPR029726	Das Billing Services Octob	Misc Services - Corp Tech
11/07/2025	United States Treasury	United States Treasury	30.00	IRS 940	87-3876575 940 Request	Misc Services - EE Related
11/07/2025	United States Treasury	United States Treasury	30.00	IRS 940-C	87-3876575 940-C Reques	Misc Services - EE Related
11/07/2025	United States Treasury	United States Treasury	180.00	IRS 941	87-3876575 941 Request	Misc Services - EE Related
11/07/2025	United States Treasury	United States Treasury	180.00	IRS 941-X	87-3876575 941-X Reques	Misc Services - EE Related
11/07/2025	United States Treasury	United States Treasury	30.00	IRS W2	87-3876575 W2 Request	Misc Services - EE Related
11/07/2025	United States Treasury	United States Treasury	30.00	IRS W2-C	87-3876575 W2-C Request	Misc Services - EE Related
11/07/2025	United States Treasury	United States Treasury	30.00	IRS W3	87-3876575 W3 Request	Misc Services - EE Related
11/07/2025	United States Treasury	United States Treasury	30.00	IRS W3-C	87-3876575 940 Request	Misc Services - EE Related
11/07/2025	Cascade Public Media	Cascade Public Media	16,423.43	NOV2025LEASE	Capitol Hill Site Lease- Nov	GASB 87 Clearing - Leases
11/10/2025	Brown Bear Car Wash	U.S. Bank Corporate Paym	15.00	****3644 OCT 2025.1	005494	Parking, Tolls, Carwash
11/10/2025	Atlassian	U.S. Bank Corporate Paym	77.58	****3644 OCT 2025.1	IN-004-476-031	Software Related - Network
11/10/2025	Amazon	U.S. Bank Corporate Paym	11.01	****3644 OCT 2025.1	112-9556682-9731459	Office Supplies
11/10/2025	Adobe Inc	U.S. Bank Corporate Paym	205.54	****3644 OCT 2025.1	AD02855200027CUS	Software Related - Admin
11/10/2025	Amazon	U.S. Bank Corporate Paym	16.83	****3644 OCT 2025.1	114-3374453-6571409	Tech Supplies
11/10/2025	Atlassian	U.S. Bank Corporate Paym	92.57	****3644 OCT 2025.1	IN-004-647-648	Software Related - Network
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	350.00	****3644 OCT 2025.1	INV-DF-USA-54698722-74	Software Related - Network
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	9.93	****3644 OCT 2025.1	110079997	Software Related - Admin
11/10/2025	Parking Not Otherwise Spe	U.S. Bank Corporate Paym	18.00	****3644 OCT 2025.1	81682	Training & Conferences
11/10/2025	Parking Not Otherwise Spe	U.S. Bank Corporate Paym	14.00	****3644 OCT 2025.1	081848	Training & Conferences
11/10/2025	Uber	U.S. Bank Corporate Paym	21.04	****3644 OCT 2025.1	Uber 9025 21.04	Training & Conferences
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	35.00	****3644 OCT 2025.1	0064250246955	Training & Conferences
11/10/2025	Uber	U.S. Bank Corporate Paym	20.91	****3644 OCT 2025.1	Uber 9025 20.91	Training & Conferences
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	807.36	****3644 OCT 2025.1	45941 32110	Training & Conferences
11/10/2025	Amazon	U.S. Bank Corporate Paym	30.14	****3644 OCT 2025.1	112-3792604-9942647	Office Supplies
11/10/2025	Home Depot	U.S. Bank Corporate Paym	1,666.22	****3644 OCT 2025.1	WN35714417	Tools & Supplies
11/10/2025	Good To Go	U.S. Bank Corporate Paym	82.65	****3644 OCT 2025.1	142381663	Parking, Tolls, Carwash
11/10/2025	Amazon	U.S. Bank Corporate Paym	6.60	****3644 OCT 2025.1	113-9723783-1486648	Office Supplies
11/10/2025	Good To Go	U.S. Bank Corporate Paym	79.25	****3644 OCT 2025.1	good2go10.25.25	Parking, Tolls, Carwash
11/10/2025	Parking Not Otherwise Spe	U.S. Bank Corporate Paym	26.00	****3644 OCT 2025.1	225272	Training & Conferences
11/10/2025	Amazon	U.S. Bank Corporate Paym	32.80	****3644 OCT 2025.1	112-2003228-6580254	Office Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	1,020.56	****3644 OCT 2025.1	112-4110945-5397844	Tools & Supplies

Appendix B - Accounts Payable Detail

PSERN Operator

Check Register - Consent Agenda  
 Check Issue Dates: 10/15/2025 - 12/1/2025

Page: 7  
 Dec 01, 2025 01:39PM

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
11/10/2025	Amazon	U.S. Bank Corporate Paym	53.99	****3644 OCT 2025.1	112-4169579-5178641	Tools & Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	10.57	****3644 OCT 2025.1	112-0634987-2355420	Tech Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	45.74	****3644 OCT 2025.1	112-3529784-5814621	Office Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	31.62	****3644 OCT 2025.1	112-5506782-3963429	EE Safety Supplies
11/10/2025	Good To Go	U.S. Bank Corporate Paym	111.15	****3644 OCT 2025.1	142381663	Parking, Tolls, Carwash
11/10/2025	Cintas	U.S. Bank Corporate Paym	599.33	****3644 OCT 2025.1	0F93152763	Fire Suppression
11/10/2025	Grainger	U.S. Bank Corporate Paym	614.09	****3644 OCT 2025.1	9658672283	Fuel System Supplies
11/10/2025	Les Schwab	U.S. Bank Corporate Paym	1,874.09	****3644 OCT 2025.1	38300719107	Vehicle Maintenance
11/10/2025	Amazon	U.S. Bank Corporate Paym	1,462.08	****3644 OCT 2025.1	112-5749627-0285825	EE Safety Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	995.10	****3644 OCT 2025.1	112-8169420-7833042	Tech Supplies
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	17.63	****3644 OCT 2025.1	23645	Parking, Tolls, Carwash
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	113.52	****3644 OCT 2025.1	675516141	Vehicle Maintenance
11/10/2025	Napa Auto Parts	U.S. Bank Corporate Paym	22.00	****3644 OCT 2025.1	626263	Veh Parts & Supp
11/10/2025	Home Depot	U.S. Bank Corporate Paym	5.93	****3644 OCT 2025.1	47030000203869	Site Parts/Supplies
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	29.37	****3644 OCT 2025.1	102230	Site Parts/Supplies
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	14.12	****3644 OCT 2025.1	624682	Site Parts/Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	132.74	****3644 OCT 2025.1	112-0127306-1593870	Office Supplies
11/10/2025	Atlassian	U.S. Bank Corporate Paym	1,343.63	****3644 OCT 2025.1	IN-004-663-623	Software Related - Network
11/10/2025	Misc Credit Card Receipts	U.S. Bank Corporate Paym	209.66	****3644 OCT 2025.1	2000446962	Office Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	132.74	****3644 OCT 2025.1	113-7366119-6821817	Office Supplies
11/10/2025	Amazon	U.S. Bank Corporate Paym	67.46	****3644 OCT 2025.1	113-5129884-5174609	Office Supplies
11/10/2025	Brown Bear Car Wash	U.S. Bank Corporate Paym	13.21	****3644 OCT 2025.1	80155	Parking, Tolls, Carwash
11/10/2025	Navia Benefits	Navia Benefits	100.00	11036813	October 2025 Benefits Fee	Benefit Plan Administration
11/10/2025	Navia Benefits	Navia Benefits	100.00	11036814	October 2025 Benefits Fee	Benefit Plan Administration
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	624.51	01-251064626	Generator Maintenance	Generator Maintenance
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,372.49	01-251064935	Generator Maintenance	Generator Maintenance
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,495.05	01-251064936	Generator Maintenance	Generator Maintenance
11/14/2025	Puget Sound Energy	Puget Sound Energy	558.47	0505 OCT 2025	Utilities	Utilities - Sites
11/14/2025	Puget Sound Energy	Puget Sound Energy	607.67	0992 OCT 2025	Utilities	Utilities - Sites
11/14/2025	FPI	FPI	430.95	104752	Fire Suppression	Fire Suppression
11/14/2025	FPI	FPI	1,707.00	104754	Fire Suppression	Fire Suppression
11/14/2025	FPI	FPI	22,521.60	104755	Fire Suppression	Fire Suppression
11/14/2025	Wex Bank	Wex Bank	6,600.98	108352957	October 2025 Fuel	Vehicle Fuel
11/14/2025	Puget Sound Energy	Puget Sound Energy	502.98	1412 OCT 2025	Utilities	Utilities - Sites
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,417.48	15-251014632	Generator Maintenance	Generator Maintenance
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,417.48	15-251014635	Generator Maintenance	Generator Maintenance
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,452.63	15-251014639	Generator Maintenance	Generator Maintenance
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,452.63	15-251014644	Generator Maintenance	Generator Maintenance
11/14/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,655.43	15-251014678	Generator Maintenance	Generator Maintenance
11/14/2025	Puget Sound Energy	Puget Sound Energy	423.71	1891 OCT 2025	Utilities	Utilities - Sites
11/14/2025	Quality Collision Pacific No	Quality Collision Pacific No	-15,333.23	24278017-C11065	Ford F250 Repairs - Claim	Vehicle Maintenance

Appendix B - Accounts Payable Detail

PSERN Operator

Check Register - Consent Agenda  
 Check Issue Dates: 10/15/2025 - 12/1/2025

Page: 8  
 Dec 01, 2025 01:39PM

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
11/14/2025	Chelan County PUD	Chelan County PUD	122.94	6311 OCT 2025	Site Utilities	Utilities - Sites
11/14/2025	Chelan County PUD	Chelan County PUD	82.13	6311 OCT 2025	Site Utilities	Utilities - Sites
11/14/2025	Chelan County PUD	Chelan County PUD	73.29	6311 OCT 2025	Site Utilities	Utilities - Sites
11/14/2025	Puget Sound Energy	Puget Sound Energy	467.60	7370 OCT 2025	Utilities	Utilities - Sites
11/14/2025	Lumen	Lumen	2,394.86	760049045 J6HY	backhaul fiber	Fiber/Backhaul Services
11/14/2025	Lumen	Lumen	1,672.23	760182446 LGZ4	Network IT Services	IT Network Services - Kent Ofc
11/14/2025	MCM Technology, LLC	MCM Technology, LLC	19,839.49	80821	MCM409PS-PO4 ANNUAL	Software Related - Network
11/14/2025	MCM Technology, LLC	MCM Technology, LLC	-19,839.49	80821	MCM409PS-PO4 ANNUAL	Software Related - Network
11/14/2025	MCM Technology, LLC	MCM Technology, LLC	19,839.49	80821	MCM409PS-PO4 ANNUAL	Prepaid Expenses
11/14/2025	Seattle City Light	Seattle City Light	296.19	8288 OCT 2025	Utilities - Sites	Utilities - Sites
11/14/2025	Puget Sound Energy	Puget Sound Energy	1,125.76	8861 OCT 2025	Utilities	Utilities - Sites
11/14/2025	Tanner Electric Cooperativ	Tanner Electric Cooperativ	427.44	9623 OCT 2025	Utilities - Sites	Utilities - Sites
11/14/2025	Tanner Electric Cooperativ	Tanner Electric Cooperativ	482.70	9624 OCT 2025	Utilities - Sites	Utilities - Sites
11/14/2025	SMS Cleaning	SMS Cleaning	935.10	PSE KENT-1025	Monthly Janitorial Services	Janitorial Services
11/14/2025	Verizon	Verizon	827.25	VERIZON 6127227033	Mobile Phone Service	Mobile Phone Service
11/19/2025	PetroCard Inc.	PetroCard Inc.	15,014.32	0571554-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/19/2025	PetroCard Inc.	PetroCard Inc.	2,792.38	0571639-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/19/2025	PetroCard Inc.	PetroCard Inc.	1,730.57	0571640-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/19/2025	PetroCard Inc.	PetroCard Inc.	1,171.29	0571641-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/19/2025	PetroCard Inc.	PetroCard Inc.	6,762.93	0571888-IN	Fuel / Diesel Delivery	Fuel/Diesel - Sites
11/19/2025	Red Wing Business Advant	Red Wing Business Advant	288.08	20251023120965	PPE equipment - Safety Su	EE Safety Supplies
11/19/2025	Red Wing Business Advant	Red Wing Business Advant	300.00	20251030120965	PPE equipment - Safety Su	EE Safety Supplies
11/19/2025	Red Wing Business Advant	Red Wing Business Advant	300.00	20251030120965	PPE equipment - Safety Su	EE Safety Supplies
11/19/2025	Tessco Technologies, Inc	Tessco Technologies, Inc	688.33	9400501404	N Female to N Male adapt	Tools & Supplies
11/19/2025	Tracy Plouse	Tracy Plouse	213.12	TRAVEL REIMBURSEME	Travel Reimbursement	Training & Conferences
11/20/2025	Quality Collision Pacific No	Quality Collision Pacific No	3,931.79	RO 20903-C11079	2023 Ford Bronco Sport co	Vehicle Maintenance
11/21/2025	SPECTRASITE COMMUNI	SPECTRASITE COMMUNI	8,234.01	155047802	November 2025 Lease	GASB 87 Clearing - Leases
11/21/2025	Summit Law	Summit Law	5,822.50	167162	Legal Services	Legal Services - EE Related
11/21/2025	United Rentals	United Rentals	5,342.93	239291533-014	Generator 125-149 KVA Ti	Generator Rental
11/21/2025	United Rentals	United Rentals	3,968.95	241846361-015	Generator 40-44 KVA Tier	Generator Rental
11/21/2025	United Rentals	United Rentals	5,692.93	249106772-006	Generator 40-44 KVA Tier	Generator Rental
11/21/2025	American Tower	American Tower	9,880.81	414434236	November 2025 Lease - N	GASB 87 Clearing - Leases
11/21/2025	American Tower	American Tower	6,492.20	414434970	November 2025 Lease - Iro	GASB 87 Clearing - Leases
11/25/2025	KBT Distributing LLC	KBT Distributing LLC	500.00	0003908-IN	Fuel/Diesel Delivery	Fuel/Diesel - Sites
11/25/2025	KBT Distributing LLC	KBT Distributing LLC	1,303.83	0013761-IN	Fuel/Diesel Delivery	Fuel/Diesel - Sites
11/25/2025	KBT Distributing LLC	KBT Distributing LLC	2,522.72	0013844-IN	Fuel/Diesel Delivery	Fuel/Diesel - Sites
11/25/2025	KBT Distributing LLC	KBT Distributing LLC	7,923.24	0013865-IN	Fuel/Diesel Delivery	Fuel/Diesel - Sites
11/25/2025	Washington State Patrol	Washington State Patrol	6,008.59	00186082	PSERN-27 King Lake Nov	GASB 87 Clearing - Leases
11/25/2025	Cummins Sales and Servic	Cummins Sales and Servic	1,410.94	01-251065466	Generator Maintenance	Generator Maintenance
11/25/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,653.49	01-251165526	Generator Maintenance	Generator Maintenance
11/25/2025	Cummins Sales and Servic	Cummins Sales and Servic	2,175.71	01-251165733	Generator Maintenance	Generator Maintenance

Appendix B - Accounts Payable Detail

PSERN Operator

Check Register - Consent Agenda  
 Check Issue Dates: 10/15/2025 - 12/1/2025

Page: 9  
 Dec 01, 2025 01:39PM

Check Issue Date	Merchant Name	Payee	Amount	Invoice Number	Description	Invoice GL Account Title
11/25/2025	Snohomish County PUD	Snohomish County PUD	207.54	0839 OCT 2025	Sites Utilities	Utilities - Sites
11/25/2025	Snohomish County PUD	Snohomish County PUD	286.70	0847 NOV 2025	Sites Utilities	Utilities - Sites
11/25/2025	Puget Sound Energy	Puget Sound Energy	525.37	0984 OCT 2025	Utilities	Utilities - Sites
11/25/2025	King County Finance	King County Finance	1,125.00	11016511	KCIT iNet Other Misc Svc	Fiber/Backhaul Services
11/25/2025	Puget Sound Energy	Puget Sound Energy	504.63	1628 NOV 2025	Utilities	Utilities - Sites
11/25/2025	Puget Sound Energy	Puget Sound Energy	242.10	1636 OCT 2025	Utilities	Utilities - Sites
11/25/2025	Puget Sound Energy	Puget Sound Energy	465.85	2022 OCT 2025	Utilities	Utilities - Sites
11/25/2025	Red Wing Business Advant	Red Wing Business Advant	300.00	20251106120965	PPE equipment - Safety Su	EE Safety Supplies
11/25/2025	Red Wing Business Advant	Red Wing Business Advant	300.00	20251106120965	PPE equipment - Safety Su	EE Safety Supplies
11/25/2025	Puget Sound Energy	Puget Sound Energy	491.92	2055 OCT 2025	Utilities	Utilities - Sites
11/25/2025	Johnson Controls Security	Johnson Controls Security	1,228.51	41891776	Security Alarm Services - 1	Security Services
11/25/2025	Spirit 105.3	Spirit 105.3	388.42	57016-53	site utilities November 202	Utilities - Sites
11/25/2025	Northwest Tower Engineeri	Northwest Tower Engineeri	5,000.00	6150	LWIT Study, Lake Washingt	Set-Aside Services
11/25/2025	Spirit 105.3	Spirit 105.3	7,379.24	61872-6	October 2025 Lease	GASB 87 Clearing - Leases
11/25/2025	Puget Sound Energy	Puget Sound Energy	618.52	6745 NOV 2025	Utilities	Utilities - Sites
11/25/2025	Puget Sound Energy	Puget Sound Energy	282.92	6935 NOV 2025	Utilities	Utilities - Sites
11/25/2025	Puget Sound Energy	Puget Sound Energy	459.98	6976 OCT 2025	Utilities	Utilities - Sites
11/25/2025	Puget Sound Energy	Puget Sound Energy	423.71	7206 NOV 2025	Utilities	Utilities - Sites
11/25/2025	Ziplyfiber	Ziplyfiber	140.75	8245 NOV 2025	Site Utilities	Utilities - Sites
11/25/2025	Lumen	Century Link	180.42	8298 NOV 2025	Phone Service	Phone Service
11/25/2025	Caselle Inc	Caselle Inc	2,263.28	INV-12738	November 2025 Invoice	Software Related - Admin
11/25/2025	Washington State Ferries	Washington State Ferries	74.85	RK451634	Travel - Ferries	Parking, Tolls, Carwash
11/26/2025	WA Department of Revenu	WA Department of Revenu	788.32	OCT 2025 EXCISE TAX R	B&O Tax Exp Subleases	B&O Tax - Subleases
12/01/2025	WFT Company Two LLC	WFT Company Two LLC	9,655.00	DECEMBER 2025	Kent Facility Lease	GASB 87 Clearing Kent Office
12/01/2025	WFT Company Two LLC	WFT Company Two LLC	3,426.45	DECEMBER 2025	CAM Charge 2025	Utilities - Kent Office
Grand Totals:			<u>1,008,589.40</u>			

Appendix C - Payroll Benefits

10/23/2025	PERS Payment	17,407.72
10/23/2025	Payroll and Taxes	139,860.93
11/6/2025	PERS Payment	16,905.65
11/6/2025	Payroll and Taxes	135,218.47
11/20/2025	PERS Payment	17,718.39
11/20/2025	Payroll and Taxes	197,666.48
		<b>524,777.64</b>

## PSERN Board of Directors Staff Report Agenda Item #5

**Title:** Employee Policy Handbook  
**Meeting Date:** December 11, 2025  
**PSERN Staff Contact:** Mike Webb, Executive Director  
**Action:** Decision

---

### **SUMMARY:**

This report provides a summary of revisions to the PSERN Employee Policy Handbook for the employees effective upon adoption. The employee handbook was revised to keep it consistent with the Local 77 collective bargaining agreement which was approved by the board at the October 23, 2025, meeting. Approval is being requested of the revised employee handbook, which is provided in Appendix A.

### **BACKGROUND**

The PSERN Employee Policy Handbook was created with assistance by Summit Law Group to enable the PSERN Operator to provide employees with employment policies and procedures, salary and benefits information, and provide required legal disclosures. The first version of the handbook was approved by the board at the October 3, 2023, meeting. There have been no revisions since its approval.

PSERN and IBEW Local 77 ratified a collective bargaining agreement (CBA) which was subsequently approved by the board at the October 23, 2025, meeting. The CBA contained items that were either not included in the employee handbook or conflicted with existing provisions. PSERN staff worked with the Summit Law Group to revise the handbook to be consistent with the CBA.

### **ANALYSIS:**

A marked-up draft of the revised employee policy handbook is provided as Appendix A to this report and Board of Directors approval is being requested. The sections below highlight key points that board members should be aware of. A detailed list of the changes made to the employee handbook based on the CBA is attached to this report as Appendix B. It captures the previous policy handbook language and the corresponding language in the CBA.

#### Changes From Previous Version

The following is a list of the changes that have been incorporated into the handbook to keep it aligned with the CBA:

- Section 6 – Probationary Periods, language was added to allow promoted employees to return to previously held positions within 60 days.
- Updated Section 11 – Wage Steps and Classification Pay System with additional language regarding step increases.

- Added Section 18 – Compensatory Time Off.
- Changed regular business hours in Section 20 (previously Section 19) to align with the CBA stated regular business hours.
- Updated Section 21 (previously Section 20) – On Call and Call Back Duties, to align with the CBA.
- Changed duration of paid breaks in Section 23 (previously Section 22) from 10 minutes to 15 minutes.
- Section 32 (previously Section 31) – Vacation Leave, vacation accrual policy updated.
- Section 34 (previously Section 33) – Sick Leave. Updated language around cash out upon separation.
- Section 42 (previously section 41) – Bereavement Leave usage is changed from 6 months to 12 months.
- Other minor, non-substantive changes.

#### **RECOMMENDATION AND NEXT STEPS**

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

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

#### **SUPPORTING DOCUMENTATION:**

**Appendix A:** Marked-up Revised Draft PSERN Operator Employee Policy Handbook

**Appendix B:** Employee Handbook Changes from the CBA

# Puget Sound Emergency Radio Network Operator Employee Policy Handbook

## Contents

## Contents

1. Introduction and Welcome Message.....	4
2. Scope of Handbook and At-Will Employment Disclaimer.....	4
3. Equal Employment Opportunity.....	5
4. Anti-Discrimination and Anti-Harassment Policy.....	5
5. Employee Definitions and Classifications.....	8
6. Probationary Periods.....	9
7. Background Checks.....	<a href="#">910</a>
8. Personnel Evaluations.....	11
9. Personnel Records.....	11
10. Personnel and Employment References.....	12
11. Wage Steps and Classification Pay System.....	12
12. Reasonable Accommodation of Disabilities.....	13
13. Pregnancy Accommodation.....	13
14. Lactation and Breastfeeding Accommodation.....	13
15. Accommodation of Religious Beliefs.....	14
16. Attendance and Punctuality.....	14
17. Overtime.....	14
18. Compensatory Time Off.....	15
19. FLSA Workweek Designation.....	16
20. Work Schedules.....	17
21. On-Call, <a href="#">Call-Out</a> and Call-Back Duties.....	18
22. Timekeeping.....	18
23. Meal and Break Periods.....	<a href="#">2019</a>
24. Executive Leave for Exempt Employees.....	<a href="#">2120</a>

25. Telecommuting and Hybrid Workplaces .....	<a href="#">2221</a>
26. Health and Welfare Benefits .....	<a href="#">2221</a>
27. Employee Assistance Program (EAP) .....	<a href="#">2322</a>
28. COBRA Coverage .....	<a href="#">2322</a>
29. Washington’s Long-Term “Cares” Act .....	<a href="#">2322</a>
30. PERS Coverage, Retirement Accounts, and Social Security .....	<a href="#">2423</a>
31. Workers’ Compensation (L&I) Insurance and Workplace Injuries.....	<a href="#">2423</a>
32. Vacation Leave .....	<a href="#">2524</a>
33. Holiday Leave.....	<a href="#">2827</a>
34. Sick Leave.....	<a href="#">2928</a>
35. Federal Family and Medical Leave Act (FMLA).....	<a href="#">3231</a>
36. Washington Paid Family and Medical Leave (PFML) .....	<a href="#">3231</a>
37. Pregnancy, Childbirth, and Related Disability Leave.....	<a href="#">3635</a>
38. Washington Family Care Act .....	<a href="#">3635</a>
39. Military Leave.....	<a href="#">3736</a>
40. Leave for Domestic Violence, Sexual Assault, or Stalking .....	<a href="#">3837</a>
41. Unpaid Religious Holidays .....	<a href="#">4039</a>
42. Bereavement Leave .....	<a href="#">4039</a>
43. Jury Duty.....	<a href="#">4039</a>
44. Other Unpaid Leaves of Absence .....	<a href="#">4140</a>
45. Administrative Leave; Fitness-for-Duty Examinations.....	<a href="#">4140</a>
46. Pay Periods and Payroll Procedures .....	<a href="#">4241</a>
47. Vehicles and Safe Driving Practices.....	<a href="#">4241</a>
48. Reimbursable Expenses and Mileage .....	<a href="#">4443</a>
49. Uniforms and Equipment.....	<a href="#">4443</a>
50. Outside Employment.....	<a href="#">4544</a>
51. Resignations and Retirement .....	<a href="#">4544</a>
52. Layoffs, Furloughs, and Reductions in Force.....	<a href="#">4645</a>
53. Training and Development.....	<a href="#">4645</a>
54. Workplace Privacy Disclaimer .....	<a href="#">4645</a>
55. Solicitation .....	<a href="#">4746</a>

56. Political Activities.....	<a href="#">4746</a>
57. Media Statements and Public Relations Communications.....	<a href="#">4847</a>
58. Inclement Weather, Natural Disasters, and Emergencies.....	<a href="#">4847</a>
59. Standards of Conduct .....	<a href="#">4847</a>
60. Workplace Violence and Weapons.....	<a href="#">5150</a>
61. Nepotism, Dating, and Romantic Relationships.....	<a href="#">5150</a>
62. Conflicts of Interest and Code of Ethics.....	<a href="#">5352</a>
63. Drug and Alcohol-Free Workplace and Testing .....	<a href="#">5352</a>
64. Smoking and Vaping .....	<a href="#">5554</a>
65. Open Door Policy and Dispute Resolution Procedure.....	<a href="#">5554</a>

## INTRODUCTORY MATERIALS

### 1. Introduction and Welcome Message

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

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

### 2. Scope of Handbook and At-Will Employment Disclaimer

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

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

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

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

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

### **3. Equal Employment Opportunity**

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

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

### **4. Anti-Discrimination and Anti-Harassment Policy**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **EMPLOYEE CLASSIFICATIONS, DEFINITIONS, AND EVALUATIONS**

### **5. Employee Definitions and Classifications**

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

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

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

## 6. Probationary Periods

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

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

Promotional Probationary Periods. Regular employees who are promoted into a new, higher-paying or higher-level role at the Operator are subject to a six (6) month promotional probationary period. During this time, if an employee is not meeting performance expectations or the business needs of the Operator, the Operator retains the discretion to return the employee back to his/her previously held position. An employee may also voluntarily return to his/her previously held position during the promotional probationary period, provided the employee does so within sixty (60) days of promotion. After sixty (60) days, an employee may only voluntarily return to his/her previously held position if the position is still vacant. During the promotional probationary period, employees remain subject to performance management, up to and including termination, for violations of this Handbook, independent from their performance in the promotional role.

## 7. Background Checks

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

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

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

## **8. Personnel Evaluations**

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

## **9. Personnel Records**

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

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

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

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

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

## **10. Personnel and Employment References**

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

## **11. Wage Steps and Classification Pay System**

The Operator's employees are paid based on their position classification, which is graded and based on a series of wage steps. Step increases are granted at the successful conclusion of probation and every twelve (12) months thereafter, provided the employee has received a satisfactory performance evaluation. An employee's step anniversary date resets when the employee changes his/her job classification. Please review the Operator's salary and classification system for more information.

Upon hire, an employee will be placed on the step best reflecting their experience, training, and qualifications. The Operator retains the discretion to deviate from this system, in whole or in part, on a case-by-case basis, taking into consideration recruitment and retention needs, business needs, and an employee's unique duties, training, and experience. This may include, for example, prior credit for relevant experience earned at a prior employer.

## **WORKPLACE ACCOMMODATIONS**

### **12. Reasonable Accommodation of Disabilities**

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

### **13. Pregnancy Accommodation**

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

### **14. Lactation and Breastfeeding Accommodation**

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

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

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

## **15. Accommodation of Religious Beliefs**

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

## **HOURS OF WORK, WORK SCHEDULES, AND OVERTIME**

### **16. Attendance and Punctuality**

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

### **17. Overtime**

Non-Exempt Employees. Non-exempt employees are subject to the overtime pay requirements of state and federal wage and hour laws. These laws generally require non-exempt employees be paid overtime wages, equal to one and one-half times (1.5x) the regular rate of pay, for any hours worked beyond 40 hours in a designated workweek. In addition, the Operator pays overtime when non-exempt employees work in excess of their regularly scheduled workday. For example, an employee who normally works an eight (8) hour workday, but is assigned to stay late and work a total of nine (9) hours, will receive one (1) hour of overtime. For purposes of calculating overtime, the

usage of accrued paid leave (vacation, sick, holiday) does not constitute “hours worked” towards 40 in a workweek, or towards an employee working in excess of his/her regularly scheduled workday (*i.e.*, an employee’s usage of paid leave during the workday is excluded from the determination of whether the employee worked in excess of the hours associated with the employee’s regular workday).

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

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

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

## **18. Compensatory Time Off**

In lieu of overtime, employees may request to earn compensatory time off, which may be granted at the supervisor’s discretion. A maximum of one hundred and twenty (120) hours of compensatory time off may be accumulated at any time. An employee must request to use compensatory time off at least forty-eight (48) hours in advance. Approval of any such request is at the supervisor’s discretion. Any accrued and unused compensatory time off remaining at the end of the calendar year will be cashed out and paid in the employee’s

final paycheck of the year.

### **18.19. FLSA Workweek Designation**

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

workweek for particular groups of employees, where supported by business and scheduling needs.

## **19-20. Work Schedules**

The Operator's regular business hours are ~~8:00~~7:30 a.m. until 45:00 p.m. Monday through Friday. Employees may be assigned work schedules outside of these times and days based upon the needs of the Operator. All employees at the Operator will be assigned to a standard work schedule by their supervisor. Unless otherwise specified, the work schedule for all full-time employees is 40 hours per week.

Non-Exempt Employees. Non-exempt employees will be assigned to a specific work schedule, taking into consideration the business needs of the Operator and the position held. A typical schedule at the Operator is Monday through Friday, starting at ~~78:30~~7:30 a.m. and ending at 45:00 p.m. Dependent on business needs, employees may be assigned to work different schedules, including varying shifts, weekends, and/or overtime. Where possible, the Operator attempts to provide as much advance notice as reasonably possible. Alternative work schedules will be considered by the Operator on a case-by-case basis, taking into consideration the nature of the position, the business needs of the Operator, and the preferences of the employee. In addition, the Operator recognizes occasions may arise where an employee requests to "flex" their daily schedule to account for personal commitments or appointments. Any such requests to "flex" a schedule should be communicated to a supervisor and approved in advance.

Exempt Employees. Exempt employees are expected to work the hours needed to perform the duties of their respective positions. Full-time positions have been established with the expectation it will take most employees approximately 40 hours per week to complete assigned duties, although the actual time needed to complete the job may vary from week to week depending on operational needs, an employee's efficiency, and other factors. Working irregular hours, evenings, and/or weekends may be required as a condition of employment. Exempt employees are afforded discretion over their specific working hours, but are generally expected to closely align their schedules with the Operator's daily business hours. In addition, certain positions may require adherence to fixed scheduling expectations (for example, pre-scheduled client visits, supervisory duties, attendance at Board meetings, etc.). Exempt employees are expected to use good judgment in managing their workloads, meeting customer service needs, and providing supervisory responsibilities. Any substantial or recurring variations from the Operator's daily business hours should be discussed with and approved by the exempt employee's supervisor or Executive Director.

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

## **20-21. On-Call, Call-Out and Call-Back Duties**

Thanks-Due to the critical nature of PSERN operations, certain categories of employees, including Radio Technicians Field Services and Sr. Field Services Technicians, are subject to on-call and call-back duties as a condition of employment. When placed on-call, an employee is subject to respond return to work ("called backout") outside of the employee's regular work shift. When assigned on-call duties, an employee is relieved of duties and is not required to restrict his/her personal activities. However, an on-call employee must remain fit-for-duty and free from the influence of alcohol or drugs that might adversely impact his/her ability to safely and effectively perform job duties. Once contacted, an employee is subject to the call-outback response and on-site reporting requirements stated in the Operator's on-call standard operating procedure (SOP). ~~The other terms and conditions of on-call and call-back duties, including on-call pay and scheduling, are stated in the on-call SOP.~~ Call-Back occurs when an employee not on active on-call is called to work outside of their regular work shift.

## **21-22. Timekeeping**

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

Non-exempt employees may be expected to review and verify their timekeeping records on a regular cadence. Employees are strictly prohibited from working "off the clock" and have an obligation to record all time worked, including any overtime, regardless of whether the overtime was preapproved. Employees with questions or concerns about their timekeeping obligations or the accuracy of their timekeeping records should immediately notify their supervisor or Human Resources.

Exempt Employees. Normally, absent performance concerns, exempt employees have discretion over their work schedules and therefore are not expected to record their daily hours worked, with any hours automatically tracked by the Operator's timekeeping

systems (with rules for exception reporting and absences). However, exempt employees are expected to record and deduct their usage of all forms of paid leave (vacation, sick,

holiday, and executive leave). Exempt employees who work four (4) or more hours during a workday are not required to deduct from their paid leave balances. Paid leave deductions are required only if an employee works less than (4) hours during a workday, including full-day absences. Provided below are examples for an exempt employee normally working an eight (8) hour workday:

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

## **22-23. Meal and Break Periods**

Non-Exempt Employees. Non-exempt employees are expected to observe daily meal and break periods. Employees are entitled to a paid break of ~~150~~ minutes for every four (4) hours of working time. Employees are entitled to an unpaid meal period for every five (5) hours of working time. The length of the meal period shall be either 30 or 60 minutes, depending on the position held by the employee and the business needs of the Operator. Employees will have their specific meal and break schedule assigned by their supervisor. For employees assigned to a typical eight (8) hour workday, breaks and meal periods should follow this regular cadence:

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

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

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

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

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

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

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

### **23-24. Executive Leave for Exempt Employees**

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

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

year). Absent exceptional circumstances, exempt employees are limited to a maximum of 80 hours of executive leave per calendar year.

## **24-25. Telecommuting and Hybrid Workplaces**

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

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

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

## **INSURANCE AND LEAVE BENEFITS**

### **25-26. Health and Welfare Benefits**

The Operator offers health, dental, and vision insurance coverage through the Association of Washington Cities (AWC). Enrollment options included both a preferred provider organization (PPO) and a health maintenance organization (HMO). To help pay for healthcare costs, employees are offered enrollment in Flexible Spending Accounts (FSAs), which serve as a vehicle to pay out-of-pocket costs using pre-tax dollars. Through various carriers, the Operator also offers life insurance, long-term disability, and accidental death and dismemberment insurance.

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

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

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

### **26-27. Employee Assistance Program (EAP)**

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

### **27-28. COBRA Coverage**

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

### **28-29. Washington's Long-Term "Cares" Act**

The Operator complies with the Washington Long-Term "Cares" Act. Consistent with the law, the Operator deducts premiums from employee pay and submits them to Washington's Employment Security Department (ESD). At present, premiums are valued at 0.58% of employee gross wages, subject to adjustment in subsequent years. Upon proof of official documentation from ESD, the Operator will honor private insurance

coverage opt-out exemptions held by employees. All other exemptions will be administered based on the requirements of the law.

### **29-30. PERS Coverage, Retirement Accounts, and Social Security**

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

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

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

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

### **30-31. Workers' Compensation (L&I) Insurance and Workplace Injuries**

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

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

### 31.32. Vacation Leave

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

Completed Years of Service	Annual Vacation Days
Upon hire through end of Year 5	12
Beginning of Year 6	15
<u>Beginning of Year 7</u>	<u>16</u>
<u>Beginning of Year 8</u>	<u>17</u>
Beginning of Year 9	<del>18</del> 6
<u>Beginning of Year 10</u>	<u>19</u>
Beginning of Year 11	20
Beginning of Year 17	21
Beginning of Year 18	22
Beginning of Year 19	23
Beginning of Year 20	24
Beginning of Year 21	25
Beginning of Year 22	26
Beginning of Year 23	27
Beginning of Year 24	28
Beginning of Year 25	29
Beginning of Year 26 and beyond	30

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

Scheduling and Usage. The Operator encourages employees to use their vacation leave during the calendar year to achieve work-life balance. Vacation leave should be scheduled at times mutually agreeable to the employee and the Operator. Employees are encouraged to request vacation leave as far in advance as possible by submitting the request with their supervisor. The Operator approves requests based on business needs, the availability of other personnel, the timeliness of the request, and the length of service of the requesting employee. The Operator reserves the right to deny vacation leave requests when the absence would interfere with business needs. Employees generally are not permitted to take vacation leave until the time has been approved, with exceptions evaluated on a case-by-case basis.

Vacation Deductions and Time-Tracking. Non-exempt employees are expected to deduct vacation leave based on actual leave used, in increments of 15 minutes,

consistent with the Operator's timekeeping system. For example, a non-exempt employee who is permitted to take a partial-day absence of 4 hours and 15 minutes should deduct this same amount from his/her vacation balance.

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

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

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

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

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

### **32.33. Holiday Leave**

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

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

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

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

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

Floating Holidays. Each employee shall receive two (2) floating holidays per calendar year. Floating holiday leave requests are approved by supervisors, taking into consideration the preferences of employees and the business needs of the Operator.

Floating holidays must be scheduled and used in full-day increments, have no cash value upon separation, and must be used in the calendar year they are accrued.

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

### **33-34. Sick Leave**

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

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

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

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
2. To allow an employee to provide care for a "family member" with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
3. When an employee's place of business (for example, the Operator) has been closed by order of a public official for any health-related reason, or when the school or place of care of an employee's child has been closed for such reason.
4. When an employee's absence qualifies for leave under Washington's domestic violence, sexual assault, or stalking leave act, RCW 49.76.

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

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

### Scheduling and Absences.

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

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

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

### Verification.

Verification for Non-Exempt Employees. The Operator may require documentation regarding the use of sick leave when a non-exempt employee has

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

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

#### Deductions and Time-Tracking.

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

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

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

Cash-Out Upon Separation. Upon full PERS-eligible retirement age (normally age 65), employees who separate from the Operator are eligible for cash-out of up to 25% of their unused sick leave, ~~up to a maximum of 1,040 hours. For example, an employee~~

~~who retires with 1,040 unused hours will be eligible for cash-out of 260 hours.~~ The cash-out value of each hour is based on the employee's base rate of pay as of the separation date. The cash-out will be deposited into a tax-advantaged, post-separation VEBA account. Should an employee be rehired within ~~24~~ months, his/her sick leave balance will be reinstated upon rehire, less the hours previously cashed-out.

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

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

### **34-35. Federal Family and Medical Leave Act (FMLA)**

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

### **35-36. Washington Paid Family and Medical Leave (PFML)**

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

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

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

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

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

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

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

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care

provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time-loss benefits under the workers' compensation system.

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

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

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

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

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

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

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

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

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

Coordination with Other Benefit Programs. When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of the Operator's policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the Operator's policy and subject to any FMLA or other legal requirements requiring continuation of coverage.

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

employee taking PFML leave chooses not to return to work for any reason, the employee should notify the Employer as soon as possible.

### **36-37. Pregnancy, Childbirth, and Related Disability Leave**

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

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

### **37-38. Washington Family Care Act**

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

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

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

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

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

### **38-39. Military Leave**

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

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

Washington Military Leave for Spouses and Registered Domestic Partners. The Operator provides military leave for spouses and registered domestic partners of members of the U.S. armed forces in accordance with state law. An employee must work an average of 20 hours per week to be eligible for leave under this policy. Such leave may also be covered under the FMLA or PFML, although an employee qualifies for this separate military leave entitlement even if the employee does not qualify for FMLA or PFML.

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

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

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

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

### **39.40. Leave for Domestic Violence, Sexual Assault, or Stalking**

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

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

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

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

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

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

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

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

#### **40-41. Unpaid Religious Holidays**

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

#### **41-42. Bereavement Leave**

In the event of the death of an employee’s family member, an employee may receive up to five (5) days of paid bereavement leave. All bereavement leave is approved by the Executive Director or designee. Once approved, bereavement leave must be used within six-twelve (126) months from the date of death. The Executive Director or designee may approve additional bereavement leave through the usage of sick, vacation, floating holiday, or executive leave.

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

#### **42-43. Jury Duty**

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

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

#### **43.44. Other Unpaid Leaves of Absence**

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

#### **44.45. Administrative Leave; Fitness-for-Duty Examinations.**

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

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

## GENERAL EMPLOYMENT POLICIES

### **45-46. Pay Periods and Payroll Procedures**

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

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

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

### **46-47. Vehicles and Safe Driving Practices**

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

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

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

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

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

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

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

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

#### **47.48. Reimbursable Expenses and Mileage**

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

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

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

#### **48.49. Uniforms and Equipment**

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

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

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

#### **49-50. Outside Employment**

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

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

#### **50-51. Resignations and Retirement**

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

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

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

### **51-52. Layoffs, Furloughs, and Reductions in Force**

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

### **52-53. Training and Development**

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

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

### **53-54. Workplace Privacy Disclaimer**

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

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

#### **54-55. Solicitation**

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

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

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

#### **55-56. Political Activities**

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

## **56-57. Media Statements and Public Relations Communications**

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

## **57-58. Inclement Weather, Natural Disasters, and Emergencies.**

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

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

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

## **STANDARDS OF CONDUCT AND COMPLAINT PROCEDURE**

### **58-59. Standards of Conduct**

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

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

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

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

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

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

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

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

## **59-60. Workplace Violence and Weapons**

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

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

## **60-61. Nepotism, Dating, and Romantic Relationships**

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

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

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

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

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

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

## **61-62. Conflicts of Interest and Code of Ethics**

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

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

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

## **62-63. Drug and Alcohol-Free Workplace and Testing**

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

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

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

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

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

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

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

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

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

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

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

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

### **63-64. Smoking and Vaping**

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

### **64-65. Open Door Policy and Dispute Resolution Procedure.**

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

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

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

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

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

## **65-66. Reporting Improper Governmental Action**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **TECHNOLOGY AND ELECTRONIC RESOURCES**

### **66-67. Electronic Communications, Devices, and Technology Resources**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **67-68. Social Media Use**

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

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

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

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

#### Personal Use of Social Media at Work.

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

#### Personal Use of Social Media Away From Work.

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

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

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

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

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

**EMPLOYEE ACKNOWLEDGEMENT FORM**

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

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

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

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

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

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

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

[Insert any necessary appendixes or attachments.]

Appendix B: Employee Handbook Changes from the CBA

Subject	Employee Handbook	CBA	Decision
Promotional Trial Periods	<p><u>Section 6. Promotional Probationary Periods.</u> Regular employees who are promoted into a new, higher-paying or higher-level role at the Operator are subject to a six (6) month promotional probationary period. During this time, if an employee is not meeting performance expectations or the business needs of the Operator, the Operator retains the discretion to return the employee back to his/her previously held position. During the promotional probationary period, employees remain subject to performance management, up to and including termination, for violations of this Handbook, independent from their performance in the promotional role.</p>	<p><b>8.4 Promotional Trial Periods.</b> Employees who are promoted or transferred into a new position are subject to a six (6) month trial period. The Employer reserves the right to remove an employee during the trial period for unsatisfactory performance, which may not be grieved. If an employee does not successfully complete their trial period they will be returned to their previously held position, provided it is vacant. <b>A promoted employee may voluntarily return to their previously held position during the promotional trial period, provided it is vacant or has been less than 60 days.</b> If a promoted employee returns to their previously held position, the time</p>	Add to Employee Handbook

<p>Step Movement</p>	<p>Section 11. Wage Steps and Classification Pay System</p> <p>The Operator's employees are <b>paid based</b> on their position classification, which is graded and based on a series of wage steps. Please review the Operator's salary and classification system for more information.</p>	<p><b>12.1 Wages.</b> Wages for bargaining unit positions shall be as set forth in Appendix A to this Agreement. Step increases are granted: (i) at the successful conclusion of probation; and (ii) every twelve (12) months thereafter, provided the employee has received a satisfactory performance evaluation. An employee's step anniversary date resets upon a change in job classification.</p>	<p>Move CBA clause to Employee Handbook</p>
<p>Meals and Rest Periods</p>	<p>Section 22. Meal and Break Periods</p> <p><u>Non-Exempt Employees.</u> Non-exempt employees are expected to observe daily meal and break periods. Employees are entitled to a paid break of <b>10 minutes</b> for every four (4) hours of working time</p>	<p><b>10.7.1 Meal and Rest Periods for Non-Exempt Employees.</b> Non-exempt employees are allowed to take a paid break of <b>15 minutes</b> for every four hours of worked time</p>	<p>Change to 15 minutes</p>
<p>Work Schedules</p>	<p>Section 20. The Operator's regular business hours are 8:00 a.m. until 5:00 p.m. Monday through Friday. Employees may be assigned work</p>	<p>7:30 am to 4:00 pm</p>	<p>7:30 am to 4:00 pm</p>

	<p>schedules outside of these times and days based upon the needs of the Operator. All employees at the Operator will be assigned to a standard work schedule by their supervisor. Unless otherwise specified, the work schedule for all full-time employees is 40 hours per week.</p>		
<p>Sick leave cashout upon separation</p>	<p><u>Section 33. Cash-Out Upon Separation.</u> Upon full PERS-eligible retirement age (normally age 65), employees who separate from the Operator are eligible for cash-out of up to 25% of their unused sick leave, up to a maximum of 1,040 hours. For example, an employ</p>	<p><b>15.6 Cash Out Upon Separation.</b> Upon PERS retirement, employees who separate from the Employer are eligible for cash out of 25% of their unused sick leave hours, at the employee's base rate of pay on the separation date. The cash out will be deposited into a VEBA account. Should an employee be rehired within 24 months, their sick leave balance will be reinstated upon rehire, less the hours previously cashed out.</p>	<p>Use CBA Info</p>

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

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

Vacation leave begins accruing on an employee's first day of employment with the

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

**14.1 Vacation Accrual.** The Employer provides paid vacation leave to all regular full-time employees and any regular part-time employees scheduled to work 20 or more hours per week. Employees accrue vacation based on their completed years of service with the Employer:

Completed Years of Service	Annual Vacation Hours
Upon hire through end of Year 5	96 12 days
Beginning of Year 6	120 15 days
Beginning of Year 7	128 16 days
Beginning of Year 8	136 17 days
Beginning of Year 9	144 18 days
Beginning of Year 10	152 19 days
Beginning of Year 11	160 20 days
Beginning of Year 17	168 21 days
Beginning of Year 18	176 22 days
Beginning of Year 19	184 23 days
Beginning of Year 20	192 24 days
Beginning of Year 21	200 25 days
Beginning of Year 22	208 26 days
Beginning of Year 23	216 27 days
Beginning of Year 24	224 28 days
Beginning of Year 25	232 29 days
Beginning of Year 26 and beyond	240 30 days

Vacation leave begins accruing on an employee's first day of employment with the Employer and is available for use in the pay period after it is earned. Vacation

	<p>leave is accrued on a per pay period basis, as reflected on employee paystubs. Vacation leave does not accrue during periods of unpaid leave. Vacation accruals are pro-rated for part-time employees. The Employer has discretion to consider prior years of related service for newly hired employees when initially placing them on the accrual chart.</p>		
<p>Comp Time</p>	<p>NA. Add as section 18.</p>	<p><b>11.3 Compensatory Time.</b>  Employees may request to earn compensatory time off in lieu of overtime. The accrual of compensatory time off shall be at the discretion of the supervisor. A maximum of one hundred and twenty (120) hours of leave may be accumulated at any time. The use of compensatory time must be requested at least forty-eight (48) hours in advance and will be granted at the discretion of the supervisor. Any accrued and unused compensatory time remaining at the end of the calendar year will be cashed out on the employee's final paycheck of the year.</p>	<p>Copy CBA to Handbook</p>
<p>On-Call, Call-Back Duties</p>	<p>20. On-Call and Call-Back Duties Thanks to the critical nature of PSERN operations, certain categories of employees, including Radio</p>	<p><b>10.5 On-Call and Call-Out Duties.</b> Certain categories of employees are subject to on-call</p>	<p>Update Handbook to align with CBA.</p>

Technicians, are subject to on-call and call-back duties as a condition of employment. When placed on-call, an employee is subject to return to work (“called back”) outside of the employee’s regular work shift. When assigned on-call duties, an employee is relieved of duties and is not required to restrict his/her personal activities. However, an on-call employee must remain fit-for-duty and free from the influence of alcohol or drugs that might adversely impact his/her ability to safely and effectively perform job duties. Once contacted, an employee is subject to the call-back response and on-site reporting requirements stated in the Operator’s on-call standard operating procedure (SOP). The other terms and conditions of on-call and call-back duties, including on-call pay and scheduling, are stated in the on-call SOP

and call-out duties while on-call as a condition of employment. When placed on-call, an employee is subject to return to work (“call out”) outside of the employee’s regular work shift and is paid 12.75% of their straight time rate on an hourly basis. For a call-out that can be handled remotely outside of the employee’s regular work shift between 6 am and 9 pm, the employee will be paid a minimum of one (1) hour of overtime or the actual time worked if greater. For all other call-outs, the employee will be paid a minimum of three (3) hours at the overtime rate.

**10.6 Call-Back.** When an employee is called to work outside of their regular work shift and is not on-call, the employee will be paid a minimum of three (3) hours of overtime for the callback.

		Scheduled overtime is not call-back. Employees called back, who do not have a take home vehicle, to report to a worksite during an off-duty time or day to respond to an immediate or emergent issue shall be reimbursed at the IRS rate for mileage incurred for travel between home and work and the return trip, if not at the end of their regular work day.	
Bereavement	Section 41 <b>Bereavement Leave.</b> In the event of the death of an employee's family member, an employee may receive up to five (5) days of paid bereavement leave. All bereavement leave is approved by the Executive Director or designee. Once approved, bereavement leave must be used within <b>six (6)</b> months from the date of death.	Section 16.1 <b>Bereavement Leave.</b> In the event of the death of an employee's family member, an employee may receive up to five (5) days of paid bereavement leave. All bereavement leave is approved by the Executive Director or designee. Once approved, bereavement leave must be used within <b>twelve(12)</b> months from the date of death.	Update Handbook to match CBA



## PSERN Operator Board of Directors Action Log - Open Items

#	Date Opened	Item	Responsible	Due Date	Notes
28	9/25/25	Complete the study to identify which areas need improved in-building coverage and plan for the next steps, including a subsequent phase of work to develop funding requirements and strategies.	Operator Staff	Est. December	



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

#	Date Opened	Item	Responsible	Date Closed	Notes
1	4/28/22	Summary of portfolio of PSERN leases	Project Staff	6/1/22	Operator
2	4/28/22	Budget workshop to discuss 2023 budget and rate setting	Mike Webb/ Tracy Plouse	12/12/24	Draft manual was presented at the September meeting, will be discussed in October, and is on the brought for approval in December.
3	6/23/22	Operator staff will send a calendar invite for the July 11, 2022 budget workshop.	Tracy Plouse	6/24/22	
4	3/24/22	Facility recommendation and approval	Mike Webb	8/25/22	Leased approved at 8/25 meeting.
5	6/23/22	Review availability for the August and September regular Board meetings.	Board Members	7/28/22	Need to confirm quorum
6	4/28/22	Provide a report on possible changes to the Operator ILA associated with a change to the milestone at which the Operator takes over operational responsibility. Assess the Motorola contract for any concerns.	Mike Webb	9/22/22	This pertains to the proposal to set the date for operational transition and PSERN service fee commencement to something other than FSA.
7	5/26/22	Review existing procurement policy to consider issues identified in Clark Nuber phase 1 report.	Mike Webb/ Tracy Plouse	9/22/22	Procurement policy amendments approved.
8	8/25/22	Update the draft budget and service fee estimates to reflect revised CPI rates.	Tracy Plouse	9/22/22	Updated budget report provided at September meeting.
9	9/22/22	Approval of warrant vouchers (checks) needs to be added to future board meetings as a standing item. This could be done as part of a consent agenda that would also include approval of previous meeting minutes.	Mike Webb/ Tracy Plouse	10/27/22	Will be incorporated as part of consent agenda starting with October meeting

#	Date Opened	Item	Responsible	Date Closed	Notes
10	9/22/22	Operator staff will bring additional information on the alternatives to modifying or setting the Operator Transfer date and the associated funding requirements and approaches	Mike Webb	10/27/22	Closed, follow up item added to action log.
11	1/26/23	Mike Webb will consult with legal counsel on the wording of the motion for the Board to approve the transfer agreement prior to sending for Council approval.	Mike Webb	2/23/23	This is complete. Wording for the agreement has been provided. Pacifica advised the wording to be "it is also recommended that the Board plan to approve the Agreement, in substantially final form."
12	10/27/22	The Operator will add the decision regarding collection of service fees from agencies beginning in 2024 to a future Board meeting.	Mike Webb/ Tracy Plouse	4/27/2023	FSA will not occur until December and there is no ability for the Operator to collect fees until after FSA. Recommend this item be closed. The Board of Directors agreed that this item should be closed at the 4/27/23 meeting.
14	3/24/22	2024 budget and service fee development.	Mike Webb/ Tracy Plouse	6/22/23	Budget approved in June.
15	3/24/22	Report on proposed plan for development of sublease agreement templates to be drawn up for discussion.	Mike Webb	5/25/23	Agenda item #8 of the 5/25/2023 Board meeting.

#	Date Opened	Item	Responsible	Date Closed	Notes
16	10/27/22	Operator staff will prepare a draft operational support agreement between the County and the Operator.	Mike Webb	5/25/23	Recommended to close this item as there is no OSA.
17	5/25/23	The Operator has an action item to come back with some further analysis and proposed budget scenarios for the June meeting.	Tracy Plouse	6/22/23	On the June agenda.
18	7/27/23	The PSERN Operator will look into options on how it could offset the higher out of pocket maximums and deductibles for transferring employees and bring this information to the Board in August.	Operator Staff	8/24/23	Completed August 24,2023
21	4/25/24	Provide information on how PSERN explores and negotiates subleases and how fees are determined.	Adrian Englet	7/25/2024	Presented at the July meeting.
19	1/25/24	Compile and create a fiscal policy manual.	Operator Staff	12/12/2024	Manual was approved by the Board at the December 12, 2024 meeting.
20	4/25/24	Follow up with FirstNet on subleasing space on PSERN towers.	Mike Webb	1/23/2025	PSERN had initial meeting with FirstNet, waiting on FirstNet. FirstNet has indicated they are not interested in subleasing on PSERN towers at this time.
22	12/12/24	Board Members to provide feedback on any additional items they would like to see added to the Board Workplan or to the Project and Initiatives list to be presented at the January meeting.	Mike Webb	1/23/2025	On January agenda.

#	Date Opened	Item	Responsible	Date Closed	Notes
24	12/12/24	Provide additional information on the microgrid solution, other alternative energy technologies and potential grant or funding opportunities.	Mike Webb	3/18/2025	Mike has not found any grant or funding options to date.
25	1/23/25	Provide additional information on encryption to the Board, including is there any requirement to provide access to communications to the public.	PSERN Staff	5/22/2025	Agenda item # 9
26	1/23/25	Provide updates on the results of the coverage testing assessment.	PSERN Staff	5/22/2025	Agenda item # 10
23	12/12/24	Add a document review period to the financial policy manual.	Tracy Plouse/Mike Webb	6/26/2025	Financial policy manual has been updated.

#	Date Opened	Item	Responsible	Date Closed	Notes
13	2/24/22	Request for additional information related to In-Building Sites to include details of funding options for the remaining 10 areas recommended by the task force, any budget considerations, improvements found in Coverage Testing, impacts of additional sites on Operator rates, Operations Board and Technical Committee perspective, and impact on backhaul capacity.	Operator Staff	9/25/2025	The current plan for in-building coverage assessment work was outlined in a report to the Board at the May 2025 meeting. Determining funding requirements for additional in-building coverage sites is dependent on identifying and verifying requirements for additional sites. An A&E firm, Mission Critical Partners, has been contracted to review what areas need improved in-building coverage and what the priorities are. This includes reviewing and potentially updating the list of sites identified by the earlier in-building task force. At the completion of the current consultant project, a subsequent phase of work to determine funding and implementation timing for additional sites will be undertaken.
27	5/22/25	PSERN to provide options to resolve the Totem Lake police and fire on-street signal issues for the Board to consider as a set aside amount in the capital expenditure.	Mike Webb	9/25/25	On agenda item #10.

## PSERN Board of Directors Staff Report Agenda Item #7

**Title:** Executive Director Report – December 2025  
**Meeting Date:** December 11, 2025  
**PSERN Staff Contact:** Michael Webb, Executive Director  
**Action:** Discussion

---

### **SUMMARY:**

This report provides a summary of the activities of the PSERN Operator (PSERN) since the last report to the Board at the October 23, 2025, meeting.

### **DISCUSSION:**

#### PSERN Operator Staffing

- PSERN Operator staffing currently stands at 22 out of 24 authorized in the 2025 budget.
- The Executive Director position was posted on several job portals on November 14<sup>th</sup>, 2025, with applications to close on December 14<sup>th</sup>.
  - See <https://www.governmentjobs.com/jobs/133621-1/executive-director-puget-sound-emergency-radio-network-psern-operator>
  - SGR will discuss with the Board the status of recruitment and the need to identify an initial selection committee under agenda item 10.

#### Financial

- PSERN has completed an asset re-valuation activity using an external consultant in anticipation of renewing its property insurance for 2026.
  - Total asset replacement cost has increased to \$126.2 M from \$96.7 M used for the 2025 renewal.

#### Procurement Activity

- No procurement activity occurred in the past month.

#### Projects and Initiatives

- The new primary generators for Maloney, Sobieski and McDonald were delivered and installed in the last two weeks of November.
  - New Automatic Transfer Switches (ATS) will be installed in the January/February timeframe.
  - These three sites will be running off generator 24X7 until powerlines are restored, with the first of those at Maloney expected in late 2026.
- Encryption implementation is ongoing:
  - Configuration and testing of the Key Management Facilities (KMF) at both Master Sites is complete.

- Console configuration files have been completed and will be applied at dispatch sites in the coming weeks through January.
- End user radio reprogramming to implement encryption changes will be required, with a goal of completing the implementation in 2Q 2026 prior to the FIFA World Cup.
- As part of reprogramming, all radios should undergo preventive maintenance and have their firmware updated.
- The current phase of In-Building Coverage Assessment work being conducted by Mission Critical Partners is expected to be completed by end of December.
  - The deliverables include a GIS-based tool that can be used to identify in-building coverage performance for all areas within the Primary Bounded Area
- The MPLS network audit and assessment being conducted by Federal Engineering is complete, PSERN is reviewing the final reports.
- DAS migration and validation of new DAS systems:
  - As of December 1st, 1010 out of an estimated 1189 (86%) DAS systems across the County have migrated and been validated.
- Planning is underway for backhaul network (microwave and MPLS) upgrades to occur in early 2026.
- Totem Lake radio site development:
  - Feasibility work related to microwave backhaul has resulted in the preferred backhaul method being dark fiber or leased ethernet services due to microwave blockage.
    - Discussions are underway with King County iNet and several commercial service providers to confirm availability of redundant fiber paths.
  - Feasibility work related to antenna support structure design has been completed and did not identify any significant concerns with the site.
  - An agreement with WCCCA in Oregon regarding sale of the required Motorola radio equipment is being drafted.
  - Requirements for additional procurement activities (services and equipment) are being defined.

#### Operational Status and Updates

- The Three Sisters site is experiencing power issues:
    - The three project generators are all in various states of repair and the transfer switch system is being replaced under warranty.
    - The site is running on a rental generator, which has failed on several occasions and has been swapped out. PSERN staff have also located our trailer mounted generator on site.
  - A site outage was experienced overnight on November 6<sup>th</sup>:
    - A control board on the DC power system failed and opened breakers for both the generator and the batteries; site power was restored at 9:00 AM on November 7<sup>th</sup>.
    - The failed hardware was replaced, and the site has remained in operation since the 7<sup>th</sup>.
-

- PSERN has identified a firmware version issue impacting consolettes attached to consoles in dispatch centers:
  - A patch for this issue is being tested and will be deploying the patch across all impacted consolettes (approx. 200) once Motorola has finished reviewing the logs from the test machine.

#### Radio Site Leases and Subleases

- The following sublease application/license agreements are in progress:
  - AT&T (Ring Hill) – Redlines received from AT&T. AT&T lease has expired as of May 31, 2025. AT&T is currently in Holdover until new agreement is signed.
  - Verizon (Bellevue Station 9) – Redlines received from Verizon and PSERN is currently reviewing.
  - Dish Wireless (Bellevue Station 9) – Dish Wireless no longer moving forward with the site.
  - Norcom (Norway Hill) – License with Norcom fully executed.
  - Norcom (Crista, Ring Hill, and Sobieski) – Crista and Sobieski agreements being routed for signature, currently with NORCOM. Ring Hill exhibit being updated to reflect NORCOM space.
  - BPA (Deer Creek) – PSERN reviewing redlines.
  - Valley Com (Cambridge, Federal Way, McDonald, Skyway, and Top Hat) – License negotiations have been begun, current agreements expire July of 2026. Federal Way has been drafted and sent to Valley Com. This agreement will be used as a template for the other four.

#### PSERN Operations Committee

- The PSERN Operations Committee met on November 10 and December 8.

#### Upcoming Board Meeting Topics

- Topics expected to be brought forward over the next 3 board meetings include the following:
  - January 2026:
    - 2025 Year in Review
  - March 2026
    - 4Q 2025 Financial Results
    - Capital Funding Plan Update
  - May 2026
    - 4Q 2025 Financial Results
    - 2027 Draft Operating and Capital Budgets
- These topics are in addition to the regular standing items, including the Consent Agenda, Action Item Log, Executive Director’s report, and any additional expenditure approvals that may be required.

#### **CONCLUSION:**

---

This report has provided a summary of the activities of the PSERN Operator since the previous report in October 2025.

**SUPPORTING DOCUMENTATION:**

None.

---



## PSERN Board of Directors Staff Report Agenda Item # 8

**Title:** 2026 Salary Schedule – Non-Represented Employees  
**Meeting Date:** December 11, 2025  
**PSERN Staff Contact:** Michael Webb, Executive Director  
**Action:** Decision

---

### **SUMMARY:**

This report provides for the Board’s approval a revised salary schedule for non-represented employees for 2026 and proposes changes to non-represented position paygrades. The revised salary schedule is a 3.7 percent increase over the 2025 non-represented salary schedule.

### **BACKGROUND:**

In preparation for FSA in December 2023 and transition to directly employing staff, PSERN developed classification and pay schedules. These schedules were adopted by the Board at its October 2023 meeting.

PSERN’s Financial Policy Manual states, “to attract and retain employees necessary for providing high quality services, the Operator shall establish and maintain a competitive compensation and benefit package with the public and private sectors.”

Subsequently, staff researched salary schedule increases for similar organizations and found the majority of those local government entities calculate their annual cost-of-living adjustment on the percentage change June-over-June of the CPI-W for the Seattle-Tacoma-Bellevue area.

In December 2024, the board approved a cost-of-living increase of 3.6% for non-represented staff for 2025. This was based on the Seattle-Tacoma-Bellevue CPI-W percentage change from June 2023 to June 2024.

In October 2025, the PSERN Operator executed a Collective Bargaining Agreement (CBA) with IBEW Local 77, which included a salary schedule for represented employees that reflects a 3.7% increase effective January 1, 2026. Per the CBA, this increase is 100% of the Seattle-Tacoma-Bellevue CPI-W, June 2024 to June 2025 (2.7%), plus one percent (1%).

In addition, the CBA calls for an increase of 2 paygrades for all represented positions. As the difference between pay grades is 3.5%, that represented an additional increase of 7.1%.

Sufficient funds to cover the proposed non-represented cost-of-living increase were included in the 2026 budget that the Board approved at its June 2025 meeting (4% COLA plus step increases were budgeted).

### **DISCUSSION/ANALYSIS:**

#### Reclassification of Non-Represented Positions

PSERN staff have begun to assess the need for changes to non-represented position classifications/paygrades in response to paygrade increases for represented staff due the CBA. More specifically, this is intended to address:

- Expectations from non-represented staff.
- Specific examples of “compression” in compensation levels, which is exacerbated by the availability of standby/on-call and overtime pay for most represented roles.

An initial set of comparator positions have been identified from PSERN member cities and other similar agencies. The following organizations have been used for comparison purposes:

- King County
- City of Seattle
- City of Bellevue
- City of Kirkland
- City of Kent
- City of Redmond
- Valleycom
- Snohomish 9-1-1

For PSERN administrative positions, similar positions have been identified in these organizations. A comparison of compensation for these positions indicates that PSERN’s current paygrades are in the range of 1-3 paygrades below the comparators.

For PSERN technical positions, very few valid comparators have been identified. Although SNO-911 provides the same radio service as PSERN, the structure of its technology organization is different from PSERN’s due to technology support for 9-1-1 and dispatch systems being included.

All comparator organizations are significantly larger than PSERN in terms of total staff, which further clouds the comparison. Based on this limited assessment, the following actions are recommended:

1. That an across-the-board increase of 1 paygrade be provided to PSERN non-represented staff, effective January 1, 2026. This represents a 3.5% increase.
2. That PSERN engage a HR and compensation consultant to review all non-represented positions to identify recommended compensation levels and provide recommendations to ensure competitiveness.

The target for completing the review is March 2026 so that revised salaries can be considered for inclusion in the 2027 budget development process.

The table in Appendix A provides a breakdown by position of the proposed changes to paygrades. Changes to the Executive Director position have been excluded as it is expected that the Board will address that during the ongoing recruitment process. The financial impact of this is as follows:

- Total forecast 2026 non-represented salary expense: \$1,916,106
- 2026 budgeted non-represented salary expense: \$1,915,138
- Increase: \$768 or 0.04%

#### 2026 Salary Schedule

The proposed 2026 salary schedule for non-represented employees is provided as an attachment to this report in Appendix B and Board approval is being requested.

This salary schedule reflects a 3.7% cost-of-living increase for 2026, which is the same as provided under the

CBA.

**RECOMMENDATIONS:**

It is recommended that the Board approve the paygrade increases for non-represented positions identified in Appendix A.

**MOTION:**

That the PSERN Operator Board approve an increase of one (1) paygrade for all non-represented positions, excluding the Executive Director, as identified in Appendix A.

It is further recommended that the Board approve the PSERN Operator 2026 Non-Represented Salary Schedule as provided in Appendix B, which is a 3.7 percent increase relative to the 2025 Salary Schedule.

**MOTION:**

That the PSERN Operator Board approve the adoption of the PSERN Operator 2026 Non-Represented Salary Schedule as presented in Appendix B, which incorporates a 3.7% cost-of-living increase.

**CONCLUSION:**

This report has requested approval to provide a 3.7% cost-of-living and 1 paygrade increase for all non-represented positions starting January 1, 2026.

**SUPPORTING DOCUMENTATION:**

Appendix A – Proposed Changes to Non-Represented Position Classifications

Appendix B – Proposed PSERN Operator 2026 Non-Represented Salary Schedule

**Appendix A – Proposed Changes to Non-Represented Position Classifications**

<b>PSERN Operator Positions</b>	<b>Represented or Non-Represented</b>	<b>Paygrade at Jan 1 2024</b>	<b>Revised Paygrade at Oct 25 2025 (CBA)</b>	<b>Proposed Paygrade at Jan 1 2026 (Non-Rep)</b>	<b>2026 Annual Salary (Top Step) After Paygrade Increase</b>
Executive Director	Non-Represented	49			\$ 278,331
Technical Operations Manager	Non-Represented	42		43	\$ 224,433
Facilities Manager	Non-Represented	39		40	\$ 202,426
Engineering Supervisor	Non-Represented	39		40	\$ 202,426
Radio Operations Supervisor	Non-Represented	39		40	\$ 202,426
Finance and Administrative Services	Non-Represented	38		39	\$ 195,581
Project Manager	Represented	36	38		\$ 188,967
Business Analyst	Non-Represented	34		35	\$ 170,437
Senior Administrator	Non-Represented	31		32	\$ 153,725
Senior Field Services Technician	Represented	31	33		\$ 159,105
System Administrator	Represented	31	33		\$ 159,105
Field Services Technician	Represented	29	31		\$ 148,426
Engineering Technologist	Represented	29	31		\$ 148,426
Technical Specialist	Represented	29	31		\$ 148,426
Accountant	Non-Represented	23		24	\$ 116,740
Business Support Specialist	Represented	20	22		\$ 108,978
Administrative Specialist	Non-Represented	16		17	\$ 91,757

**Appendix B – Proposed PSERN Operator 2026 Non-Represented Salary Schedule**

<b>PSERN Operator</b>					
<b>Salary Schedule</b>					
<b>Effective January 1, 2026</b>					
<b>Grade</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
50	248,833	257,542	266,556	275,886	285,542
49	240,419	248,833	259,825	268,919	278,331
48	232,288	240,419	248,833	257,542	266,556
47	224,433	232,288	240,419	248,833	257,542
46	216,844	224,433	232,288	240,419	248,833
45	209,511	216,844	224,433	232,288	240,419
44	202,426	209,511	216,844	224,433	232,288
43	195,581	202,426	209,511	216,844	224,433
42	188,967	195,581	202,426	209,511	216,844
41	182,577	188,967	195,581	202,426	209,511
40	176,403	182,577	188,967	195,581	202,426
39	170,437	176,403	182,577	188,967	195,581
38	164,674	170,437	176,403	182,577	188,967
37	159,105	164,674	170,437	176,403	182,577
36	153,725	159,105	164,674	170,437	176,403
35	148,526	153,725	159,105	164,674	170,437
34	143,504	148,526	153,725	159,105	164,674
33	138,651	143,504	148,526	153,725	159,105
32	133,962	138,651	143,504	148,526	153,725
31	129,432	133,962	138,651	143,504	148,526
30	125,055	129,432	133,962	138,651	143,504
29	120,826	125,055	129,432	133,962	138,651
28	116,740	120,826	125,055	129,432	133,962
27	112,793	116,740	120,826	125,055	129,432
26	108,978	112,793	116,740	120,826	125,055
25	105,293	108,978	112,793	116,740	120,826
24	101,732	105,293	108,978	112,793	116,740
23	98,292	101,732	105,293	108,978	112,793
22	94,968	98,292	101,732	105,293	108,978
21	91,757	94,968	98,292	101,732	105,293
20	88,654	91,757	94,968	98,292	101,732
19	85,656	88,654	91,757	94,968	98,292
18	82,759	85,656	88,654	91,757	94,968
17	79,961	82,759	85,656	88,654	91,757
16	77,257	79,961	82,759	85,656	88,654
15	74,644	77,257	79,961	82,759	85,656
14	72,120	74,644	77,257	79,961	82,759
13	69,681	72,120	74,644	77,257	79,961
12	67,325	69,681	72,120	74,644	77,257
11	65,048	67,325	69,681	72,120	74,644
10	62,848	65,048	67,325	69,681	72,120



## PSERN Board of Directors Staff Report Agenda Item # 9

**Title:** Motorola Contract Change Order #16  
**Meeting Date:** December 11, 2025  
**PSERN Staff Contact:** Alex Rampley, Technical Operations Manager  
**Action:** Decision

---

### SUMMARY:

This report presents for approval Change Order #16 under the Motorola contract, which specifies the package of support services that PSERN intends to contract with Motorola Solutions Inc. (MSI). Service scope and pricing are pursuant to the original contract, with one additional service being added. These support services have been provided throughout the 2-year warranty period following full system acceptance (FSA), which ends December 14, 2025. Going forward, PSERN will provide all onsite support including break/fix and preventive maintenance of the radio system using PSERN staff and will contract certain services provided during warranty to third party vendors.

### BACKGROUND:

As discussed at the March 2025 board meeting (agenda item 10), 2026 and beyond budgets have included costs associated with outsourced services that are currently the responsibility of Motorola Solutions Inc. (MSI) under the contract, as a part of the 2-year warranty that began at FSA at the end of 2024. Table 1 details the set of optional services that PSERN can purchase from MSI beginning at the end of the 2-year warranty period (December 2025).

Motorola currently provides maintenance for HVAC, generators, fuel systems and fire protection systems at the sites built by MSI through the end of warranty. As MSI does not offer these services post warranty, PSERN will roll them into the appropriate vendor contracts in use for the legacy and project-built sites.

The 2026 budget that was adopted in June 2025 includes \$1.2M in operating expense to cover the MSI post warranty services and other services to be outsourced that are currently provided under warranty.

### DISCUSSION/ANALYSIS:

PSERN has developed a technical support team to support the radio system, provide 24/7 response capabilities, and perform both corrective and preventive maintenance activities. However, there are some services that cannot be performed internally or procured elsewhere and for which it needs to contract with MSI.

MSI has broken down their service offerings into 5 categories:

- Subscriber equipment support services
- LMR less Dispatch covers the radio cores and all radio site electronics and software
- Dispatch includes dispatch sites and consoles
- Microwave includes the microwave radio hardware and software, and

- MPLS is the backhaul network hardware and software.

Maintenance and repair of antennas, waveguide and cables are not included in the available support services and are budgeted under site infrastructure or network operations maintenance categories.

Subscriber equipment includes all portable, mobile and control station radios purchased under the PSERN Project that were distributed to agencies during radio deployment. The PSERN project purchased a 7-year depot service plan for all subscriber equipment that starts at the end of the initial 2-year warranty, so no additional cost is anticipated in this category.

The table below identifies the Post Warranty services available from Motorola per the contract and the plans for providing these services post-warranty.

*Table 1 – Post Warranty Optional System Support Services*

Service Matrix ID	Category	LMR less Dispatch	Dispatch	Subscriber Equipment	Microwave	MPLS
14.2	Technical Support					
14.3	System Monitoring					
14.4	Security Monitoring					
14.5	System Updates			Included with LMR		
14.6	Infrastructure Repair *					
14.7	Subscriber and Control Station Repairs			Purchased at FSA-		
14.8	System Upgrades (SUA)			Software included with LMR		
14.9	On-site Response					
14.1	Preventive Maintenance					
Added	Remote Security Update Service					

\* Does not include antennas, waveguides, coax cables or other tower mounted equipment

<b>Included in MSI Change Order 16</b>
Not available from MSI
Bring in-house or acquire from OEM
Pay time/materials to MSI as needed

These services are described below:

- Technical Support provides direct access to MSI tier 2 and 3 subject matter experts for troubleshooting incidents.
- System Monitoring involves the MSI support center monitoring alarms from the system and opening tickets in response.
- Security Monitoring includes PSERN system specific and technology risk mitigation and remediation.
- System Updates provides minor software patches to deal with bug-fix issues (Installed by PSERN).
- Infrastructure Repair provides repair of failed equipment and prompt shipping of replacement hardware in advance of the normal RMA process.
- System Upgrade Agreement (SUA) provides for a cyclical upgrade to the system to ensure that we have up to date software and hardware that is supported and available for replacement from the vendor.
- On-Site Response provides for a MSI technician to report to a PSERN site to troubleshoot and repair incidents.
- Preventive Maintenance are the services recommended by each equipment manufacturer to be performed cyclically to maximize the life expectancy of the hardware.
- Remote Security Update Service (RSUS) is an added function that PSERN intends to contract for, due to the large number of devices requiring monthly, quarterly and annual security updates on an ongoing basis.

PSERN will contract from Motorola only those services that cannot be done effectively in house, or by bidding out to other vendors. The SUA and Software Updates are products of MSI. Security monitoring includes MSI gathering and reacting to third party risks that may require that a patch be produced for MSI software that interfaces with a compromised device, along with mitigating any risks found in their own products.

Motorola has maintained the same pricing for these service offerings as specified in the contract. However, certain SUA additions tied to additional services required by individual agencies, including City of Seattle and Norcom, are included. These costs add \$8,780 to the SUA in year one.

Table 2 shows a total cost for support services with MSI in 2016 of \$1.020M. As the agency-specific SUA costs can be recovered from those agencies (the \$8,780 mentioned above), this leaves \$191K available to fund third party support services associated with microwave, MPLS and other system elements.

Table 2. Change Order 16 Cost Breakdown

Service Matrix ID		Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Year 7 2032	Year 8 2033	Year 9 2034	Year 10 2035	Total
14.1	Preventive Maintenance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0
14.2	Technical Support	\$84,456	\$83,611	\$82,775	\$81,947	\$81,127	\$80,317	\$79,513	\$71,192	\$77,931	\$77,151	\$800,020
14.3	System Monitoring	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0
14.4	Security Monitoring	\$56,714	\$67,376	\$66,702	\$66,035	\$65,374	\$64,074	\$64,074	\$57,368	\$62,799	\$62,171	\$632,687
14.5	System Updates	\$69,253	\$68,560	\$67,874	\$67,196	\$66,523	\$65,858	\$65,200	\$58,376	\$63,902	\$63,263	\$656,005
14.6	Infrastructure Repair	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0
14.7	Subscriber and Control Station Repair	Pre-paid	Pre-paid	Pre-paid	Pre-paid	Pre-paid	Pre-paid	Pre-paid	N/A	N/A	N/A	\$0
14.8	System Upgrades (SUAll)	\$717,717	\$725,983	\$762,770	\$744,147	\$781,228	\$619,427	\$628,999	\$638,725	\$648,692	\$658,821	\$6,926,509
14.9	On-site Response	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0
Added	Remote Security Update Services	\$91,417	\$94,938	\$99,685	\$104,669	TBD	TBD	TBD	TBD	TBD	TBD	\$390,709
	<b>Totals</b>	<b>\$1,019,557</b>	<b>\$1,040,468</b>	<b>\$1,079,806</b>	<b>\$1,063,994</b>	<b>\$994,252</b>	<b>\$829,676</b>	<b>\$837,786</b>	<b>\$825,661</b>	<b>\$853,324</b>	<b>\$861,406</b>	<b>\$9,405,930</b>

**RECOMMENDATIONS:**

It is recommended that the Board authorize the Executive Director to execute Change Order 16 of the contract with Motorola (MSI) to define the post-warranty services to be purchased starting December 15, 2025, for a period of 10 years at a cost of \$1,019,557 in 2026.

**MOTION:**

That the PSERN Operator Board authorize the Executive Director to execute Change Order 16 of the contract with Motorola (MSI), as identified in Appendix A.

**CONCLUSION:**

This report has requested approval to execute Change Order 16 of the Motorola (MSI) contract.

**SUPPORTING DOCUMENTATION:**

Appendix A – Motorola (MSI) Contract Change Order 16



# CHANGE ORDER

[16]

**Change Order Number:** 16  
**Date:** 11/24/2025  
**Project Name and Number:** Contract No. 5729347  
**Customer Name:** Puget Sound Emergency Radio Network Operator  
**Customer Project Mgr:** Mike Webb

**The purpose of this Change Order is to:** *(highlight the key reasons for this Change Order)*

- List the post-warranty optional system support services PSERN has elected to purchase
- Establish that Year One of post-warranty system support services begins on December 15, 2025
- Increase the cost of Motorola's SUAII Services based on the equipment added in the City of Seattle and NORCOM Dispatch Radio Console Interface to CAD projects.
- Provide four (4) years of pricing for Remote Security Update Service
- Replace Section 14 (Post Warranty Optional System Support Services) of Exhibit 11 (Statement of Work)
- Replace Section III (Post Warranty Maintenance Services) of Exhibit 8 Schedule of Payments
- Confirm date for invoicing of post-warranty system support services

## Contract Project

**Identifier (Name or Number):**

Contract No. 5729347

**Contract Date:** 12/26/2014

In accordance with the terms and conditions of the contract identified above between Puget Sound Emergency Radio Network Operator ("PSERN") and Motorola Solutions, Inc. ("Motorola"), the following changes are approved:

## Contract Price\* Adjustments

Original Contract Price:	\$135,129,083.45
This Change Order:	\$9,404,330.00
Contract Credit (If Applicable):	\$NA
New Contract Price:	\$144,533,413.50

\*"Contract Price" does not include taxes.

## Post-Warranty Services Completion Date Adjustments

Original Completion Date for Post-Warranty Services:	N/A
Current Completion Date for Post-Warranty Services prior to this Change Order:	12/14/2035
New Completion Date for Post-Warranty Services:	N/A

<b>Equipment Changes:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed.</b>			
<p>PSERN has accepted responsibility for providing post-warranty services, as described herein, for the following equipment provided by Motorola under the MCC7500 Radio Console Interface to CAD for SPD and SFD Dispatch Centers Proposal for the City of Seattle proposal dated June 3, 2022 (the "City of Seattle Proposal") and the MCC7500 Radio Console Interface to CAD for NORCOM 911 proposal dated February 21, 2024 (the "NORCOM 911 Proposal"), which are incorporated herein by reference and will form a part of this Change Order as if set forth herein in its entirety.</p>			
City of Seattle MCC7500 RADIO CONSOLE INTERFACE TO CAD: 3 JUNE 2022			
Location	Qty	Part Number	Description
SPD	1	T8639	JUNIPER FIREWALL APPLIANCE
SPD	1	T8669	CONTROL ROOM FIREWALL OS
SPD	1	DSMISC	Misc install equipment (Cat6, connectors, etc.)
SFD	1	T8639	JUNIPER FIREWALL APPLIANCE
SFD	1	T8669	CONTROL ROOM FIREWALL OS
SFD	1	DSMISC	Misc install equipment (Cat6, connectors, etc.)
NORCOM 911 MCC7500 RADIO CONSOLE INTERFACE TO CAD: 21 FEBRUARY 2024			
Location	Qty	Part Number	Description
Norcom 911	2	T8639	JUNIPER FIREWALL APPLIANCE
Norcom 911	1	T8669	CONTROL ROOM FIREWALL OS
Norcom 911	1	DSMISC	Misc install equipment (Cat6, connectors, etc.)

<b>Scope of Work Changes:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed.</b>	
Not applicable	

**SUA/Support Service Changes:** (additions, deletions or modifications) Include attachments if needed. Must be completed by Project CSM.

The parties agree that Section 14 (Post Warranty Optional System Support Services) of Exhibit 11 (Statement of Work) is herewith deleted and replaced with the updated Section 14 attached hereto as Attachment A and incorporated herein.

PSERN has exercised its option and elected to purchase the post-warranty system support services and upgrade options identified in Section 14.1.1 of Attachment A.

**Schedule Changes:** (describe change or N/A)

The parties confirm that the end date of the SUAll Services will be December 14, 2035.

**Contract Price Changes:** (describe change or N/A)

The Contract Price is increased by \$9,404,330.

The parties agree that Section III (Post Warranty Maintenance Services) of Exhibit 8 (Schedule of Payments) is modified as follows, reflecting the total annual cost for the post-warranty system support services and upgrade options PSERN has elected to purchase.

Service Options Matrix: Post Warranty Options Selected by Owner, section 14 of contract for service scope											
(pricing: ref. exhibit 8, change order 16)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Technical Support	\$84,456	\$83,611	\$82,775	\$81,947	\$81,127	\$80,317	\$79,513	\$71,192	\$77,931	\$77,151	\$800,020
System Monitoring	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$0
Security Monitoring	\$56,714	\$67,376	\$66,702	\$66,035	\$65,374	\$64,074	\$64,074	\$57,368	\$62,799	\$62,171	\$632,687
System Updates	\$69,253	\$68,560	\$67,874	\$67,196	\$66,523	\$65,858	\$65,200	\$58,376	\$63,902	\$63,263	\$656,005
Remote Security Update Service	\$90,417	\$94,938	\$99,685	\$104,669	TBD	TBD	TBD	TBD	TBD	TBD	\$389,709
Infrastructure Repair	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$0
Subscriber and Control Station Repairs	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$0
System Upgrades (SUA)	\$717,117	\$725,983	\$762,770	\$744,147	\$781,228	\$619,427	\$628,999	\$638,725	\$648,692	\$658,821	\$6,925,909
On-site Response	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$0
Preventive Maintenance	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$0
<b>TOTAL</b>	<b>\$1,017,957</b>	<b>\$1,040,468</b>	<b>\$1,079,806</b>	<b>\$1,063,994</b>	<b>\$994,252</b>	<b>\$829,676</b>	<b>\$837,786</b>	<b>\$825,661</b>	<b>\$853,324</b>	<b>\$861,406</b>	<b>\$9,404,330</b>

**NOTE:** The cost of Motorola's services for System Upgrades (SUAll) was updated to include the cost of post-warranty maintenance services for the equipment provided by Motorola under the City of Seattle Proposal and the NORCOM911 Proposal.

In addition, PSERN has elected to purchase the post-warranty optional Remote Security Update Service

Taxes are not included in the above prices.

**Customer Responsibilities:** *(describe change or N/A)*

Not applicable

**Payment Schedule for this Change Order:***(describe new payment terms applicable to this change order)*

The parties agree that Section 39.1 (b) (Payment Schedule) of the Contract is herewith deleted and replaced with the following:

39.1 b. The annual fees for any Owner-elected services provided after the initial Warranty Period shall be payable annually in advance of the beginning of each year. The Contractor shall submit an invoice for such services in advance of each year of the plan.

The parties further agree that Exhibit 11, Section 14.1.1 is modified to reflect that the Year One post-warranty optional system support services shall commence on December 15, 2025 and that December 15 shall be the first day of each subsequent year.

Payment for post-warranty system support services shall be due annually, in advance.

**Purchase Order Requirements for this Change Order (select only one).**

- A Purchase Order is required - included with this change order and is attached.
- No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,
- No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.****Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
Motorola Solutions Project Manager

Date: \_\_\_\_\_

**DRAFT**  
Draft document is subject to change pending  
Motorola Solutions, Inc. internal review process.

## LIST OF ATTACHMENTS IN CHANGE ORDER 16

- A. 14 POST WARRANTY SYSTEM SUPPORT SERVICES
- B. CUSTOMER SUPPORT PLAN
- C. ASTRO 25 POINT SERVICE – SECURITY MONITORING SOW
- D. ASTRO 25 POINT SERVICE – REMOTE SECURITY UPDATE SERVICE
- E. SOFTWARE POLICY
- F. DATA PROCESSING AGREEMENT
- G. EXHIBIT 8 SCHEDULE OF PAYMENTS