



Legislation Passed January 27, 2015

The Tacoma City Council, at its regular City Council meeting of January 27, 2015, adopted the following resolutions and/or ordinances. The summary of the contents of said resolutions and/or ordinances are shown below. To view the full text of the document, click on the bookmark at the left of the page.

Resolution No. 39102

A resolution awarding a contract to R V Associates, Inc., in the amount of \$267,927, sales tax not applicable, plus a 15 percent contingency, for a cumulative total of \$308,116, budgeted from the Transportation Capital and Engineering Fund, for constructing bulbouts and sidewalks, and other necessary work on McKinley Avenue and East I Street between East 52nd and East 54th Streets - Specification No. PW14-0456F.

[Chris E. Larson, P.E., Engineering Division Manager; Kurtis D. Kingsolver, P.E., Director, Public Works]

Resolution No. 39103

A resolution approving Amendment No. 4 to the Marina Lease Agreement between the Foss Waterway Development Authority and Foss Waterway Management LLC, to extend the term of the lease by adding ten five-year extensions, subject to the Department of Natural Resources aquatic lease; and authorizing the execution of a Development Contribution Agreement, in the amount of \$1,500,000 for debt repayment.

[Martha Anderson, Assistant Director; Ricardo Noguera, Director, Community and Economic Development]

Resolution No. 39104

A resolution authorizing the execution of an agreement with the Crystal Judson Family Justice Center (FJC), in the amount of \$350,000, budgeted from the General Fund and the Mental Health Fund, for essential expenditures relating to the FJC for the period of January 1, 2015 through December 31, 2015.

[Pamela Duncan, Division Manager; Nadia Chandler Hardy, Director, Neighborhood and Community Services]

Resolution No. 39105

A resolution authorizing the execution of a Third Limited Modification of the Puyallup Land Claims Settlement Agreement between the Puyallup Tribe of Indians, Pierce County, City of Tacoma, City of Fife, City of Puyallup, the Port of Tacoma, State of Washington, the United States of America, and certain private property owners, to provide clarification regarding Section VIII(A)(4) of the agreement.

[T.C. Broadnax, City Manager]

Resolution No. 39106

A resolution approving the City of Tacoma's Ten-Year Citywide Strategic Plan and Vision, Tacoma 2025; and establishing the Tacoma 2025 Advisory Committee, to consist of 11 members to be appointed by the Mayor.

[T.C. Broadnax, City Manager]

Ordinance No. 28275

An ordinance amending the Municipal Code by adding a new Title 18 entitled "Minimum Employment Standards," to establish minimum employment standards for paid leave for businesses located in the City of Tacoma.

[Mayor Marilyn Strickland]



RESOLUTION NO. 39102

1 A RESOLUTION related to the purchase of materials, supplies or equipment,
 2 and the furnishing of services; authorizing the execution of a contract with
 3 R V Associates, Inc. in the amount of \$267,927, plus a 15 percent
 4 contingency, for a cumulative total of \$308,116, sales tax not applicable,
 5 budgeted from the Transportation Capital and Engineering Fund, for
 6 constructing bulbouts and sidewalks, and other work in accordance with
 the plans and specifications, on McKinley Avenue and East I Street
 between East 52nd and East 54th Streets, pursuant to Specification
 No. PW14-0456F, Project No. PWK-00558.

7 WHEREAS the City has complied with all applicable laws and processes
 8 governing the acquisition of those supplies, and/or the procurement of those
 9 services, inclusive of public works, as is shown by the attached Exhibit "A,"
 10 incorporated herein as though fully set forth, and
 11

12 WHEREAS the Board of Contracts and Awards has concurred with the
 13 recommendation for award as set forth in Exhibit "A"; Now, Therefore,

14 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

15 Section 1. That the Council of the City of Tacoma concurs with the
 16 Board of Contracts and Awards to adopt the recommendation for award as set
 17 forth in the attached Exhibit "A."
 18

19 Section 2. That the proper officers of the City are hereby authorized to
 20 enter into a contract R V Associates, Inc. in the amount of \$267,927, plus a
 21 15 percent contingency, for a cumulative total of \$308,116, sales tax not
 22 applicable, budgeted from the Transportation Capital and Engineering Fund, for
 23 constructing bulbouts and sidewalks, and other work in accordance with the
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1 plans and specifications, on McKinley Avenue and East I Street between East
2 52nd and East 54th Streets, pursuant to Specification No. PW14-0456F,
3 Project No. PWK-00558, consistent with Exhibit "A."
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5 Adopted _____
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7 _____
8 Mayor

9 Attest:
10 _____
11 City Clerk

12 Approved as to form:
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14 City Attorney

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RESOLUTION NO. 39103

1 A RESOLUTION relating to the use and redevelopment of the Thea Foss
2 Waterway; authorizing a fourth amendment to the Marina Lease with Foss
3 Waterway Management LLC to extend the term of the lease by adding ten,
4 five-year extensions, subject to the Department of Natural Resources
aquatic lease; and authorizing the execution of a Development Contribution
Agreement, in the amount of \$1,500,000.

5 WHEREAS, in 2005, the Foss Waterway Development Authority ("FWDA")
6 entered into a Marina Lease Agreement ("Lease") with Foss Waterway
7 Management LLC, which stipulated management of the Dock Street Marina to
8 accommodate the Superfund cleanup, and
9

10 WHEREAS, at that time, the Dock Street Marina was used to relocate
11 boats from other marinas that were displaced by the Waterway cleanup, and
12

13 WHEREAS, following the cleanup, a Lease went into effect for the Dock
14 Street Marina, for the period of March 2006 to April 2024, and regular marina
15 operations commenced, and

16 WHEREAS the Lease has been amended three times for the following
17 purposes: (1) rent modification; (2) development contributions from the tenants,
18 and (3) the addition of facilities, and

19 WHEREAS the FWDA Board has directed staff to establish a plan or
20 method for sustainability of the FWDA's public assets, and
21

22 WHEREAS, in response to this directive, the FWDA has negotiated a
23 fourth amendment to the Lease that will shift the long-term management,
24 maintenance, and capital replacement of the marinas and supporting
25 infrastructure from the FWDA to the Marina Tenant/Operator, which will provide
26



1 financial relief to the public sector and provide for long-term quality facilities for
2 boaters and visitors to the City's waterfront, and

3 WHEREAS, in consideration for extending the Lease, a Development
4 Contribution Agreement, in the amount of \$1,500,000, provides for debt
5 repayment to the City, in the amount of \$1,000,000, for marina construction, and a
6 reserve fund, in the amount of \$500,000, to provide funding for the sustainability
7 of parks on the Foss Waterway, and

8 WHEREAS, in the event that the Lease is terminated on or before
9 December 3, 2024, for reasons other than default, the FWDA or its successor
10 would be obligated to pay a Lease termination payment; Now, Therefore,

11 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA

12 Section 1. That the Fourth Amendment to the Agreement of Marina Lease
13 between the Foss Waterway Development Authority and Foss Waterway
14 Management LLC is hereby approved, said amendment to be substantially in the
15 form of the document on file in the office of the City Clerk.
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18 Section 2. That the Development Contribution Agreement between the
19 Foss Waterway Development Authority and Foss Waterway Management LLC
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1 is hereby approved, said agreement to be substantially in the form of the
2 document on file in the office of the City Clerk.

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4 Adopted _____

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Mayor

7 Attest:

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City Clerk

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11 Approved as to form:

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Deputy City Attorney

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RESOLUTION NO. 39104

1 A RESOLUTION relating to the prevention of domestic violence; authorizing the
2 execution of an agreement with the Crystal Judson Family Justice
3 Center (“FJC”) in the amount of \$350,000, budgeted from the General
4 Fund and Mental Health Fund, to assist in funding essential expenditures
5 of the FJC for the period of January 1, 2015, through December 31, 2015.

6 WHEREAS, in 2005, the Crystal Judson Family Justice Center (“FJC”)
7 was created as a partnership between Pierce County and the City of Tacoma,
8 dedicated to the prevention of domestic violence, and

9 WHEREAS the City and Pierce County have agreed to ensure adequate
10 funding for FJC essential expenditures and functions, which consist of lease
11 costs for the facility and salaries of the executive officers, and

12 WHEREAS, for 2015, the City’s portion of the FJC essential expenditures
13 and functions is \$350,000, and

14 WHEREAS funding is available from the General Fund and Mental Health
15 Fund for these costs; Now, Therefore,

16 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

17 That the proper officers of the City are hereby authorized to execute an
18 agreement with the Crystal Judson Family Justice Center (“FJC”), in the amount
19 of \$350,000, budgeted from the General Fund and Mental Health Fund, for
20 essential expenditures of the FJC for the period of January 1, 2015, through
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1 December 31, 2015, said document to be substantially in the form of the
2 proposed agreement on file in the office of the City Clerk.

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4 Adopted _____

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7 Mayor

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10 City Clerk

11 Approved as to form:
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13 Deputy City Attorney

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RESOLUTION NO. 39105

1 A RESOLUTION authorizing the City of Tacoma to enter into a Third Limited
2 Modification of the Puyallup Land Claims Settlement Agreement between
3 the Puyallup Tribe of Indians, Pierce County, City of Tacoma, City of Fife,
4 City of Puyallup, Port of Tacoma, State of Washington, United States of
5 America, and certain private property owners, for the purpose of providing
6 clarification regarding Section VIII(A)(4) of the Agreement.

7 WHEREAS the Puyallup Land Claims Settlement Agreement (“Agreement”),
8 entered into by the Puyallup Tribe of Indians, Pierce County, City of Tacoma, City
9 of Fife, City of Puyallup, Port of Tacoma, State of Washington, United States of
10 America, and certain private property owners, has been in effect for the past
11 24 years and marks one of Pierce County’s most significant achievements,
12 creating billions of dollars in commerce, greater cultural understanding, and
13 unprecedented jurisdictional cooperation, and

14 WHEREAS the parties desire that the Agreement remain in place, and are
15 requesting a third modification to address an issue relating to Section VIII(A)(4) of
16 the Agreement, and

17 WHEREAS the purpose of the Third Limited Modification of Settlement
18 Agreement (“Modification”) is to resolve a dispute between the Puyallup Tribe
19 (“Tribe”) and Washington State (“State”), concerning the interpretation of
20 Section VIII(A)(4) of the Agreement, which provides that the State and its political
21 subdivisions will retain and exercise all jurisdiction and governmental authority over
22 all non-trust lands and the activities conducted thereon and as provided in federal
23 law over non-Indians, and
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WHEREAS the State and Tribe disagree on the interpretation of the section as it applies to certain questions of state jurisdiction and governmental authority, but agree that, rather than litigating the proper interpretation, the parties would be better served by clarifying how the subsection will be implemented in future instances, and

WHEREAS the proposed Modification will not change the existing jurisdiction of state and local governments, and

WHEREAS the State and its political subdivisions will continue to retain and exercise jurisdiction and governmental authority over all non-trust lands and activities conducted thereon, as federal law recognizes to be within its authority, and will retain and continue to exercise jurisdiction over non-Indians, as provided by federal law, and

WHEREAS the parties also recognize that the extent of that authority may be modified by acts of Congress and rulings of the federal courts, and

WHEREAS local governments having specific issues regarding application of the Modification or any other provisions of the Agreement will continue using the past practice of working cooperatively with the Tribe and entering into a separate agreement as authorized by the Interlocal Cooperation Act, Chapter 30.34 RCW, if necessary, and

WHEREAS the Modification is undertaken in accordance with the "Modification Procedure to the Settlement Agreement" filed with the court in December 1991; Now, Therefore,



BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA

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That the proper officers of the City are hereby authorized to enter into the
Third Limited Modification of the Puyallup Land Claims Settlement Agreement
between the Puyallup Tribe of Indians, Pierce County, City of Tacoma, City of Fife,
City of Puyallup, Port of Tacoma, State of Washington, United States of America,
and certain private property owners, for the purpose of providing clarification
regarding Section VIII(A)(4) of the Agreement, said modification to be substantially
in the form of the document on file in the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



RESOLUTION NO. 39106

1 BY REQUEST OF MAYOR STRICKLAND

2 A RESOLUTION approving the City of Tacoma's Ten-Year Citywide Strategic Plan
3 and Vision, *Tacoma 2025*; and establishing the Tacoma 2025 Advisory
4 Committee, to consist of 11 members to be appointed by the Mayor.

5 WHEREAS, pursuant to Resolution No. 38652, adopted April 2, 2013, a
6 Fiscal Sustainability Task Force ("Task Force") was created to provide a mechanism
7 for members of the Government Performance and Finance Committee, along with
8 private and public sector partners, non-profit interests, and labor partners, to
9 examine the City's revenue structure and structural budget deficit, and

10 WHEREAS the purpose of the Task Force was to develop recommendations
11 for revenue enhancements and expenditure efficiencies to help the City reduce its
12 structural deficit and align the growth of expenditures with the growth of revenues,
13 and

14 WHEREAS, on December 17, 2013, the City Council adopted Resolution
15 No. 38808, accepting the final report and recommendations of the Task Force, and

16 WHEREAS the final report provided approximately 28 recommendations for
17 further research and consideration, including a recommendation that the City
18 undertake a long-term visioning process, and

19 WHEREAS, at the January 7, 2014, Committee of the Whole meeting, staff
20 was directed to initiate a selection process to award a professional services
21 contract for the facilitation and creation of a ten-year Citywide Strategic Plan and
22 Vision document for the City of Tacoma, and
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1 WHEREAS the City Council envisions a long-term comprehensive Strategic
2 Plan that aligns with the City Council's Five Policy Priorities, establishes the City's
3 long-term vision for the City, and guides decision-making and resource allocation,
4 with the goal of making the City a leader in providing high-quality services and
5 offering an enjoyable and sustainable quality of life for its residents, and

6 WHEREAS the planning process included staff participation, community and
7 civic engagement, and significant external agency collaboration, and

8 WHEREAS more than 2,000 City residents participated in the Citywide
9 Vision and Strategic Plan process through a dozen fairs and festivals, an online
10 forum, a community survey, and a series of citywide visioning events, and

11 WHEREAS more than 300 residents gathered at the Convention Center on
12 July 30, 2014, to share their vision for a shared future, and, as a result of
13 community engagement and feedback, the Citywide Strategic Vision and Plan
14 identified the following seven focus areas to guide the City in striving for its vision of
15 *Tacoma 2025*: Health and Safety, Human and Social Needs, Economic Vibrancy
16 and Employment, Education and Learning, Arts and Cultural Vitality, Built and
17 Natural Environment, and Government Performance, and

18 WHEREAS each of the focus areas are influenced by the following core
19 values identified by the community: Opportunity, Equity, Partnerships, and
20 Accountability; Now, Therefore,

21 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

22 Section 1. That the City Council hereby approves the Ten-Year Citywide
23 Strategic Plan and Vision of the City of Tacoma, *Tacoma 2025*, to guide the City in
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a long-term comprehensive Strategic Plan that aligns with the City Council’s Five Policy Priorities, establishes the long-term vision for Tacoma, and will serve to guide decision-making and resource allocation, with the goal of making the City a leader in providing high-quality services and offering an enjoyable and sustainable quality of life for its residents.

Section 2. That the Tacoma 2025 Advisory Committee, to consist of 11 members to be appointed by the Mayor, is hereby established to provide input on desired objectives and outcomes, monitor plan implementation, and review performance reports during the development and implementation process.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



ORDINANCE NO. 28275

1 BY REQUEST OF MAYOR STRICKLAND AND COUNCIL MEMBERS CAMPBELL,
MELLO, AND WALKER

2 AN ORDINANCE relating to employment in Tacoma; amending the Tacoma
3 Municipal Code by adding thereto a new Title 18, entitled "Minimum
4 Employment Standards," to establish minimum employment standards for
businesses located in the City of Tacoma.

5 WHEREAS a large number of workers in the City will, at some time during
6 the year, need temporary time off from work to take care of their own or their family
7 members' health needs or their own or their family members' safety or other needs
8 resulting from domestic violence, sexual assault, or stalking, and
9

10 WHEREAS many workers do not have access to any paid leave for sick or
11 safe days; Now, Therefore,

12 BE IT ORDAINED BY THE CITY OF TACOMA:

13 That the Tacoma Municipal Code is hereby amended by the addition thereto
14 of a new Title 18, entitled "Minimum Employment Standards," to establish minimum
15 employment standards for businesses located in the City of Tacoma, as set forth in
16 the attached Exhibit "A."
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19 Passed _____

20 _____
21 Mayor

22 Attest:
23 _____
City Clerk

24 Approved as to form:
25 _____
26 City Attorney



EXHIBIT "A"

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TITLE 18
MINIMUM EMPLOYMENT STANDARDS

Chapters:

18.10 Paid Leave

CHAPTER 18.10
PAID LEAVE

Sections:

- 18.10.010 Definitions.
- 18.10.020 Accrual of Paid Leave.
- 18.10.030 Use of Paid Leave.
- 18.10.040 Exercise of Rights Protected; Retaliation Prohibited.
- 18.10.050 Notice and Posting.
- 18.10.060 Employer Responsibilities.
- 18.10.070 Enforcement.
- 18.10.080 Effective Date.
- 18.10.090 Waiver.
- 18.10.100 Severability.

18.10.010 Definitions.

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

A. "Adverse action" means to discharge, suspend, discipline, transfer, demote, or deny promotion, or threaten to do any of the prior listed actions, by an employer of an employee for any reason prohibited by Section 18.10.040.

B. "Business" has the same meanings as in Tacoma Municipal Code ("TMC") 6A.30.030.

C. "Calendar year" means the 12-month period beginning January 1; the 12-month period beginning on the date of hire; or the fiscal year, as elected by the employer.

D. "City" means the City of Tacoma.

E. "Charging party" means the person aggrieved by an alleged violation of this chapter or the person making a charge on another person's behalf, or the Director, when the Director files a charge.

F. "Dating relationship" means a social relationship of a romantic nature.

G. "Director" means the Finance Director, or his or her designee.

H. "Domestic violence" means:

1. Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members;

2. Sexual assault of one family or household member by another; or



3. Stalking, defined as set forth in RCW 9A.46.110, of one family or household member by another family or household member.

1 I. “Eating and/or drinking establishment” means a place where food and/or beverages are prepared and sold at
2 retail for immediate consumption, either on- or off-premise.

3 J. “Employee” means any individual employed by an employer, and shall include traditional employees,
4 temporary workers, and part-time employees. Employees supplied by an employment or staffing agency shall
5 be deemed an employee of the agency absent a contractual agreement otherwise. For purposes of this
6 chapter, “employee” does not include persons performing services under a work study agreement or as
7 independent contractors. An employee who performs work in Tacoma on an occasional basis is covered by
8 this ordinance only if the employee performs more than 80 hours of work in Tacoma within a calendar year.

9 K. “Employer” means any person who has one or more employees. For purposes of this chapter, “employer”
10 does not include:

11 1. The United States government;

12 2. The state of Washington, including any office, department, agency, authority, institution, association,
13 society, or other body of the state, including the legislature and the judiciary;

14 3. Any county or local government;

15 4. Any single-person business.

16 L. “Employment agency” or “staffing agency” means any person undertaking, with or without compensation,
17 to procure opportunities to work or procure, recruit, refer, or place individuals with an employer or
18 employment.

19 M. “Family member” includes the following:

20 1. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person
21 standing in loco parentis who is:

22 a. Under 18 years of age; or

23 b. Eighteen years of age or older and incapable of self-care due to a mental or physical disability.

24 2. “Grandparent” means a parent of a parent of an employee.

25 3. “Parent” means a biological or adoptive parent of an employee, or an individual who stood in loco parentis
26 to an employee when the employee was a child.

4. “Spouse” means husband, wife, or domestic partner. For purposes of this chapter, the terms spouse,
marriage, marital, husband, wife, and family shall be interpreted as applying equally to city or state registered
domestic partnerships or individuals in city or state registered domestic partnerships, as well as to marital
relationships and married persons. Where necessary to implement this chapter, gender-specific terms such as
husband and wife used in any statute, rule, or other law shall be construed to be gender-neutral and applicable
to individuals in city or state registered domestic partnerships.

N. “Household member” means, spouses; domestic partners; former spouses; former domestic partners;
persons who have a child in common, regardless of whether they have been married or have lived together at
any time; adult persons related by blood or marriage; adult persons who are presently residing together or
who have resided together in the past; persons 16 years of age or older who are presently residing together or
who have resided together in the past and who have or have had a dating relationship; persons 16 years of age
or older with whom a person 16 years of age or older has or has had a dating relationship; and persons who
have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents
and grandchildren.

O. “Paid leave” means accrued hours of paid leave provided by an employer for use by an employee for an
absence from work for any of the reasons specified in this chapter, for which time an employee shall be
compensated by the employer at the same hourly rate and with the same benefits, including health care



benefits, as the employee would have earned during the time the paid leave is used. For purposes of this chapter, "paid leave" does not include compensation for lost tips or commissions, and compensation shall only be required for hours that an employee is scheduled to have worked.

P. "Party" includes the person charging or upon whose behalf a charge is made alleging a violation of this chapter, the person alleged or found to have committed a violation of this chapter, and the Director.

Q. "Person" means one or more individuals, partnerships, associations, organizations, trade or professional associations, labor unions, corporations, public corporations, cooperatives, legal representatives, trustees, trustees in bankruptcy and receivers, firms, institutions, or any group of persons; it includes any owner, lessee, proprietor, manager, agent, or employee, whether one or more natural persons.

R. "Premium pay program" means a plan offered by an employer pursuant to which an employee receives extra pay in-lieu of benefits.

S. "Sexual assault" shall be defined as set forth in RCW 49.76.020, as now enacted or as hereafter amended.

18.10.020 Accrual of Paid Leave.

A. Employers shall provide employees with a minimum of one hour of paid leave for every 40 hours worked within the City, up to a total of 24 hours, except as otherwise provided herein.

B. Nothing herein shall be construed as prohibiting or discouraging an employer from the adoption or retention of a paid leave policy that exceeds the requirements as stated herein.

C. In the case of employees who are exempt from overtime payment under Section 213(a)(1) of the Fair Labor Standards Act of 1938, approved June 25, 1938 (52 Stat. 1060; 29 U.S.C. § 201 et seq.) (hereinafter referred to as "FLSA-exempt" employees) and under the Washington State Minimum Wage Act, no employer shall be required to accrue leave for such employees for hours worked beyond a 40-hour work week. If an exempt employee's normal work in a work week is less than 40 hours, paid leave accrues based upon his or her normal work week.

D. Paid leave shall begin to accrue for existing employees on the effective date of this ordinance, and for all new employees, on the commencement of employment.

E. An employer with a combined or universal paid leave policy, such as a paid time off ("PTO") or premium pay program, is not required to provide additional paid leave under this chapter, provided that:

1. Available paid leave may be used for the same purposes and under the same conditions as set forth in Section 18.10.030;

2. Paid leave is provided at the rate of at least one hour paid leave for every 40 hours worked;

3. Use of paid leave is limited to no less than 24 hours in a calendar year; or

4. The premium pay program is approved by the Director, and is consistent with the rules and regulations adopted by the Director.

F. When there is a separation from employment and the employee is rehired within six months in the same calendar year of separation by the same employer, including different business locations of the employer, previously accrued unused paid leave shall be reinstated. Further, the employee shall be entitled to use any reinstated accrued paid leave and newly accrued paid leave immediately upon the recommencement of employment, provided that the employee had previously been eligible to use paid leave. If there is a separation of more than six months or reinstatement does not occur within the same calendar year, an employer shall not be required to reinstate accrued paid leave and, for the purposes of this chapter, the rehired employee shall be considered to have newly commenced employment.

G. Front loading hours. Subject to the terms and conditions established by the employer, the employer may, but is not required to, loan paid leave time to the employee in advance of accrual by such employee. Such terms and conditions shall address what happens if the employee is discharged or terminates employment prior to accruing paid leave time equivalent to the amount of paid leave time advanced by the employer and used by the employee.



18.10.030 Use of Paid Leave.

1 A. Employees shall be entitled to use accrued paid leave beginning on the 180th calendar day after the commencement of their employment.

2 B. Subject to the carryover provision below, employees shall be entitled to use up to 24 hours of accrued paid
3 leave in any calendar year. Employers shall allow employees to carry over any accrued and unused hours, up
4 to 24 hours, to the following calendar year. Employees may use hours carried over for a total not to exceed
5 40 hours in the calendar year.

6 C. Employees shall be entitled to use paid leave provided by the employer for the following reasons:

7 1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to
8 accommodate medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
9 or preventive medical care.

10 2. To allow the employee to care for a family member with a mental or physical illness, injury, or health
11 condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical
12 illness, injury, or health condition; or care for a family member who needs preventive medical care.

13 3. When the employee's place of business has been closed by order of a public official to limit exposure to an
14 infectious agent, biological toxin, or hazardous material.

15 4. To allow the employee to care for a child whose school or place of care has been closed by order of a
16 public official.

17 5. To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and
18 safety of the employee or the employee's family members, including, but not limited to, preparing for or
19 participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual
20 assault, or stalking.

21 6. To enable the employee to obtain, or assist a family member in obtaining, services from a domestic
22 violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual
23 assault, or stalking.

24 7. To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other
25 actions to increase the safety of the employee or employee's family members from future domestic violence,
26 sexual assault, or stalking.

8. To enable the employee to take leave for bereavement for the death a family member.

D. Paid leave shall be provided upon the request of an employee, and the request shall include the expected
duration of the absence when possible. An employer may require an employee to comply with the employer's
usual and customary notice and procedural requirements for absences and/or requesting leave, provided that
such requirements do not interfere with the purposes for which the leave is needed.

1. If the paid leave is foreseeable, a written request shall be provided at least ten days, or as early as possible,
in advance of the paid leave, unless the employer's normal notice policy requires less advance notice.

2. If the paid leave is unforeseeable, the employee must provide notice as soon as it is practicable and must
generally comply with an employer's reasonable normal notification policies and/or call-in procedures.

E. Employers may require a minimum use of accrued paid leave time, subject to the FLSA. If the employer
does not establish a minimum use policy for employees covered by the overtime requirements of the FLSA,
accrued paid leave time may be used in hourly increments. For FLSA-exempt employees, the employer may
make deductions of paid leave in accordance with the FLSA or in accordance with a pay system established
by statute, ordinance, or regulation.

F. When the need for use of accrued time is foreseeable, the employee shall make a reasonable effort to
schedule the use of paid leave in a manner that does not unduly disrupt the operations of the employer.



1 G. Upon mutual consent by the employee and the employer, an employee may work additional hours or shifts during the same or next pay period without using available paid leave for the original missed hours or shifts. However, the employer may not require the employee to work such additional hours or shifts. Should the employee work additional shifts, the employer shall comply with any applicable federal, state, or local laws concerning overtime pay.

2
3 H. Nothing in this chapter shall be construed to prohibit an employer from establishing a policy whereby employees may voluntarily exchange assigned hours or “trade shifts.”

4 I. When paid leave is requested by an employee who works in an eating and/or drinking establishment, the employer may offer the employee substitute hours or shifts. If the employee accepts the offer and works these substitute hours or shifts, the amount of time worked during the substitute period or the amount of time requested for paid leave, whichever is smaller, may, at the discretion of the employer, be deducted from the employee’s accrued leave time. However, no employer is required to offer such substitute hours or shifts, and no employee is required to accept such hours or shifts if they are offered.

7 J. Nothing in this chapter shall be construed to prohibit an employer from establishing a policy whereby employees may donate unused paid leave to another employee.

8
9 K. Employers may choose any reasonable system for providing this notification, including, but not limited to, listing remaining available paid time on each pay stub or developing an online system where employees can access their own paid leave information.

10 L. Nothing in this section shall be construed as requiring financial or other reimbursement to an employee from an employer upon the employee’s termination, resignation, retirement, or other separation from employment, for accrued paid leave that has not been used.

12 **18.10.040 Exercise of Rights Protected; Retaliation Prohibited.**

13 A. It shall be a violation for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this chapter.

14 B. It shall be a violation for an employer to take adverse action against an employee because the employee has exercised in good faith the rights protected under this chapter.

15 C. The protections afforded under this subsection shall apply to any person who mistakenly, but in good faith, alleges violations of this chapter.

17 **18.10.050 Notice and Posting.**

18 A. Employers shall give notice that employees are entitled to paid leave; the amount of paid leave and the terms of its use guaranteed under this chapter; that adverse action against employees who exercise any right under this chapter is prohibited; and that each employee has the right to file a charge if the earning, use, or payment of paid leave, as required by this chapter, is denied by the employer or the employer takes an adverse action against an employee for requesting or using paid leave.

20 B. The Director shall create and make available to employers a model notice, hereinafter referred to as the “Notice,” which contains the information required under paragraph A of this subsection for their use in complying with this subsection. The Notice shall be printed in English and Spanish and any other languages that the Director determines are needed to notify employees of their rights under this chapter.

22 C. Employers may comply with this section by posting the Notice in a conspicuous and accessible place in each establishment where employees are employed.

24 D. Employers may also comply with this section by including the Notice in employee handbooks or other written guidance to employees concerning employee benefits or leave rights, or by distributing a copy of the Notice to each new employee upon hiring. In either case, distribution may be accomplished electronically.

25 **18.10.060 Employer Responsibilities.**

26 A. Employers shall certify compliance with this chapter upon application for and renewal of their City of Tacoma business license.



1 B. Employers shall retain records documenting hours worked by employees in the City of Tacoma, accrued
2 paid leave, and paid leave used by employees. Employers shall retain such records for a period of three years,
3 and shall allow the Director access to such records, with at least five business days' notice and at a mutually
4 agreeable time, to investigate potential violations and to audit compliance with the requirements of this
5 chapter. Employers shall make copies of these records available to employees upon request and within a
6 reasonable period of time.

7 Records and documents relating to medical certifications, recertifications, or medical histories of employees
8 or employees' family members created for purposes of this chapter are required to be maintained as
9 confidential medical records in separate files and/or records from the usual personnel files. If the Americans
10 with Disabilities Act ("ADA") applies, then these records must comply with ADA confidentiality
11 requirements.

12 **18.10.070 Enforcement.**

13 A. Powers and duties of Director.

14 1. The Director is authorized to enforce this chapter, and may promulgate rules and regulations consistent
15 with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final
16 rules and regulations.

17 2. The Director shall attempt to conciliate and settle by agreement, any alleged violation or failures to comply
18 with the provisions of this chapter.

19 B. Charge filing.

20 1. A charge alleging a violation of this chapter shall be in writing, on a form or in a format determined by the
21 Director and signed by or on behalf of a charging party, and shall describe the violation complained of and
22 shall include a statement of the dates, places, and circumstances and the persons responsible for the alleged
23 violation.

24 2. A charge alleging a violation of this chapter may also be filed by the Director whenever the Director has
25 reason to believe that any person has been engaged or is engaging in a violation of this chapter.

26 C. Citations and Notices of Assessment, Determinations of Compliance and Civil Penalties.

1 1. The Director shall issue either (a) a citation and notice of assessment or (b) a determination of compliance
2 no later than 60 calendar days after receipt of the charge, unless the Director extends the response date.
3 Notice of the extended date will be provided by the Director to the parties in writing.

4 2. The citation and notice of assessment or determination of compliance shall be delivered in writing to all
5 parties by personal delivery or first-class mail.

6 3. If the Director determines that a violation has occurred and issues a citation and notice of assessment, the
7 assessment shall include a determination of all paid leave amounts that need to be credited, or, in the event
8 paid leave was denied, the amount of paid leave that shall be paid, plus interest of 1 percent per month. The
9 assessment may not include any amounts owed more than three years before the date the charge was filed.

10 4. If the Director finds any violation of this chapter, the Director may issue a civil penalty in the amount of
11 \$250, provided the Director may waive or reduce the civil penalty if the employer comes into compliance
12 within ten calendar days of the notice or shows that its failure to comply was due to reasonable cause and not
13 willful neglect.

14 If the Director finds a willful violation of this chapter which results in a citation and notice of assessment, the
15 Director may issue a civil penalty that shall not be less than \$250 or an amount equal to two times the total
16 value of unpaid leave the employer failed to credit or pay the employee, whichever is greater, provided the
17 Director may waive or reduce the civil penalty if the employer has not previously been found by the Director
18 to have willfully violated this chapter, and the employer provides payment to the employee of all amounts of
19 unpaid leave and interest due in the event paid leave was denied or not paid, or credits the employee for paid
20 leave if credit was denied, all as determined in the citation and notice of assessment, within ten business days
21 of receipt of the citation and notice of assessment.



1 5. Payment, or credit, by the employer, and acceptance by the employee of all paid leave and interest or credit
2 assessed by the department in a citation and notice of assessment, shall constitute full and complete
3 satisfaction by the employer of all payment requirements in the citation and notice of assessment.

4 6. Nothing in this chapter shall be construed as creating a private cause of action for employees to file suit
5 against an employer.

6 D. Administrative Review by Director.

7 1. General.

8 A person to whom a Citation and Notice of Assessment (hereinafter Citation) or a Determination of
9 Compliance (hereinafter Determination) or civil penalty (hereinafter Penalty) is assessed may request an
10 administrative review of the Citation, Determination, or Penalty.

11 2. How to request administrative review.

12 A person may request an administrative review of the Citation, Determination, or Penalty by filing a written
13 request with the Director within ten calendar days from the date of the Citation, Determination, or Penalty.
14 The request shall state, in writing, the reasons the Director should review the Citation, Determination, or
15 Penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review.

16 Upon receipt of the request for administrative review, the Director shall review the information provided.

17 3. Decision of Director.

18 After considering all of the information provided, the Director shall determine whether a violation has
19 occurred and shall affirm, vacate, suspend, or modify the Citation, Determination, or Penalty.

20 The Director's decision shall be delivered, in writing, to all parties by first-class mail.

21 E. Appeals to the Hearing Examiner of Director's Decision.

22 Appeal of the Director's decision shall be made within ten calendar days from the date of the Director's
23 decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the
24 Hearing Examiner, which appeal shall be governed by TMC 1.23. The Hearing Examiner shall notify all
25 parties, by mail, of the time and place of hearing.

26 **18.10.080 Effective Date.**

This ordinance shall take effect on February 1, 2016.

18.10.090 Waiver.

The provisions of this chapter shall not apply to any employees covered by a bona fide collective bargaining
agreement to the extent that the requirements of this ordinance are expressly waived in the collective
bargaining agreement in clear and unambiguous terms.

18.10.100 Severability.

If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts,
provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in
full force and effect.