

**LABOR AGREEMENT**

**between**

**THE CITY OF WALLA WALLA**

**and**

**LOCAL 1191-W UNION**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

**January 1, 2015 through December 31, 2017**

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**THE CITY OF WALLA WALLA  
And  
LOCAL 1191-W UNION**

**Washington State Council of County and City Employees  
American Federation of State, County and Municipal Employees**

**January 1, 2015 through December 31, 2017**

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**ARTICLE 1 - PREAMBLE**

This Agreement is between the City of Walla Walla, hereinafter referred to as the Employer, and Local 1191-W, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. The purpose of the City and Union entering into this Agreement is to set forth their entire Agreement with regard to wages, hours and working conditions so as to promote efficient City operations; the morale and security of employees covered by this labor agreement; and harmonious relations giving full recognition to the rights and responsibilities of the Employer, the Union and the employees. Unless provided herein, the provisions for this Agreement shall be effective January 1, 2015.

Personnel Policy: The terms of this collective bargaining agreement, when in conflict with the Personnel Policy of the City, shall prevail. The City shall provide the Union President with written notifications of any proposed changes to the Personnel Policy at least sixty (60) days prior to adoption by the City Manager.

This shall not constitute a waiver of any of the Union's rights to collectively bargain on any issues regarding changes in wages, hours or working conditions, as provided for under RCW 41.56, or other applicable law or statute.

**ARTICLE 2 - RECOGNITION**

**2.01** The City recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions of employment and the resolution of disputes, as authorized by the Washington State Public Employees Collective Bargaining Act, for all full-time and part-time employees of the employer (examples of which are listed in job classifications cited in Appendix A of this document) who have successfully completed their trial service period, but excluding all seasonal, temporary, uniformed employees (as defined in statutes) in the Police and Fire Departments and executive, administrative and professional employees and elected and appointed City officers who are supervisory and/or confidential.

**2.02** Where any part of this Article comes in conflict with State of Washington Civil Service Laws (Title 41 RCW) and City of Walla Walla Civil Service rules and regulations, such laws, rules and regulations shall apply.

### **ARTICLE 3 - UNION SECURITY**

**3.01** Any employee covered by this Agreement who is not a member of the Union shall, as a condition of employment, pay the Union uniform monthly membership dues or fair share fee through payroll deduction. Current employees incur said obligation as of the effective date of this Agreement. Employees hired after the Agreement's effective date, shall pay necessary dues or fee no later than the thirty-first (31st) day following the beginning of their employment. Employees who fail to meet this requirement shall be discharged, provided, the right of non-association of public employees based on bona fide religious tenets or teaching of a church or religious body of which such public employee is a member shall be safeguarded.

Such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee to a non religious charity or to another charitable organization mutually agreed upon by the public employee affected and the bargaining representative to which public employee would otherwise pay the dues and initiation fee. The public employee shall provide written proof that such payment has been made. If the public employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

### **ARTICLE 4 - CHECKOFF**

**4.01** The City agrees to deduct uniform Union dues and assessments, certified to be current by the Union, once a month, from the pay of those members who individually request in writing that deductions be made. The total amount of the deduction shall be remitted monthly by the employer to the Treasurer of the Union.

**4.02** The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability and for all legal costs that shall arise out of, or by reason of, action taken or not taken by the City in reliance upon documents or cards or other information furnished to the City by the Union in complying with any of the provisions of this Article.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

**5.01** Management Rights: The Management of the City and direction of the working forces, including the right to hire, discipline, suspend or discharge employees, to assign, combine and/or, reassign jobs, to transfer employees within the City, to increase and decrease the working force, to establish standards, to determine work to be accomplished and the schedules and means of operations or handling are vested exclusively in the City.

**5.02 Exclusive Rights:** The City has the exclusive right under this Agreement, without prior negotiations with the Union, to discontinue any part of its operations, transfer work from the bargaining unit and close down an operation, establish new jobs, eliminate or modify any job classification in accordance with the provisions of this Agreement, provided employees displaced from jobs, as a result of the City's exercise of such right, shall be laid off in accordance with the seniority provisions of the Agreement, and adopt and enforce reasonable rules governing the conduct of the employees.

**5.03 Disputes:** In the event any disputes arise in connection with the exercise of the above rights and such disputes are submitted to arbitration, the only issue which the Arbitrator may decide is whether or not the affected employees were laid off or terminated in accordance with the provisions of this Agreement.

In no case shall the Arbitrator have authority to vacate, modify, or change the City's exercise of its rights, or require the City to do such, (except as otherwise provided for in this Agreement) or where a rule is involved, the Arbitrator may require the City's revision of a rule it finds is unreasonable or contrary to the express provision of this Agreement.

**ARTICLE 6 - SENIORITY** Seniority as applied in this Agreement shall be defined and calculated as continuous service since the most recent date of hire with the City, subject to the following conditions:

- A. Seniority provisions shall not apply to new employees until completion of their initial trial service.
- B. An employee's continuous service shall be considered broken by voluntary resignation, layoff of over eighteen (18) months, leave of absence in excess of 12 months, (except in case of work related injury or military leave), suspension in excess of three (3) days, discharge for just cause, or retirement.
- C. This definition of seniority shall be used in this Agreement any time benefits are related to length of service.

**ARTICLE 7 - TRANSFERS, PROMOTIONS AND DEMOTIONS**

**7.01** A transfer is a reassignment to a different position, location, or classification when there is no change in pay range.

- A. Transfers shall be made on the basis of qualifications only.
- B. Transfers, whether mandatory or voluntary, shall be paid at the employee's then current salary.

- C. Mandatory Transfer: Justification for mandatory transfers shall be presented to an affected employee and the Union upon their request. When a mandatory transfer is necessary due to over-staffing, management reserves the right to transfer the employee who shall least affect City operations. Employees shall not be required to complete a trial service period if they transfer within the same job classification.

**7.02** A promotion is a reassignment to a position or classification with a higher pay grade that is within the bargaining unit.

- A. Promotions shall be made on the basis of an individual's qualifications, if all else is equal, seniority may be considered.
- B. A promoted employee shall be paid at the nearest higher step in the new grade which provides a minimum increase of 5%, but no higher than the maximum of the grade. Promoted employees shall receive a new step date commencing at the date of promotion.

#### EXAMPLES

An employee at step A of a given grade and promoted to Step A of a new grade that is less than 5% greater than their previous positions' grade would move to the step in the new grade that would provide at least a 5% increase in salary.

- C. A promoted employee shall serve a six (6) month trial service period in the new position/classification and shall receive a minimum of two documented performance appraisals to include an informal performance appraisal at the approximate midpoint of their promotion trial service period and a formal appraisal just prior to the end of the trial service period.
- D. If the promoted employee fails to meet job standards during the trial service period, the City may allow the promoted employee to revert to their former position. If the position has been filled, the displaced employee may be laid off or revert to their former positions, as appropriate.
- E. A promoted employee may voluntarily revert to their former position within six (6) months of the promotion. A promoted employee contemplating such action must communicate their interest in this regard to the Department Director as soon as possible in order to coordinate the timing of the necessary administrative actions.

**7.03** A demotion is a reassignment to a position or classification with a lower pay grade.

- A. Demotions may be involuntary if associated with a disciplinary action, or voluntary, which includes changes by preference (location, hours, environment, etc.) and

demotion to avoid layoff. In either case, the demotion shall be approved only if the employee is qualified to assume the duties of the new position/classification.

- B. A demoted employee shall be paid at their current step, but in the new grade (example: an employee paid at Grade 78, Step C, if demoted to Grade 76, would then be paid at Grade 76, Step C). The employee shall maintain their step date for the purpose of future step increases.

**7.04** Non-uniform Police Department employees covered by the provisions of this contract shall be appointed to those positions in compliance with the Rules and Regulations adopted by the Civil Service Commission of the City of Walla Walla.

### **ARTICLE 8 - LONGEVITY**

**8.01** The City shall pay the following amounts for length of service:

After five (5) years of service	\$40.00 per month
After ten (10) years of service	\$50.00 per month
After fifteen (15) years of service	\$60.00 per month

An employee's longevity shall be adjusted for periods of leave of absence without pay.

### **ARTICLE 9 - DISCRIMINATION**

**9.01** The City and the Union agree not to discriminate against any employee due to legitimate activities for or against the Union, including membership or non-membership in the Union.

**9.02** The parties agree not to discriminate against any employee due to race, color, national origin, religion, age, sex, sexual orientation, marital or family status, or physical, sensory or mental disability, except where said factors conflict with bona fide occupational qualifications.

### **ARTICLE 10 - NEW EMPLOYEES**

**10.01** Trial service shall be six (6) months in duration with the option for management to extend the six (6) month trial service period up to 12 months when circumstances reasonably dictate on a case by case basis with notification to the Union. During the trial service period, they:

- A. Shall not have seniority or other job rights;
- B. May be laid off or terminated at the discretion of the City;
- C. May be laid off due to displacement by an employee reverting to the position after a promotion;

- D. Shall be evaluated by their immediate supervisor during trial service to help the employee gain regular status;
- E. Shall, upon completing their trial service period satisfactorily to the City, be entered on the seniority list as of their date of original hire;
- F. Notice of regular appointment following successful completion of trial service period will be provided to the employee;
- G. For non-uniform Police Department employees covered by the provisions of this contract, if an individual is found to be unfit or unsatisfactory for service, the Civil Service Commission shall be notified in writing of the conditions surrounding the proposed termination.

#### **ARTICLE 11 - PHYSICAL EXAMINATION**

**11.01** Following a conditional offer of employment, an applicant may be required to take a physical exam to determine fitness to perform the essential functions of the position, and annually thereafter as a condition of continued employment. Annual physical examinations shall be taken on City time, unless the employee establishes conditions under which they cannot be examined during the year, during the normal hours a physician is available. All employees shall be required to make a reasonable effort to keep themselves in good health in keeping with the requirements of their particular position and/or classification. Documentation from the examining physician as to an employee's fitness for duty shall be made available to the City upon completion of such examination.

**11.02** SUBSTANCE ABUSE: The City considers its employees to be its most valuable asset and believes that professionalism in the delivery of public services can only be maintained within a drug-and alcohol-free work environment. Further, the City and the Union believe that employees have a right to work in an environment free of drugs and alcohol and those employees have the obligation not to place themselves in a situation where job performance is impaired by substance abuse.

This Article has been developed in compliance with the Federal Drug-Free Workplace Act of 1988, regulations of the U.S. Department of Transportation ("DOT"), the Federal Transit Administration ("FTA"), and other relevant authorities. It also incorporated the City's Drug Free Work Place Policy adopted in 1989.

**11.03** Drug Free Work Place: The City and the Union recognize that the maintenance of a drug-free workplace is essential to the safety and welfare of employees. This Article establishes programs and practices that promote and support a drug-free working environment and brings the parties into compliance with the Drug-Free Workplace Act of 1988.



**Statement:** The intent is to educate employees as to the dangers of drug abuse in the workplace, the commitment to a drug-free workplace, the penalties that may be imposed upon employees for drug violations in the workplace, and the commitment of support for employees undergoing treatment and rehabilitation of chemical dependencies.

**Provisions:**

1. **Controlled Substances:**
  - A. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol in the workplace is prohibited. Reporting to work under the influence of a controlled substance or alcohol is prohibited.
  - B. As a condition of employment, all employees must notify their Department Director of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
2. **Prescription or Over-the-Counter Drug Use:** The use of prescription and over-the-counter drugs which compromise the safety in the workplace or the quality of the employee's work product is prohibited. It is the employee's responsibility to check with their physician as to whether or not a prescription drug will impair performance. Under this Article employees are specifically required to notify their immediate supervisors when they are taking medications with warning labels. The City will make a form available to employees to assist them in reporting such authorized drug use. This form will be maintained in a separate confidential medical file in the Human Resources Department.
3. **Drug Use Away from the Workplace:** The use of a controlled substance off the work site by an employee may be grounds for disciplinary action if it results in an adverse impact on the employer.
4. **Employee Sanctions:** It is the responsibility of every employee to be aware of the above provisions and to abide by them. Failure to observe these provisions will result in immediate discipline of the employee, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitative program.
5. **Employee Assistance Program:** The parties are committed to supporting employees undergoing treatment and rehabilitation for alcohol or other chemical dependency. The employer will provide information to employees on available drug counseling and rehabilitation programs.

6. **Drug Abuse Education Program:** The employer will utilize all available resources to educate employees as to the dangers of drug abuse.
7. **Confidentiality:** The confidentiality of all complaints and reported violations of the provisions of this directive will be strictly maintained, except as required by public disclosure laws or court order.

#### **11.04 Drug and Alcohol Testing:**

**Purpose:** This Article sets forth the alcohol and drug testing program which is intended to apply the same testing and reporting requirements, with the exception of random testing, to all employees as required by Federal regulations as stated in this section. The purpose of this Article is to support the drug free work place and establish compliance with the Federal Highway Administration regulations for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety-sensitive positions, including those who are required to hold a Commercial Driver's License.

**Application:** This Article applies to all employees with the additional requirement of random testing for employees who are required to have and maintain a Commercial's Driver's License in order to perform the duties of the job. Contractors performing functions for the City of Walla Walla involving the use of a vehicle requiring a Commercial Driver's License, will be subject to specific alcohol and drug testing as required by Federal regulations.

**Statement:** The parties have a significant interest in the health and safety of employees. In furtherance of that interest, the employer will take those steps necessary to ensure that employees perform their duties and responsibilities and are free from the influence of drugs and alcohol. Employees who are having problems with alcohol or drug use are encouraged to seek voluntary, confidential counseling and treatment through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants under the circumstances outlined in this Article. All drug and alcohol testing (pre-employment, random, and reasonable suspicion) shall be conducted following the current testing standards and thresholds established by the U.S. Federal Department of Transportation.

**Training and Education:** Employee education and supervisor training are essential parts of this program. All existing and new employees will receive information on the impact of drug and alcohol use and will receive information on resources for assistance.

Supervisors will receive this same training as well as additional training in the recognition and detection of signs and symptoms of alcohol and drug misuse. Supervisors will not be permitted to make reasonable suspicion test referrals unless they have completed training required by federal regulations. In addition, the City will make this same training available to Union Representatives in an effort to keep them up to date and educated in this area.

**Definitions:**

**“Accident”** - Accident means an occurrence involving the employee which results in (1) a fatality; (2) bodily injury of a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; (3) overall property/vehicle damage estimated at \$2,000 or more; (4) the employee cannot be completely discounted as a contributing factor to the accident; (5) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or (6) a citation for a moving traffic violation arising from the accident.

**“Alcohol”** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**“Alcohol concentration (or content), BAC”** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under 49 CFR Part 382.

**“Alcohol use”** means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

**“Commercial motor-vehicle”** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Has a gross vehicle weight rating of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

**“Controlled substances”** mean those substances identified in 49 CFR Part 40.85, as amended: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

**“DOT Agency”** means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with 49 CFR Part 40.

**“Driver”** means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly-employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or

under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer

**“Drug”** has the meaning of any controlled substances, prescription, or over-the-counter medication.

**“EBT (or evidential breath testing device)”** means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.

**“Employer”** means an entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with 49 CFR Part 382. The term refers to the entity responsible for overall implementation of DOT drug and alcohol program requirements, as well as those individuals employed by the entity who take personnel actions resulting from violations of 49 CFR Part 382 and any applicable DOT agency regulations. Service agents are not employers.

**“Licensed medical practitioner”** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**“Medical Review Officer (MRO)”** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

**“Performing (a safety-sensitive function)”** means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**“Refuse to submit (to an alcohol or controlled substances test)”** means that a covered employee may not refuse to submit to a post accident, reasonable suspicion, or follow-up alcohol and drug test as directed by this Article and/or the Federal DOT regulations. In addition, employees required to have and maintain a CDL may not refuse to submit to random testing as directed by this Article and/or the Federal DOT regulations.

**“Safety-sensitive function”** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

**Prohibited Conduct:**

The following conduct regarding alcohol and drug use or abuse is prohibited:

**Alcohol Concentration:** An employee may not report for or remain on duty, for the performance of duties covered under this Article while having an alcohol concentration of 0.04 or greater.

**Alcohol Possession and On Duty Use of Alcohol:** An employee may not possess or use alcohol while on duty or while operating a commercial vehicle.

**Pre-Duty Use of Alcohol:** An employee may not report for duty or operate a commercial vehicle within four hours after using alcohol. An on-call employee who consumes alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.

**Alcohol Use Following an Accident:** An employee required to take a post-accident alcohol test may not use alcohol for eight (8) hours following the accident, or until a post-accident alcohol test is given, whichever comes first.

**Use of Drugs:** An employee may not report for duty, remain on duty, or drive a commercial vehicle when the employee has used a drug or drugs, except when the use is pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform their duties or operate a commercial vehicle. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively should provide written notice from their physician with respect to the effect of such substances. The City will make a form available to employees to assist them in reporting such authorized drug use. This form will be maintained in a separate confidential medical file in the Human Resources Department.

**Refusal to Submit to a Required Test:** An employee may not refuse to submit to a post-accident, reasonable suspicion, or follow-up alcohol and drug test as directed by this Article. In addition, employees required to have and maintain a CDL may not refuse to submit to random testing as directed by this Article.

**Positive Drug Test:** An employee may not report for duty, remain on duty, or perform a safety-sensitive function, if the employee tests positive for drugs or alcohol.

**Tampering with a Required Test:** An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this Article.

**Possession, Transfer or Sale:** No employee may possess, transfer or sell drugs or alcohol while on duty.

## **Other Related Alcohol Conduct**

A driver tested under the requirements of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed immediately from performing safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the test administration.

## **Testing**

**Pre-Employment Drug Testing:** Drivers will be tested for controlled substances unless the applicant participated in a DOT testing program within the past 30 days and:

- 1) Has passed a DOT controlled substance test within the past six (6) months; or
- 2) Was subject to DOT random controlled substance testing program for the previous 12 months; and
- 3) Has not violated any prohibitions of 49 CFR Part 382 within the past six (6) months.

**Reasonable Suspicion Testing:** Employees shall submit to a drug and/or alcohol test when the employer reasonably suspects that this Article may have been or is presently being violated. A referral for testing will be based on current, clearly described observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use, confirmed by a second trained supervisor. Prior to beginning a discussion with the employee about the observed behavior, the supervisor will inform the employee of their right to have union representation present during the meeting. Employee's requests for representation will be honored to the extent that honoring the request does not unreasonably delay testing. A union representative from a list of provided names will be notified and given reasonable opportunity to observe the employee's condition. When reasonable suspicion exists, the affected employee will be questioned and observed. A decision to request a specimen will be based upon eye witness reports, facts of the event and observed physical and behavioral characteristics of the affected employee. The employee will be interviewed in a private area.

- A. **Verification:** A reasonable suspicion request will be documented in writing with a copy provided to the affected employee.
- B. **Relief of Duty:** The employee will be placed on leave until the results of the drug and/or alcohol test are complete and verified. If the test results are negative, the employee will be compensated during the waiting period for all work time lost. If the test results are positive employees will be allowed to use vacation, floating holiday, or compensatory time, at their discretion or sick leave if entitled or applicable during the period of absence to eliminate any loss of income. Personal

leave is not authorized for this purpose. If an employee chooses to use paid leave during the period of absence they must notify the employer which type of paid leave will be used during the period of absence. The Employer shall have five (5) working days after positive test results, to notify the employee of disciplinary actions in accordance with Article 31.

- C. **Transportation Assistance:** The employee will be accompanied to the collection site by a supervisor, manager or director. The employee will be provided transportation home. If the employee refuses and demands to drive their vehicle, the employer shall notify law enforcement.

If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight (8) hours, the employee will not be allowed to return to duty until:

- 1) an alcohol test is administered and the employee's breath alcohol concentration measures less than 0.02; or
- 2) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this Article concerning the use of alcohol.

**Post-Accident Testing:** Following an accident, as defined under definitions in this Article, the employee is required to submit to alcohol and drug tests. Testing should occur as soon as possible, but may not exceed eight (8) hours after the accident for alcohol testing and 32 hours after the accident for drug testing.

An employee who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Employees who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this Article.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving driver shall be tested for controlled substances and alcohol if:

- 1) the driver was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
- 2) the driver received a citation for a moving violation and the accident involved bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident; or

- 3) the driver received a citation for a moving violation and the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test. The alcohol test must be completed within two (2) hours of the accident; if not, the driver must advise the Employer the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the accident. After eight (8) hours the attempt to test will be ceased, and the driver must again provide the reasons for the test not being administered.

A controlled substances test shall be administered as soon as practicable up to 32 hours following the accident. After 32 hours the attempt to test will be ceased, and the driver must provide the reasons for the test not being administered promptly. A driver must remain readily available for testing, or may be deemed by the Employer to have refused to submit to testing.

Nothing in this policy should be construed to require the delay of necessary medical attention for the injured.

In addition, any driver involved in any commercial motor vehicle accident involving an injury requiring immediate medical attention or any vehicle towed away because of disabling damage, where no citation has been issued, the driver will be required to submit to testing. Testing will be to determine the presence, use, or any involvement with alcohol or drugs unless the Employer determines, at its discretion, that the accident could not have been caused by alcohol or drug use. The driver will submit to an alcohol test within eight (8) hours and a controlled substances test within 32 hours of the accident. The Employer/driver must advise the collection site and alcohol testing personnel that the test being required is an Employer-required test, not a mandated DOT test.

**Random Testing:** Employees required to have a CDL will be subject to random, unannounced alcohol and drug testing whenever they are on duty.

**Return to Duty Testing:** Employees who have violated this Article including those who have tested positive on a drug or alcohol test, and, who under the discipline section are allowed to return to work, must test negative prior to being released to duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

**Follow-Up Testing:** An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up tests will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following the employee's return to duty. The employee will be responsible for costs associated with follow-up testing



not covered by insurance should a positive test result occur and the employee is retained in the City workforce.

**Re-Testing:** Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer. The cost of the second test will be borne by the employer.

**Testing Compensation:** All time spent administering alcohol or controlled substance tests, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate if applicable. Any employee who is not allowed to return to work while awaiting test results will be placed on paid leave during the waiting period. If the test results are negative, the employee will be compensated during the waiting period for all work time lost. If the test results are positive, employees will be allowed to use vacation, compensatory time, sick leave, or other paid leaves during the period of absence to eliminate any loss of income. The employer shall pay all costs associated with the administration of alcohol and controlled substance tests except follow-up testing. The employee will be responsible for costs associated with follow-up testing not covered by insurance should a positive test result occur and the employee is retained in the City workforce.

**Refusal to Take an Alcohol or Drug Test:** No employee shall refuse to submit to an alcohol or drug test as directed under this Article. A refusal to submit shall include, but is not limited to:

- A. A failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing in accordance with the procedures manual;
- B. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing in accordance with the procedures manual;
- C. Engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered insubordination and shall be deemed the same as a positive test result.

**Securing Information from Previous Employers:** As a condition of employment and post-offer of employment all employees must authorize a request for all employers within the past two (2) years to release information of the following:

- A. Positive alcohol and drug tests;

B. Refusal to be tested.

This information must be obtained before the person is employed by the City. However if the information has not arrived by the anticipated start date, and the person has passed the pre-employment drug test, the person may be hired and the requested information obtained from the previous employers within 14 calendar days of the date of hire.

If the information has not been received within the 14 calendar days, the person will not be permitted to drive commercial vehicles until the information has arrived. If the information obtained from previous employer(s) indicates either a positive test or a refusal to be tested occurred within the past two years, that person shall not be hired by the City.

If no such information was generated about the applicant, or if the past employer(s) cannot be located or refuse(s) to cooperate, Human Resources will so document. Normal hiring may proceed after documenting the lack of information.

**Confidentiality and Record Retention:** All records related to drug and alcohol testing will be maintained in a secure location with controlled access. Record retention time frames shall be in accordance with DOT criteria for CDL employees, however for all other employees; 1) records for negative tests shall be removed and destroyed after one (1) year and; 2) records of positive tests shall be removed and destroyed after five (5) years. These records will be kept separate from all other records.

**Consequences of Engaging in Prohibited Conduct or Positive Drug or Alcohol Tests:**

**Discipline and Rehabilitation:** An employee will be subject to appropriate disciplinary action up to and including termination from employment if:

- 1) the employee tests positive for a drug or drugs;
- 2) results from an alcohol test indicate a blood alcohol level of 0.04 or greater; and/or,
- 3) the employee has engaged in prohibited conduct as outlined in this article.

All employees, regardless of disciplinary action taken, will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

The City shall make reasonable efforts to afford employees the right to union representation whenever an employee is directed to submit to an alcohol or drug test which is for cause, post accident, or reasonable suspicion.

**Positive Test Results and/or Engaging in Prohibited Conduct:** If an employee tests positive for drugs or has an alcohol test that indicates blood alcohol level of .04 or greater from a random, reasonable suspicion, post-accident, or other authorized test, or engages in prohibited conduct as outlined in this Article, the employee will be immediately removed from all duties including the driving of a commercial vehicle.

The City will have the following options:

- A. Discharge the employee; or
- B. Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified Substance Abuse Professional (SAP) to determine the extent of his/her chemical dependency. If, in the opinion of the SAP the employee requires rehabilitation services, the employee will be placed on a leave of absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program.
  - 1) An extension of the ninety (90) day period may be granted by the City.
  - 2) The employee must submit a written extension request prior to the end of the initial (90) day period.
  - 3) The request should include the reason for the extension and the amount of time needed based on the SAP recommendations.
  - 4) An employee must use all available accumulated leave during the ninety (90) day period.
  - 5) The employee will not be eligible for participation in the Shared Leave Program.
  - 6) If the employee successfully enrolls and completes the program within ninety (90) days, (or approved period) the employee will be reinstated to the employee's former position.
  - 7) Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from his/her counselor during the entire treatment program. The employee will be reinstated to his/her former position when all of the following conditions have been met:
    - a) The employee has successfully completed the treatment program;

- b) The attending counselor has formally released the employee to return to work;
- c) The employee agrees to submit to a return-to-work alcohol, drugs, and/or controlled substance test;
- d) The employee must have a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for the presence of alcohol, drugs, and/or controlled substances at any time, with or without cause for up to sixty (60) months as recommended by the Substance Abuse Professional and the City, with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty. Any subsequent violation of this Last Chance Agreement will be grounds for immediate discharge.

**Alcohol Concentration of 0.02 but less than 0.04:** Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least 24 hours.

**Employee Assistance Program/Voluntary Referral:** The parties support employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to an employee with any other illness.

Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify themselves as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this Article.

Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illness. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

An employee, who successfully completes a treatment or rehabilitation program, shall be returned to their regular duty assignment. Sixty (60) months after the initial positive test, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee's personnel file shall be purged of any reference to their drug and/or alcohol problem.

Both parties agree to establish a Labor/Management Committee in 2015 to review and update the language in Article 11 regarding drug and alcohol testing. Goals of this Committee will include evaluating compliance with applicable rules and regulations and to separate protocols for CDL and non-CDL drivers.

## **ARTICLE 12 - CLASSIFICATIONS AND RECLASSIFICATIONS**

**12.01** When the City determines that a new job classification or reclassification of an existing classification is necessary, and such classification is covered under Article 2 of this Agreement, the City shall submit to the Union in writing the job description and proposed salary, prior to implementation. The Union shall have ten (10) working days to request in writing to negotiate with the City regarding the proposed salary. Such meetings shall take place within ten (10) working days of the receipt of the request.

**12.02** In the event a classification is reclassified, then,

- A. The incumbent employees in the existing classification, if qualified, shall be placed directly into the new classification. If not qualified, the incumbents shall be allowed one (1) year to become qualified. If after (1) year the incumbent is not qualified they may be transferred, demoted or if no position is available for which they are qualified, they may be terminated by the City. The City has the discretion to allow for an extension of the one (1) year period so long as the employee has demonstrated making reasonable efforts towards obtaining the qualifications and has been unable to obtain them for reasons beyond their control.
- B. If the new classification has a pay range higher than the former, the employee shall be paid at the nearest step in the new range which provides a minimum increase of 5%, but no higher than the maximum of the grade. Reclassified employees shall receive a new step date commencing at the date of reclassification.
- C. If the new classification has a pay range lower than the former, the employee shall be paid at the nearest step of the new range of their current salary, whichever is higher. In the event the current salary is higher, the employee's salary shall be frozen (Y-rated), without any increases, (which includes cost of living adjustments) for as long as it takes the range to catch up to the employee's current pay level.

**12.03** Classification Plan Review: A periodic compensation review that reflects changes to external comparables will be performed by the Human Resources office. The Human Resources office will research the compensation data and a joint union-management committee will review the resulting new compensation scale.

**12.04** Classification Specification Review: Classification specifications will be reviewed annually as part of the employee's performance appraisal process to determine if an audit by the Human

Resource office is warranted. An audit may also be initiated by an employee, supervisor or the union at any time when there has been a significant change in the employee's job responsibilities. A classification audit will be conducted no more often than once per year. If the audit request is supported by the supervisor, it will be forwarded through the Department Director to the Human Resources office. The Human Resource Manager shall apprise the City Manager of classification audit requests made to the Human Resources office. The Human Resources office will respond with a determination to the audit request within sixty (60) calendar days. If the Department Director or supervisor does not support the audit request, the initiating party may appeal the decision.

**12.05 Appeal Process:** The Human Resources office will review the appeal within thirty (30) calendar days and make a recommendation to the Department Director and/or the City Manager for consideration. The initiating party/union will be provided an opportunity to provide input regarding the appeal prior to the City Manager forwarding a final approval. The City Manager will forward a final approval within (30) days.

### **ARTICLE 13 - BEREAVEMENT LEAVE**

**13.01** Bereavement leave may be granted up to 40 hours per occurrence for immediate family members of the employee (the following is the definition for immediate family of the employee spouse, or domestic partner, of the employee: Parent, parent-in-law, child, spouse, domestic partner, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, and equivalent step relatives); up to 24 hours per occurrence for other extended family member (i.e., aunts, uncles, nieces, nephews or cousins); up to 4 hours per occurrence for close friends and acquaintances. Employees may make written request to their respective department directors asking for exceptions to these guidelines which describe the justification for a request to deviate from the bereavement time off.

### **ARTICLE 14 - CALL BACK AND STAND-BY**

**14.01 Call Back:** An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1½) times his regular straight time hourly rate. However, if the employee's regular shift starts less than one (1) hour from the time they started work on call back, they shall receive one and one-half (1½) times their hourly rate of base salary plus all FLSA defined premiums only for such time as occurs before their regular shift. An employee shall not be considered called back if they are notified at least four (4) hours before reporting to work.

Employees who are called in for snow removal operations shall be considered to have started their normal eight (8) hour shift at the time they are called in. They shall be paid the regular rate of pay for the first eight (8) hours. If an employee called to return to work, reports to work and then is not put to work, they shall be guaranteed two (2) hours pay at their regular straight time hourly rate. The employee may be required to work the minimum paid time at duties previously assigned.

**14.02** Stand-by: Stand-by time is defined as a period of off-duty time during which an employee shall be assigned by a supervisor to be available to work if and when summoned. Employees on stand-by may engage in any normal off-duty activities provided that 1) the pager or cell phone if provided is carried on their person at all times; 2) the employee will make every effort to respond as quickly as possible whenever called. The amount of response time allowed will be at the discretion of the supervisor but in no case will be greater than thirty (30) minutes of travel time to the City Service Center at 55 E. Moore Street, or from their normal work site from the time the call is received; and 3) the employee keeps themselves in a condition to be able to report to duty as defined in Article 11, Physical Examination under substance abuse.

Employee's assigned stand-by status shall be paid \$325.00 for each consecutive seven (7) day period of stand-by time in which they are available. Stand-by employees summoned to work shall be paid one-and-one-half (1½) times their hourly rate of base salary plus all FLSA defined premiums for the actual hours worked. The provisions of the call-back procedure in this Article under Article 14.01 shall not apply to hours worked under this provision.

**14.03** Meetings: Attendance at City sponsored meetings such as the Health Benefits Advisory Committee, the Employee Advisory Committee, etc., is work time and will be paid as straight time or overtime as, appropriate. Attendance at such meetings is not subject to a two (2) hours minimum call back.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

**15.01** The work cycle shall consist of seven (7) consecutive days and the standard work week consist of five (5) consecutive eight (8) hour days with two (2) consecutive days of rest and in all cases the employee shall be paid only for the time worked with the exception of call back provision. This section shall not apply to those employees occupying City owned houses at the intake or employees at the Library. Alternative work cycles are addressed in 16.11.

**15.02** Each employee shall be assigned a regular starting time and work week except for those employees occupying City owned houses at the intake and as noted in Article 14, Call Back. The regularly scheduled starting time, workdays, and work week may be changed not less than five (5) working days prior to the effective date of the change, unless agreed to by the employee, the employer, and the Union.

**15.03** Overtime: Overtime shall apply to all paid hours in excess of forty (40) hours per week. Overtime pay shall be at the rate of one and one-half (1½) times the regular rate of base salary plus all FLSA defined premiums (annual salary + annualized FLSA defined premiums ÷ 2080 hours). No overtime shall be paid for regularly scheduled Saturday and Sunday work. All overtime and compensatory time must be authorized by the Department Director or supervisor.

**15.04** Compensatory time:

- A. The employee shall have the option of taking either overtime pay or compensatory time.
- B. Compensatory time shall be earned at one and one-half (1½) compensatory time hours for each overtime hour worked.
- C. Maximum accumulation of compensatory time shall be thirty-two (32) hours at any one time.
- D. An employee who separates from City service shall be paid for all accrued compensatory time on the employee's record at the time of separation.

**15.05** For the purpose of shift differentials, the following defines the different shifts for employees covered by this agreement:

- Day Shift: Any consecutive eight (8) hour or ten (10) hour shift, in which the majority of the hours fall between 8:00 a.m. and 4:00 p.m., Sunday through Saturday.
- Swing: Any consecutive eight (8) hour or ten (10) hour shift, in which the majority of the hours fall between 4:00 p.m. and 12:00 a.m., Sunday through Saturday.
- Night Shift: Any consecutive eight (8) hour or ten (10) hour shift, in which the majority of the hours fall between 12:00 a.m. and 8:00 a.m., Sunday through Saturday.

If an employee is assigned to any two of the three shifts identified above, and the hours are equally divided between two shifts, then the shift differential will be divided equally between the two shifts.

- A. All regular and trial service bargaining unit employees who work shifts designated as swing shifts shall be given a swing shift differential of \$.75 /hour in addition to the regular hourly job rate for all hours worked within the designated shifts.

All regular and trial service bargaining unit employees who work shifts designated as a night shift shall be given a night shift differential of \$1.00/hour in addition to the regular hourly job rate for all hours worked within the designated shift.

- B. An employee who is called in to work for another employee on swing or night shift shall receive differential pay for all hours worked for the remainder of that employee's shift.



- C. Regular and trial service bargaining unit employees required to work split shifts shall be paid an additional \$.60 cents per hour for all hours of the split shift.
- D. Employees called in to work between the hours of 3:00 a.m. and 8:00 a.m. for emergency facility or utility maintenance or snow removal/de-icing operations shall be compensated at a rate of \$2.50 per hour shift in additional pay. (Not applicable in cases where an employee's work schedule has been changed to encompass these hours).
- E. If an employee is required to work more than eight (8) hours in a twenty-four (24) hour period, beginning at the start of the employee's regularly assigned shift, they shall be compensated at the rate of one and one-half (1½) times the hourly rate of base salary plus all FLSA defined premiums base rate for all hours worked in excess of the assigned shift within that twenty-four (24) hour period, except when employees are notified at least four (4) hours before reporting to work. See section 16.11 for employees on alternative work schedules.

It is agreed that if employees are notified at least four (4) hours before reporting to work, they shall be considered to have started their normal eight (8) hour shift at the time they are called in. They shall be paid their regular rate of pay for the first eight (8) hours of work and time and one-half (1½) for all time exceeding the first eight (8) hours

The parties agree that overtime compensation shall not be incurred when an employee voluntarily agrees to work for another employee within their twenty-four hour workday. The Fair Labor Standards Act shall be used to define work hours for purposes of determining overtime compensation (i.e. training, breaks, etc.).

**15.06** The City shall post any and all classes or training programs available to City employees. Given the understanding that the efficiency of City operations is paramount, the City agrees that it shall distribute all classes or training programs equitably within the same job classification.

**15.07** Detail Assignments and Out-of-Position Pay: Employees may request via cover letter of interest and resume or City application and may be selected and assigned by a Department Director for a professional development and growth opportunity detail assignment of 120 to 180 days. Depending on the detail assignment and classification of the position being assigned to, the Department Director shall have the discretion to assign a premium of 5 – 10% of the employee's base hourly salary for all hours worked. If an employee is assigned, in writing, by the Department Director or Division Supervisor to assume duties of a higher classification for a period exceeding two (2) consecutive working days, they shall receive an out-of-position premium of five percent (5) of their base hourly salary for all hours. Out-of-position premiums may not exceed the maximum of the established pay grade of the higher classification.

**15.08 Shift Exchange:** Walla Walla Emergency Services Communication (WESCOM) Department employees shall have the right to exchange up to three (3) consecutive shifts under the following conditions:

- A. Such exchanges shall result in no additional cost to the City including any premium or out-of-position pay.
- B. Exchanges shall be submitted to a supervisor for approval in advance of the exchange.
- C. The employee agreeing to the exchange (the tradee) assumes all responsibility for the shifts being traded.
- D. In the event the responsible employee fails to work the exchanged shift, they shall be required to trade back to the City an amount of work time equivalent to the hours not worked plus an amount of hours equivalent to any overtime or premium pay costs incurred as a result of the missed time; provided however, that should the City avoid an otherwise overtime situation due to the scheduling of the trade back, only the actual hours not worked shall be required. If a trade back with the City occurs within sixty (60) days, it may be scheduled by agreement between the Shift Supervisor and the employee; otherwise the time owed shall be assigned by the Department Director.

The City shall accept accumulated vacation hours in payment for trade back hours owed if the individual so chooses. Use of sick leave hours shall not be permitted for this purpose.

- E. Exchanges in excess of three consecutive shifts shall require the approval of the Department Director.
- F. All shift exchanges shall be made and documented in accordance with rules and regulations approved by the U.S. Department of Labor and in compliance with the Fair Labor Standards Act.

**15.09** Given the understanding that the efficiency of City operations is paramount, the City agrees that it shall strive to distribute overtime, including call back and standby, equitably. A listing of overtime worked by all employees within each department will be posted each quarter within the respective department if requested. The request shall be made in writing to the Human Resources Department.

**15.10 Alternative Work Schedules:** During the term of the contract, alternative work schedules may be implemented by mutual agreement. At such time, all affected sections of the contract shall be reviewed and revised as needed based on the alternative work schedule. An example is as follows:

One alternative to the standard 5 days/8 hour work week is the four (4) days per week/ten (10) hours per day (4-10) work schedule. The 4-10 work schedule will be defined and implemented as follows:

- A. Department Director recommendation and approval by the City Manager or his/her designee taking into consideration feedback, input and comments of the affected employee work unit.
- B. All sections of this contract apply to the 4-10 schedules except as noted.
- C. Employees are committed to working the 4-10 shifts for the duration of its schedule unless otherwise agreed by the City and all of the affected employee(s). Notification of alternative work schedule and shift schedule changes will be made in accordance with Article 15.02. Return to the standard work week may occur when the Department Director finds it operationally unworkable.
- D. The 4-10 schedule may be proposed by either the City or by the affected employee(s) and shall include the proposed hours of work, the duration, days off, and affected classification(s).
- E. The City will strive to accommodate employees' requests for three (3) consecutive days off if at all possible and will ensure at a minimum that at least two (2) of the three (3) days off are consecutive.
- F. If the employee is scheduled to work the holiday, the employee will be compensated at the rate of one and one-half (1½) times the hourly rate for hours worked in addition to receiving eight (8) hours holiday pay. If employee has the holiday off, they will be compensated eight (8) hours for the holiday. If employees take an alternate day off for the holiday, they will be compensated eight (8) hours for the alternate day off. Substitute holidays shall be taken by the end of the next pay period.
- G. During the 4/10 schedule overtime shall be paid for all work in excess of forty (40) hours per week. Overtime pay shall be at the rate of one and one-half (1½) times the hourly rate of base plus all FLSA defined premiums. Compensatory time may be offered by the Department Director in lieu of overtime pay. If offered, the provision under 16.06 shall apply.
- H. FLSA non-exempt employees: If the employee is scheduled to work a holiday, the employee will be compensated at the rate of one and one-half (1 ½ ) times the hourly rate for hours worked in addition to receiving the eight (8) hours holiday pay factored as part of their base salary. If alternative work schedule employee has the holiday off, they will be compensated eight (8) hours for the holiday. If employees take an alternate day off for the holiday, they will be compensated eight (8) hours for the alternate day

off. Substitute holidays shall be taken by the end of the next pay period.

During the approved alternative work schedule period, overtime shall be paid for work in excess of the regular number of scheduled work hours per week for full-time employees or forty (40) hours, except in the exceptions noted. Overtime pay shall be at the rate of one and one-half (1 ½) times the regular rate of pay. Compensatory time may be offered by the Department Director in lieu of overtime pay.

**15.11 Daylight Savings/Standard Time:** When an employee is scheduled to work the shift when the clocks are turned back one (1) hour in the Fall and results in the employee working an additional hour, the employee will be compensated one (1) hour of overtime at one and one-half (1 ½) the employee's hourly rate of base salary plus all FLSA defined premiums.

When the employee is scheduled to work the shift when the clocks are moved forward one (1) hour in the Spring and the employee works one hour less than his/her regular shift, the employee may choose one of the following to complete the shift assignment:

- A. Use one (1) hour of compensatory time or vacation leave time; or
- B. Take on (1) hour of unpaid time; or
- C. Report to work one (1) hour earlier than the normal starting time for the shift or stay one hour later at the end of the shift. It shall be the City's prerogative as to the work assignment for the early reporting and the late carry over time provided such arrangements made in advance with the Department Director.

## **ARTICLE 16 - RELIEF PERIODS**

**16.01** Employees shall be afforded a fifteen (15) minute paid relief period each one-half shift of four (4) hours or more in duration, in accordance with department/division policies.

## **ARTICLE 17 - HOLIDAYS**

**17.01** The following days shall be declared paid holidays:

New Year's Day	Martin Luther King's Birthday
President's Birthday	Memorial Day
Fourth of July	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

The City agrees that if during the course of this contract, the United States Government or the State of Washington designates a special holiday and it is in turn recognized, observed, and

granted to all other employees by the City of Walla Walla City Council, it shall also be granted to employees covered by 1191-W.

**17.02** These ten (10) holidays shall be designated as paid holidays for those employees who fill regular positions. An employee eligible for holidays shall not receive holiday pay if the employee is in non-pay status, i.e., on unpaid leave of absence, leave without pay, or absence without leave status the work day immediately before or the work day immediately following the observed holiday.

**17.03** In addition, there shall be thirty-two (32) paid holiday hours allotted annually to be known as floating holidays which may be taken by regular employees at their option with department approval. The floating holidays must be taken in the calendar year in which they are earned and may be used in fifteen (15) minute increments. Floating holidays not used at the time of resignation, retirement or termination shall not be included in the employee's separation pay. Newly appointed, full-time and part-time regular employees, working less than twelve (12) months shall be granted a prorated number of the annual floating holiday hours for each full month of service.

**17.04** Seven-Day Operations: The holiday will be observed on the actual holiday including Saturday and Sunday. Regular employees assigned to work on the holiday shall be compensated at one and one-half (1½) times their regular rate of pay, for hours worked, in addition to holiday pay or an alternate day off for the holiday.

Employees not scheduled to work the holiday shall either receive eight (8) hours holiday pay or shall at their option, receive a substitute eight (8) hour holiday and, if working an alternative shift, must use vacation, comp time, or floating holiday leave hours to complete their scheduled work day hours. Substitute holidays shall be taken by the end of the next pay period.

**17.05** Regular full-time employees whose regular shift is eight hours or longer and who qualify for paid holidays shall be paid eight (8) hours at their regular straight time rate for each of these holidays. Regular part-time employees shall be paid for holidays based on the ratio of scheduled time worked, not to exceed eight hours.

**17.06** Employees hired as temporary employees for peak loads do not qualify for holiday pay as defined in section 18.05 above.

**17.07** Employees who are scheduled to work and fail to report for work on a paid holiday or on the regularly scheduled work day immediately following the holiday, shall not be paid for the holiday unless the absence is for a reason satisfactory to the Department Director.

**17.08** Holiday on Saturday or Sunday: Should an observed holiday fall on a Saturday, the preceding Friday shall be observed as the holiday; if any of these holidays fall on a Sunday, the

following Monday shall be observed as the holiday. Exceptions to this would be as it applies to Seven Day Operations.

**17.09** All holidays shall be deemed to begin at 8:00 a.m. of said day and end at 8:00 a.m. on the following day or the employee's scheduled starting time and ending time.

## **ARTICLE 18 - VACATION**

**18.01** Vacation leave may be used as accumulated after the initial six (6) months of employment. In the absence of an established or mutually agreeable department/division policy on vacation selection, vacation shall be selected on the basis of job classification seniority within a department or division where applicable. Employees must request the vacation time off in writing. In the event of more than one employee requesting the same days off, the first employee to submit the written request shall be given priority. Seniority shall prevail in those cases where the requests are received simultaneously. Vacation leave is not available for use until earned and posted to the employees accrued vacation leave following the end of the current pay period.

**18.02** Vacation Days (less than forty (40) hour week): All members of the bargaining unit working less than a forty (40) hour week shall receive vacation in the ratio which their scheduled work week relates to a forty (40) hour work week.

For example: For a scheduled twenty (20) hour week, vacation would be calculated at 20/40 times the regular vacation accumulated under a forty (40) hour week.

**18.03** Vacation Days: All full-time, regular employees, other than those covered in 19.02, shall accumulate vacation at the following rates:

Upon completion of 1 through 48 months of continuous service:  
6.67 hours/month (10 days/year)

Upon completion of 49 through 108 months of continuous service:  
10.00 hours/month (15 days/year)

Upon completion of 109 through 180 months of continuous service:  
13.33 hours/month (20 days/year)

Upon completion of 181 or more months of continuous service:  
16.67 hours/month (25 days/year)

**18.04** As of December 31st of each year, no employee shall have an accumulated amount of vacation leave in excess of 240 hours.

**18.05** Employees may use vacation in increments of fifteen minutes.

**18.06** Accumulated vacation leave shall be paid an employee upon separation of employment with the City.

**18.07** Vacation schedules should be arranged to offer flexibility in arranging individual vacation requests.

**18.08** On a voluntary basis, an employee may, once each calendar year, request and receive cash in lieu of earned vacation in an amount not to exceed forty (40) hours of vacation time.

The employee affected shall not be required to present justification for this cash out, but shall be required to actually take forty (40) hours of vacation/rest time each calendar year. Requirements regarding vacation preference, number of employees allowed on vacation at one time, shall not apply in cash out situations.

**18.09** For purposes of employees in FLSA-exempt classifications, vacation shall accrue and be utilized as provided in this Article.

#### **ARTICLE 19 - SICK LEAVE**

**19.01** Sick leave shall be accumulated to a maximum of nine hundred and sixty (960) hours as of December 31<sup>st</sup> of each year. Sick leave shall be earned at a rate of ninety-six (96) hours per year, or eight (8) hours per month, and indicated on the employee's records on a monthly basis.

**19.02** An employee may use their sick leave as accumulated. Sick leave is not available for use until earned and posted to the employees accrued sick leave following the end of the current pay period.

Sick leave is provided to the employee as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

**19.03** Personal illness or physical incapacity resulting from causes beyond the employee's control as well as quarantine of employees in accordance with State or community health regulations are approved grounds for sick leave. Sick leave or other appropriate paid time off may be granted to care for (a) a child of the employee (under the age of eighteen) with a health condition that requires treatment of supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. (This article complies with Washington State law.)

Definitions for the purpose of this article are:

(1) "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

(2) "Grandparent" means a parent of a parent of an employee.

(3) "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

(4) "Parent-in-law" means a parent of the spouse of an employee.

(5) A serious health condition as defined by the U.S. Department of Labor means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.

(6) "Sick leave" means time allowed to an employee for illness. Other paid time off (i.e., vacation, compensatory and personal holidays) can be substituted for sick leave if the employee chooses.

(7) "Spouse" means a husband or wife, as the case may be.

(8) "Registered domestic partner" is a same sex or opposite sex partner when the partners have registered as domestic partners with the State of Washington.

**19.04** Continuance of sick leave pay during absence from duty is contingent upon the employee or someone on his/her behalf notifying his immediate supervisor of reason for absence within one (1) hour of the start of his regular work shift on his first day off duty. If the immediate supervisor, or his/her designee, is not available, the employee shall leave a message. The employee shall be excused from making the notification if extenuating circumstances prevent the opportunity to notify, in which event notification shall be made as soon as possible. Failure to report shall result in non-payment of sick leave.

**19.05** Where an employee files an Industrial Insurance claim, the employee may receive sick leave pay. (See Article 30 - Adjustments for Workers' Compensation.)

**19.06** Sick leave time which is used by an employee shall be deducted from their accumulated sick leave time.

**19.07** Sick leave shall be earned by regular, part-time employees based on the ratio of scheduled work hours in a week to 40 hours. Temporary employees are not eligible for paid sick leave.

**19.08** The City may, at its discretion, request a certification of health care provider statement providing the medical evidence of disability or illness when an employee has been absent for three (3) consecutive work days, and/or when there is an observed and documented pattern of



absenteeism prior to the granting or continuation of sick leave with pay. This does not apply to sick leave that is subject to the Family and Medical Leave Act.

**19.09** Upon resignation after completing ten (10) years of continuous service, death or retirement an employee shall be paid for 25% of their accumulated sick leave.

**19.10** Employees shall have the option of electing not to participate in the following sick leave conversion programs by notifying payroll in writing:

Employees who have accumulated 480 hours of sick leave will automatically be enrolled by payroll to participate in a leave conversion program that provides for an automatic conversion of additionally earned sick leave to vacation leave at the rate of 1.33 hours per month;

Employees who have accumulated 720 hours of sick leave will automatically be enrolled by payroll to participate in a leave conversion program that provides for an automatic conversion of additionally earned sick leave to vacation leave at the rate of 2.67 hours per month;

Employees who have accumulated 960 hours of sick leave will automatically be enrolled by payroll to participate in a leave conversion program that provides for an automatic conversion of additionally earned sick leave to vacation leave at the rate of 4.00 hours per month.

As of December 31st of each year Employees who have accumulated nine hundred sixty (960) hours of sick leave shall annually receive a cash-out of twenty-five percent (25%) of any sick leave in excess of that amount whether or not they elect to convert a portion to vacation leave.

**19.11** The minimum amount of time to be charged to sick leave shall be fifteen (15) minutes.

## **ARTICLE 20 - JURY DUTY**

**20.01** Regular employees who are absent from work for jury duty shall be paid the difference between their regular straight time earnings less allowance for meals and travel, and their reimbursement as jurors or witnesses up to a maximum of eight (8) hours for each day.

**20.02** Employees who are required to appear in court as a result of their employment relations with the City shall be paid the difference between the regular straight time earnings and their reimbursement up to a maximum of eight (8) hours for each day.

**20.03** Notwithstanding the above, employees who bring adverse court actions against the City shall not be eligible for time off with pay.

## **ARTICLE 21 - LEAVE OF ABSENCE**

**21.01** Leave of absence without pay shall be granted an employee for good and sufficient reasons. The employee shall not accumulate seniority during such absence, shall be responsible for the full cost of all insurance premiums, and shall be reinstated in accordance with their prior seniority upon termination of the leave of absence.

- A. An employee shall be required to exhaust all appropriate paid leave prior to the beginning of the leave without pay.
- B. The leave of absence shall not exceed twelve (12) months. An employee returning to work from a leave of absence must report for work within twenty-four (24) hours of the final date of the leave or be subject to termination.

**21.02** Leave for maternity/paternity purposes shall be granted in accordance with State statutes.

**21.03** Leave of absence for Union work:

- A. Any employee, but not more than one (1) at a time, who is selected to fill the position of Area Representative of the Union shall be granted a leave of absence without pay not in excess of one (1) year upon written application of such employee to the City.
- B. With the written approval of the Department Director, Local Union representatives may be given time off without pay to attend those conferences which assist the individual in their duties as a Union Representative. Such requests will not be unreasonably denied. Denials shall be reviewed by the Human Resources Manager.

The local negotiation team may be given time off with pay to attend joint labor/management related conferences (such as LERA or other similar conferences) as long as both Union and management members are able to attend. Such joint conferences shall occur at least once during this contract term.

- C. Requests for time off or extensions of this leave of absence may be made to the City upon written application from the employee.
- D. Such application must be made at least fourteen (14) days in advance of the date the extension is to become effective.

**21.04** Military Leave: Any regular full-time employee who is absent from work to serve on an active military reserve unit shall be granted a leave of absence with pay for a total period not to exceed the amount of time stated in current Federal and/or state law.

## **ARTICLE 22 - GRIEVANCE PROCEDURES**

**22.01** The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible. The principle of "work now, grieve later" shall in each and every case be adhered to in the event of a contract dispute or grievance.

### **22.02 Exclusions from This Procedure:**

- A. Employees who seek to complain about discrimination, harassment, or retaliation in the work place should follow the complaint procedures set forth in the Personnel Policy Manual.
- B. Employees who seek to complain about "improper government activity" should follow the complaint procedures set forth in the Personnel Policy Manual.
- C. Employees who seek to appeal a matter to the Civil Service Commission should follow the appeal procedures set forth in the Civil Service Rules.

**22.03 Definition:** A grievance is an alleged wrong or dispute, considered by an employee or group of employees, as grounds for complaint, pertaining to employment conditions covered by this Agreement or its application, meaning or interpretation that has not been excluded in section 23.02 above. To be reviewable under this article, a grievance must:

- A. Concern matters or incidents that have occurred or are scheduled to occur.
- B. Result from an act or omission by management regarding aspects of this agreement over which the City has control.
- C. Arise out of a specific situation, act or acts complained of as being unfair which result in inequity or damage to an employee.
- D. Specify the relief sought which is within the power of the City to grant.

### **22.04 Special Provisions**

- A. The term "employee" as used in this Article shall mean an individual employee, or group of employees. If an employee believes a conference could result in disciplinary action, they may request Union representation. The supervisor/manager requesting the conference shall either 1) notify the employee that the meeting shall have no

disciplinary result, or 2) comply with the request and allow Union representation at the conference.

- B. A Union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance. Any investigation undertaken by the Union upon the work site shall be conducted so as not to disturb the work of uninvolved employees and after advance notice to the Department Director.
- C. A grievance may be advanced to any step in the grievance procedure if the parties so jointly agree.
- D. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be approved by both parties.
- E. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
- F. Copies of all written responses and decisions involving grievances shall be made available to the other party in a timely manner.

#### **STEP 1 - Discussion with Immediate Supervisor**

As soon as possible, but in no case later than ten (10) calendar days (not including employee vacations or holidays) after an employee has been reasonably aware of an alleged wrongful act, the employee shall first discuss their grievance on an informal basis with the immediate supervisor.

The matter shall be discussed verbally and, if settled no further action shall be taken. Absent a response from the immediate supervisor within ten (10) calendar days after notifying the supervisor of the alleged wrongful act, the employee may move to the next step in the grievance process as described below.

#### **STEP 2 - Written Grievance to Immediate Supervisor**

If the grievance is not resolved in Step 1, the grievance shall be submitted in writing within ten (10) calendar days from the date of the discussion in Step 1. The Supervisor shall make an investigation of the relevant facts and circumstances of the complaint and provide a written response to the employee within ten (10) calendar days.

#### **STEP 3 - Written Grievance to Department Director**

If the grievance is not settled at Step 2, then it may be submitted to the Department Director within ten (10) calendar days of the written response of the immediate supervisor. Said appeal

shall set forth the detailed facts concerning the nature of the grievance, contractual provisions alleged violated and relief sought. The Department Director shall hear the grievance within ten (10) calendar days of receipt and forward a written decision to the employee within ten (10) calendar days following said hearing.

- A. Grievance Appealed to City Manager: If the employee is dissatisfied with the decision of the Department Director, they may, within ten (10) calendar days of the date of the Department Director's decision, request a review by the City Manager. Said appeal shall delineate the areas of agreement and disagreement with the response given at Step 2 and the reasons therefore. The City Manager shall hold a hearing and make such investigation as deemed necessary and shall forward a written decision to the employee within fifteen (15) calendar days, providing the reasons therefore.

The Union shall have the option for Arbitration.

#### **STEP 4 - Grievance Appealed to Arbitration**

Either party to this Agreement may refer unsettled grievances which concern provisions of this Agreement to Arbitration.

- A. A request for Arbitration shall be in writing and shall be submitted to the other party within ten (10) calendar days following the date of the reply made in Step 3. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.
- B. An Arbitrator may be selected by mutual agreement of the parties. In the event the parties cannot agree on the selection of an Arbitrator within ten (10) calendar days, a joint request shall be made to the Public Employment Relations Commission (PERC) for a list of nine (9) arbitrators. Selection shall be made by alternate striking with moving party striking first.
- C. The Arbitrator shall be limited to determining whether the City or the Union has violated, erroneously interpreted, or failed to apply properly the terms and conditions of this Agreement. The Arbitrator shall have no power to destroy, change, delete from, add to or alter the terms of this Agreement.
- D. The Arbitration Hearing shall be convened within thirty (30) calendar days after the selection process is completed. PERC rules and procedures shall govern the hearing.
- E. The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.

- F. The Arbitrator shall have no power to make punitive recommendations, but may make the grievant whole. They shall remain strictly within the four corners of the Agreement in making their award, and shall consider no matters not covered within.
- G. The cost of the Arbitration shall be borne equally by the parties, including the Arbitrator's fee and expenses, room rental, and cost of record.
- H. Each party shall bear the cost of the preparation of its own case.

**22.05 Grievance Against the Union:** Any grievance which the City's management may have against the Union shall be reduced to writing and submitted, no later than ten (10) calendar days after having been made reasonably aware of the issue, to the President of the Union local. If the grievance involves the Union President, the City will provide this notice to the Union Staff Representative for investigation. The Union President or the Union Staff Representative shall make an investigation of the relevant facts and shall, within ten (10) calendar days, provide a written decision and the reasons therefore.

#### **ARTICLE 23 - UNION BULLETIN BOARDS**

**23.01** The City agrees to furnish bulletin boards, on which the Union may post notices of general interest and notices of Union meetings. Posted notices shall not contain material that is derogatory in nature. Locations for bulletin boards shall be mutually agreed upon by the City and the Union, and the Union shall be provided a space of not more than two feet by three feet on each board. Location of bulletin boards must meet the City's need to satisfy the posting requirements of such regulatory agencies as EEOC, OSHA, etc.

**23.02** All materials posted shall be in good taste and non-derogatory.

#### **ARTICLE 24 - UNION VISITS**

**24.01** The City shall admit to the City property during working hours any authorized representative or representatives of the Union for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in adjusting grievances. This privilege shall be so exercised that no time is lost unnecessarily to the City. Such Union representative(s) shall make arrangements for such visits with the City Manager or their designated representative before entering the City premises.

#### **ARTICLE 25 - STEWARDS AND OFFICERS**

**25.01** Selection and Certification:

- A. No more than one (1) employee in each location may be designated by the Union as a Union Steward unless mutually agreed by the Union and the City.

- B. Every Steward shall be recognized as a representative of the Union.
- C. The names of the Stewards and Officers shall be certified in writing by the union to the City within ten (10) days after this Agreement is signed and thereafter, within ten (10) days after any change in the designation of the Union Steward or Stewards.

**25.02 Duties of the Stewards and Officers:**

- A. The Steward or one (1) Union Officer, as requested by an aggrieved employee, may engage in the adjustment of grievances with City representatives on City time within the regularly scheduled work hours of the Steward or Officer.
- B. The Steward or Officer shall not leave their job in order to contact other employees regarding Union business without prior permission from the immediate supervisor.
- C. The Steward or Officer has no authority to give orders regarding work assignments to any employee or to take strike action interrupting the City's business. The City shall have authority to impose disciplinary action in the event a Steward or Officer acts without authority in this regard.
- D. The Steward or Officer shall be permitted to leave their job in order to investigate and adjust grievances as soon as a replacement can be obtained for them or permission is approved from the immediate supervisor.

**ARTICLE 26 - SAFETY AND HEALTH**

**26.01** The Union and the City shall establish Departmental Safety Committees which shall review accident reports, safety procedures and policies. The Committee shall hold regular meetings and minutes of the meeting shall be provided each party.

**ARTICLE 27 - GROUP LIFE INSURANCE**

**27.01** The City agrees to pay the premium for term life insurance for each covered employee in the face amount of fifty thousand dollars (\$50,000).

**ARTICLE 28 - HEALTH CARE INSURANCE**

**28.01** The City agrees to provide acceptable major medical, dental and vision insurance coverage for employees and dependents.

**28.02** It is agreed that either party may re-open contract negotiations on medical insurance only, in 2016 or 2017 related to the Affordable Care Act, any changes in plans offered by AWC, or catastrophic premium increases. Both parties agree to work with the Employee's Advisory Committee to identify, analyze, and recommend affordable health care options for further

negotiations. The intent is to come to an agreement on a plan that includes cost containment features and reasonable benefit options. During this period of review the following provisions shall remain in effect:

**Traditional Health Insurance Plan**

For the term of this Agreement, the City shall pay 88% of the composite rate premium for medical, dental, and vision insurance coverage of Association of Washington Cities (AWC) Regence HealthFirst or, at the employee's option AWC Group Health \$10 Copay Plan, Washington Delta Dental plan, and Vision Service (VSP) Plan Option I-\$10 deductible. The employee will pay 12% of the composite rate premium.

**High Deductible Health Plan**

*For calendar year 2015, 2016 and 2017:* the City shall offer the AWC Regence High Deductible Health Plan or at the employee's option, AWC Group Health High Deductible Health Plan. For employees opting for either HDHP plan, the City shall pay 95% of the tiered rate premium for medical, dental, and vision insurance coverage. The employee will pay 5% of the tiered rate premium. Further, the City shall contribute the following to the employee's Health Savings Account:

Employee Only Coverage:	\$ 750.00
Family Coverage:	\$1,500.00

**28.03** For regular part-time employees, the City shall pay up to a proportionate amount equal to the employee's percentage of regularly scheduled hours on a weekly basis compared to 40 hours.

For example: An employee working 20 hours per week would receive 50% of the healthcare contribution from the City as calculated in 29.02.

It is further agreed that in order to provide part-time employees with a proportionate benefit at the discounted composite rate, all part-time employees shall be required to select medical, dental, and vision coverage for each dependent they elect to enroll in the City's healthcare plan.

Grandfathered Part-time Employees: Current part-time employees, hired on or before December 31, 2014, will be transitioned to a grandfathered formula for cost sharing premium rates effective January 1, 2015, unless the employee elects to transition to the regular cost-sharing formula as outlined in the first paragraph of Article 28.03. Current part-time employees will remain under this grandfather clause until they have accepted a full-time position or have resigned their position. New part-time employees hired after January 1, 2015, will be subject to the prorated formula based on FTE for cost sharing rates as outlined in the first paragraph of Article 28.03.

**28.04** An employee's advisory committee shall be maintained to work with City Administration with regards to the City's insurance program and shall meet at a minimum twice annually and



more frequently as identified by either committee members or the City. At that time the following would be discussed:

- A. The revenue and expenditure for the Health Insurance Fund. The committee shall work with the City and the brokers in reviewing the past year and forecasting increases/decreases in composite figures for the following year.
- B. Any information regarding changes in the health industry that may be available by the brokers.
- C. Discuss possible educational programs to be offered to employees about health options (such as emergency room use).
- D. Discuss changes in benefits as requested by the City or any of the recognized employees groups, but shall not have any power to change or alter plan benefits.

#### **ARTICLE 29 - UNIFORMS AND EQUIPMENT**

**29.01** In instances when an employee covered by this Agreement is required by the City to wear a uniform in the performance of their duties, the City shall provide the employee with no fewer than five (5) uniforms per week. The City shall further provide for the cleaning of said uniforms, unless other arrangements are determined to be mutually acceptable.

**29.02** The City shall pay 100%, up to a maximum of \$150 annually for the purchase of steel-toed safety shoes/boots for each employee required to wear them in accordance with the Department of Labor and Industries Regulations. Eligible employees shall be determined by the appropriate Department Safety Committee. If the employee does not use their boot allowance in a calendar year, \$150.00 will be rolled over to the next calendar year for a maximum total of \$300 to be used to purchase new safety shoes/boots. Upon purchase, the remaining balance shall not be allowed to rollover to the subsequent year.

**29.03** Mechanics who are required to provide their own tools shall be eligible for a tool allowance in the amount of \$600.00 per person per calendar year. Such tool allowance shall be for the purpose of replacing broken, worn out or stolen tools or to purchase additional tools as appropriate. The tool allowance shall be paid to the employees in these classifications, no later than the last working day of February. Such tool allowance shall be administered and authorized by the Employer. If the Employer determines employees in these classifications are no longer required to use their personal tools, the tool allowance will be discontinued and this section will become null and void. Prior to discontinuing the tool allowance, the Employer will provide two (2) weeks' notice to employees in the affected classifications.

## **ARTICLE 30 - ADJUSTMENTS FOR WORKER'S COMPENSATION**

**30.01** For a period of absence from work due to an occupational injury or illness resulting from City employment, the employee shall file an industrial insurance claim in accordance with State law.

**30.02** Regular employees who are injured on the job and file for worker's compensation may use accumulated sick leave, vacation, or compensatory time while the claim is in process to supplement their State mandated time loss payment. Time loss payments are calculated using a state formula and may not equal 100% of lost wages. The employee's total compensation including worker's compensation insurance may not exceed the compensation the employee would have received in regular compensation. An employee who chooses to supplement their time loss payments must use accrued leave in a continuous block and may not use intermittent leave in order to extend pay and/or benefits.

Employee's Leave Buy-Back Requirement: If the employee's claim is accepted by Labor and Industries and the employee has chosen to use accumulated leave, the employee must "buy back" all the leave that the time loss check will afford. The number of leave hours to be reinstated and returned to the employee is determined by dividing the amount of the employee's time loss check by the employee's current regular hourly rate of pay. That calculation will be reflected in the employee's next regular pay check which will reduce the regular payroll check by the same amount of the time loss check. Hours shall be bought back with sick leave first, vacation next and compensatory time last.

Injured employees shall continue to accrue vacation and sick leave as long as they are on paid status with the City (excluding time loss).

**30.03** Should an employee apply for time loss compensation and the claim is then or later denied, accumulated sick leave, vacation leave and/or compensatory leave may be used for the absence.

**30.04** Should a current City employee file an industrial insurance (or a military injury or illness claim) from a previous employer, there is no provision for sick leave buy back. If the employee receives time loss compensation from a previous employer or the military, they may not receive more than 100% of their regular monthly salary. The City shall be notified of any time loss compensation.

**30.05** Should a current City employee file an industrial insurance claim from another employer, there is no provision for sick leave buy back. If the employee receives time loss compensation from another employer, they may not receive more than 100% of their regular monthly salary. The City shall be notified of any time loss compensation.

## **ARTICLE 31 - DISCIPLINE**

**31.01** Use of this Article shall not reflect unfavorably on the employee, the supervisor(s), the Department Director(s) or the general management of the City. Retaliatory or discriminatory action against an employee for using this Article or discrimination in the application of this Article shall constitute a violation of City policy. A basic principle shall be that discipline, other than termination, should be corrective in nature, rather than punitive and discipline shall be for just cause.

**31.02** Just Causes for Disciplinary Action: Causes for disciplinary action against an employee shall include, but shall not be limited to, the following:

- A. Fraud or dishonesty in securing appointment.
- B. Incompetence, inefficiency or neglect of duty.
- C. Insubordination (unwilling to submit to authority), willful disobedience.
- D. Dishonesty.
- E. Being under the influence of or consuming any alcoholic beverage while on duty.
- F. Unlawfully possessing, selling, using or being under the influence of any drug (except as authorized by a physician), while on duty.
- G. Unauthorized leave of absence, continued tardiness, abuse of sick leave, or other patterned absenteeism.
- H. Conviction of a felony or conviction of a misdemeanor involving integrity.
- I. Discourteous behavior or treatment of the public or other employees that violates City or department conduct standards.
- J. Unlawful use of City resources for political activity.
- K. Misuse, abuse, of City property, time, equipment, or supplies, or appropriation of such for personal use.
- L. Violation of any City or Departmental rules and regulations.
- M. Unlawful workplace harassment.
- N. Possession of firearms or other weapons while on duty.

- O. Off-duty employment that negatively affects the City and/or performance of the employee while in City service.
- P. Solicitation or acceptance of gifts or gratuity for performing duties associated with City service.
- Q. Engagement in any off-duty activity which may later be subject to review, inspection, or enforcement by that employee in the exercise of their City duties.
- R. Smoking in City owned facility, automobile, or common area.
- S. Unauthorized disclosure of personal customer, personnel, and/or proprietary information.
- T. Falsification of employment application for initial appointment or for promotional opportunity.
- U. Unauthorized use of a City credit card.
- V. And all such other just causes as reflected in applicable statutory case law and/or arbitration case law.

### **31.03 Authority to Take Disciplinary Action**

The City Manager, any Department Director or supervisor may initiate disciplinary action against an employee.

Immediate supervisors and division manager/supervisors may initiate disciplinary action at the levels of counseling, oral reprimands, or written reprimands. Such discipline may be grieved in writing to the department director within ten (10) calendar days of counseling or disciplinary action being taken. The grievance shall state the reason why the employee believes the discipline was unwarranted or unfair. The department director may meet with the employee, and the supervisor or manager imposing discipline, before making a decision on the grievance. The decision of the department director is final and not grievable to a higher level.

In addition to initiating disciplinary action at the levels of counseling, oral reprimands, or written reprimands, department directors may initiate disciplinary actions at the level of suspension, demotion or termination. The department director shall make a recommendation of discipline at this level to the City Manager that sets forth the reasons for the discipline and the reasons for the recommended sanction. A copy of the department director's recommendation, as well as any investigation file or other documents created in connection with the recommendation, shall be served on the employee. The City Manager shall meet with the employee and his/her union representative (if applicable) before making a final decision on the recommendation. Unless the employee may grieve the decision pursuant to a collective bargaining agreement, or appeal the

decision to a Civil Service Commission, the decision of the City Manager is final and not grievable to a higher level.

#### **31.04** Notice of Disciplinary Action - Service and Content

Prior to disciplinary action being taken, the manager initiating the action shall notify the employee in writing of the nature of the allegations and that disciplinary action is contemplated for any disciplinary action/recommendation above a written reprimand, (i.e., suspensions or greater). The employee shall meet with the supervisor or manager initiating the action, provide any information which they may consider appropriate and have the right to representation. *Loudermill* hearings/meetings should be conducted by the supervisor proposing discipline.

Disciplinary action shall be valid only if a written notice is served on the employee and filed with the City Manager as soon as reasonably possible, but not more than ten (10) calendar days after the date of said action. This notice shall be provided to the employee and shall include:

- A. A written report of the nature of the disciplinary action.
- B. The effective date of the disciplinary action.
- C. A written report of the cause therefore citing the policy or procedure violated.
- D. A written report in common and concise language of the acts or conducts upon which the disciplinary action is based.
- E. Said notice shall include conditions or future actions to be taken.
- F. Allegations shall be confidential unless the employee through their own action allows them to become public information.
- G. The written notice shall also include an advisory of the appeal rights notification to the employee, if applicable.

#### **31.05** Disciplinary Actions

Disciplinary actions, if implemented, may include any or all of the following:

##### Verbal Counseling

With the exception of offenses requiring more stringent action, the supervisor will discuss behavior and performance problems with the employee on an informal basis. Such discussions will be temporarily documented in the supervisor's file, but not in the employee's personnel file.

### Oral Reprimand

This is a formal disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Oral Reprimands are placed in the employee's personnel file. The oral reprimand may include the nature of the infraction, what the employee needs to do to correct the conduct or improve performance, and what further disciplinary action may follow if the incident happens again or improvement does not occur.

### Written Reprimand

This is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands are placed in the employee's personnel file. The written reprimand may include the nature of the infraction, what the employee needs to do to correct the conduct or improve performance, and what further disciplinary action may follow if the incident happens again or improvement does not occur.

### Suspension

A temporary, unpaid absence from duty may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action that is made part of the employee's permanent personnel record. During an unpaid suspension, vacation and sick leave will not accrue unless approved by the City Manager. An employee suspended from City service as a result of disciplinary action, forfeits all rights, privileges, and compensation during the suspension, except for the employee's health plan, retirement plan, disability plan (if applicable), and life insurance plan. Suspension also suspends seniority for step increases for the affected number of days and delays the performance appraisal date.

### Demotion

A disciplinary demotion results in an employee's change in status to a lower pay step in the same classification or to a position in a different classification with less responsible duties, lower qualifications, and a lower maximum rate of pay. No employee is demoted to a classification for which the employee does not possess the minimum qualifications.

### Discharge

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

## **ARTICLE 32 - SEPARABILITY**

**32.01** It is agreed that none of the provisions included in this Agreement or its supplements may be interpreted in any manner which would conflict with any State or Federal statutes. If any provision in this Agreement or its supplements shall be held invalid due to the Federal or State statutes, the remainder of this Agreement shall not be affected.

If any portion of this Agreement is excised or modified by and of the above cited actions, the parties shall immediately enter into negotiations for replacement language.

### **ARTICLE 33 - NO STRIKE, NO LOCKOUT**

**33.01** There shall be no strikes, picketing, interruption of, or interference with work by the Union or its members, no lockout by the City during the period of this Agreement; provided, however, that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the City's opinion, to permit continuation of its operations. This provision shall in no way abridge or restrict those rights reserved to the City by this Agreement. Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the City shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, shall respond to the City's request in writing.

Upon receiving notice of a strike, slowdown, boycott or other interruption of work which it has not authorized, the Union shall take all reasonable steps to terminate such activity and induce the employees concerned to return to work. In the event employees participate in a strike, slowdown, picketing, boycott or other interruption of work, the only issue for arbitration shall be whether the employee(s) engaged or participated in such forbidden activity. If the facts introduced at the arbitration hearing reasonably establish such participation, the disciplinary action shall be held.

### **ARTICLE 34 - COMPLETE AGREEMENT**

**34.01** The Agreement herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to, or not settled, during the course of these negotiations.

### **ARTICLE 35 - LAYOFFS AND FURLoughS**

**35.01** The City Manager shall be the sole determiner of when layoffs and/or furloughs are necessary.

**35.02** In the event of a reduction in work force due to layoffs, the City shall notify in writing both the affected employees and the Union at least ten (10) working days in advance of the effective date. Such notification shall include the names and classifications scheduled for layoff.

**35.03** Within each classification, layoffs shall be made according to seniority (see Article 6 for definition of seniority). In case of equal seniority, the City Manager shall make a decision on the basis of qualifications and performance.

**35.04** Employees designated to be laid off shall be eligible for transfer, promotion, or demotion into any open position in any other classification for which they meet the minimum qualifications. The City shall make every reasonable effort to accomplish layoffs through attrition and transfers.

**35.05** Employees are eligible for recall from layoff for eighteen (18) months and no benefits shall accrue during such term of layoff. Employees shall be recalled in inverse order of layoff by job classification and the City shall not hire from the open market while employees on the reinstatement list are eligible for re-employment.

Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave. Employees shall not have vacation time or sick leave reinstated where the employee has been compensated for said time by the Employer as a result of the layoff. If the employee being recalled has successfully completed his/her trial service period prior to layoff, no trial service period will be required upon recall.

**35.06** Any notice of an offer of re-employment shall be sent by certified mail, return receipt requested, or by email if requested by the individual, to the last address of record. It is the employee's responsibility to keep the City advised of their whereabouts.

**35.07** Employees on layoff who have been offered re-employment and who have failed to acknowledge availability for work within forty-eight (48) hours after receipt of notice, or who have failed to report to work within fourteen (14) consecutive calendar days after reporting availability, shall be removed from the reinstatement list and forfeit all re-employment rights.

**35.08** In the event of furloughs, the following parameters will apply:

- A. Furlough Day – Any day in which an employee is placed in a temporary status without duties and without pay due to financial emergency necessitating budget reductions.
- B. Adjusted Service Date – An employee's service date shall not be changed due to unpaid furlough days.
- C. Probationary Periods – Furlough days will not be considered as a reason to extend a standard probationary period.
- D. Medical, Dental, Vision Benefits – Medical, dental, vision and any other insured benefits will be unaffected by furlough days.
- E. Vacation and Sick Leave Accruals – Vacation and sick leave accruals will not be affected by furlough days.



**35.09** In the event that Furloughs are determined to be necessary by the City Manager, the City shall notify in writing both the affected employees and the union at least thirty (30) days in advance of the effective date, the number of furlough days to be imposed. During the thirty (30) days, the Union may provide input regarding the best time to implement the furlough days. After input, the ultimate decision remains with the City Manager or his/her designee.

## **ARTICLE 36 - SALARIES**

**36.01** Employees covered by this Agreement shall receive a salary as shown in Appendix A. The salary settlement for the term of this agreement is as follows:

1/1/2015	2% adjustment
1/1/2016	2.5% adjustment
1/1/2017	2.5% adjustment

For the purposes of bargaining we will reference the June-June West Coast Cities B/C CPI-W with 0% as the minimum. This reference does not intend to set a rate for this contract cycle.

The City will contribute a 3% matching of the employee's base pay (excluding overtime, etc.) to deferred compensation. (Employee must contribute 3% of their base pay to obtain the matching contribution.)

**36.02** Payroll and Paydays Payday for all employees shall be by the 3<sup>rd</sup> work day of each month following the month for which salaries and wages are earned. Payroll statements shall contain all pay elements and deductions itemized by subject and amount.

An employee may also request a salary draw to be disbursed on the 15<sup>th</sup> day of each month, or the closest regular workday to the 15<sup>th</sup>. The amount of said draw shall not exceed one-half of the employee's regular monthly take-home salary, excluding such elements as overtime, holiday pay, and other non-recurring entitlements. The draw amount shall be deducted from the employee's monthly payroll of wages and salaries earned.

## **ARTICLE 37 - LICENSES, CERTIFICATIONS, AND EDUCATION**

**37.01** Special Licenses and Certifications: Employees required by the City to obtain and maintain a valid license or certification as reflected in the employee's class specification shall receive training at City expense.

Employees required by the State of Washington and the City to maintain specific certifications as a condition of their employment shall be offered training selected by the City and at City expense, sufficient for the employee to earn at least the minimum number of CEU's required to maintain their state certification for the position the employee holds for the City. Training course selection

by the City is non-grievable. The number of CEU's eligible for the training declined by the employee shall be counted for employer compliance with this subsection.

“At City expense” as used herein means that the employee shall be paid for the time spent in a seminar, class or other City selected training where CEU's are earned. The cost of registration and required materials, and the actual cost of transportation (if outside the Walla Walla area) shall be paid for by the City. No overtime shall be claimed unless mandated by the FLSA or State law. Travel time to and from an employer offered training will be considered compensable time.

When a City required certification or license requires passing a test by the employee and the employee fails to pass the test, the employee will be responsible for the subsequent testing costs associated with the failed certification or license testing. First failed test City pays 50% of costs to retest; second or more failed test, employee pays 100% of the cost of the retest. Hours involved in retesting are treated per Fair Labor Standards Act.

**37.02 Commercial Driver's Licenses:**

- A. For positions requiring a CDL, possession of it is required of all new hires (including previous temporary employees) prior to the hire date or by a date designated in the hire letter. All costs associated with obtaining a CDL will be borne by the employee.
- B. The City will pay all licensing, renewal, and training costs relative to maintaining CDL's for existing full-time employees whose position requires it.
- C. When an employee is promoted or successfully competes for and obtains a position requiring the possession of a CDL, the employee will be responsible for paying all costs of obtaining their CDL. Upon successfully obtaining the CDL, the employee will be reimbursed by the City for their costs.
- D. If the employee leaves City service within 12 months of obtaining their CDL and receiving reimbursement, the employee may be required to reimburse all or part of the cost for obtaining the CDL. Reimbursement will be based on length of service. For example, the cost of obtaining the CDL will be divided by 12 (months). If an employee leaves after 7 months of acquiring their CDL, they will be responsible for reimbursing the City for the remaining five months of the cost.
- E. The employee will be responsible for all licensing, training, or physician's costs should the employee allow a CDL to expire and or fail to keep the Medical Examiner's Certificate current.

**37.03 Education Reimbursement Program:** In order for a regular employee to be eligible for reimbursement of tuition, registration and book costs of approved courses taken on an employee's own time, an employee shall complete the "Prior Approval for Tuition/Course Reimbursement" (PM-16) form and submit it during the budgeting process. The funds must be available from within the department's budget and the employee, before registering, shall have received the approval of the Department Director and the City Manager.

Employees shall keep in mind that due to budgeting restraints, the City is under no obligation to approve all employee requests. Funds allocated to departments' budgets shall be divided amongst those employees making the request in a fair and equitable manner.

Courses taken at any accredited college, university, high school, business or technical school, or courses given by an accredited correspondence school shall be approved when they are:

- A. Related to the employee's present position in the City.
- B. Related to the employee's potential development with the City.
- C. Part of a program leading to a degree related to the employee's present position or potential for development.

Further, an employee shall apply for a reimbursement of required fees pursuant to the following:

- A. The employee shall submit a copy of all receipts.
- A. The employee shall complete and pass the course with a grade of "B" or better or in the case of a pass/fail course achieve a passing grade to receive full reimbursement. If the employee completes and passes the course with a grade of "C," they shall receive 50% reimbursement of approved costs.
- B. If the City reimburses for books, then the City shall retain the books for a Departmental Library which is established for employee's use.
- D. If the employee wants to keep the books, then the City shall not reimburse the employee for that cost.
- E. It is also understood that no service fees shall be paid by the City if the employee pays by installment plan or uses a credit card.

In the event an employee receives assistance under Federal or State government legislation or other student aid programs for education charges for an approved course, only the difference, if


any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.

**ARTICLE 38 - TERM OF THE AGREEMENT**

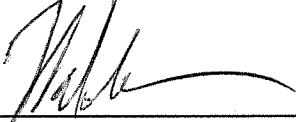
**38.01** This Agreement shall become effective January 1, 2015, and shall remain in effect until December 31, 2017. The Agreement shall remain in full force and effect during negotiations. If however, no agreement is reached with respect to all such proposed modifications and/or other proposals that may be presented for negotiations, after the date on which the Agreement otherwise would have expired, either party thereafter may terminate the Agreement seven (7) days after written notice is delivered to the other party.

**38.02** Upon termination of the Agreement, all rights, duties, and obligations hereunder including, but not limited to, seniority rights, rights to file grievances and demand arbitration and to participate in benefit plans, likewise shall terminate.

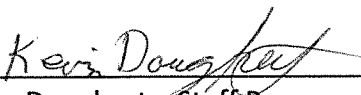
For the 1191-W Union

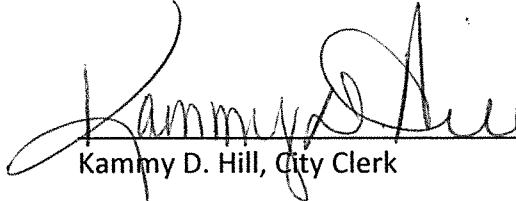
  
\_\_\_\_\_  
Kyle Clemens, President

For the City of Walla Walla

  
\_\_\_\_\_  
Nabil Shawa, City Manager

Attest:

  
\_\_\_\_\_  
Kevin Dougherty, Staff Representative

  
\_\_\_\_\_  
Kammy D. Hill, City Clerk

## GLOSSARY

The following terms, whenever used in this Agreement, shall be defined as follows:

Accrued Vacation Leave: The hours/shifts that an employee would have earned from their anniversary date to a particular month and that has not yet been added in their records.

Accumulated Vacation Leave: The hours/shifts that an employee has in their records and is added on a monthly basis.

Anniversary Date: The date which signifies the completion of each year of service by an employee in a regular position and the date from which vacation, sick leave and longevity shall be computed.

Certification of Healthcare Provider: Written documentation from a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; podiatrist, dentists, clinical psychologist, optometrist, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law; nurse practitioners, physicians assistant, nurse-midwives and clinical social workers who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States, who is licensed to practice in accordance with the laws and regulations of that country. (The above definition of a healthcare provider is per the Family and Medical Leave Act of 1993 Public Law 103-3 Enacted February 5, 1993, CFR 29 CFR 825.800 – Definitions; with the addition of physician's assistant position noted above through contract agreement).

City Department: A major functional subdivision of City Government reporting and accountable to the City Manager.

Class Title: A name designated to a position arranged within a particular level of rank that indicates specific duties and responsibilities.

Compensation: The salary, wage, and all other forms of valuable consideration earned by or paid to any employee in remuneration for services in any position.

Compensatory Time: Time earned for overtime worked.

Date of Hire: An employee's most recent date of employment.

Demotion: The reassignment of an employee from a position in one classification to a position in another classification which has a lower pay range.

Departmental Rules and Regulations: Rules and regulations promulgated by the Department Director and approved by the City Manager, designed to the specific types of activities and department operations.

Discharge: A disciplinary termination.

Disciplinary Action: An action taken against an employee for just cause.

Division: A major unit of a department within the municipal organization.

Division Manager/Supervisor: An employee who administers a major unit within a Department who is directly responsible to a Department Director.

Emergency: As it relates to City operations, an unforeseen circumstance beyond the control of the municipality that either: (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Employee or Incumbent: A person legally occupying a position in the City service, and includes but is not limited to any of the following:

A. Regular Employee: A person employed working at least (40) hours week, in a budgeted position who has successfully completed their trial service period.

B. Trial Service Employee:

New Employee: An employee working in a six (6) month test period in which they are required to demonstrate their fitness to perform the duties of the position to which they are appointed before becoming a regular employee as provided in this labor agreement.

Promoted Employee: A regular employee working in a six (6) month test period in which they are required to demonstrate their fitness to perform the duties of the position to which they have been promoted. Such an employee may revert back to their previously held position should they fail to complete the trial service period.

C. Part-time Employee: A person employed in a regularly budgeted class or position to which a regular employee may be appointed, and whose normal work schedule is less than 40 hours a week.

Part-time employees shall be paid at the rate of the hourly equivalent of the range and step at which they are appointed. Benefits shall be provided to such employees on a prorated basis.

D. Temporary Employee: Any person appointed to a temporary position or temporarily appointed to a regular position. Temporary position means an authorized position budgeted or established for a designated period of time or on an hourly, daily, weekly, seasonal, or call-in-basis not to exceed six (6) consecutive months of continuous hours worked.

Family Medical Leave Act (FMLA): A law enacted on February 5, 1993, which entitles qualified employees to up to 12 weeks of unpaid leave year per for the birth, adoption or placement for foster care of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition. FMLA is automatically started when the employer becomes aware of the qualified event.

Grade: The distance between the minimum and maximum pay within a given position classification.

Grievance: An alleged wrong or dispute, considered by an employee or group of employees, as grounds for complaint pertaining to employment conditions covered by this Agreement or its application, meaning or interpretation.

Immediate Family Member: The parent, parent-in-law, child, spouse, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, and equivalent step relatives.

Layoff: The separation of a regular employee from the City Service without fault or delinquencies on their part; by reason of lack of work or funds; or by reorganization, resulting in the placement of their name on a layoff list.

Layoff (Reinstatement) List: An eligibility list of names of persons arranged in order by seniority, who have had regular employment, and who have been separated from City Service.

Leave Without Pay: Leave without pay (LWOP) is a short-term, temporary non-pay status and absence from duty which may be granted at the employee's request. Even though the employee will not be paid during their LWOP absence, it should not assume that LWOP will be approved in all cases. Just like other types of leave, LWOP must be requested in advance, whenever possible, so that adequate arrangements can be made for completion of the employees work while out on LWOP. The permissive nature of LWOP distinguishes it from absence without leave (AWOL), an

unauthorized absence which is considered a serious conduct matter and can lead to disciplinary action.

Maternity/Paternity Leave: Leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant.

Position: The official rank or status held by a particular employee with a descriptive title, within a given classification.

Position or Job Description: A complete and detailed statement pertaining to the duties and responsibilities of a specific class within a given class of employees. Such details shall include a description of specific responsibilities, essential functions, and other relevant factors inherent in the class such as decision making responsibilities, level of supervision received and exercised, working conditions, and equipment operated.

Promotion: The reassignment of an employee from a position in one classification to a position in another classification having a higher pay range.

Reclassification: The change of an employee from one classification to another classification resulting from a study of the duties of the position.

Reprimand: An oral or written notice to an employee informing them of an action or course of conduct on their part which is cause for disciplinary action.

Resignation: A voluntary termination from City service.

Retirement: When an employee meets the requirements of their respective retirement system and is officially retired from an authorized position.

Seniority: Priority of an employee based on the length of the employee's continuous service since the most recent date of hire with the City.

Shall and May: As used in this collective bargaining agreement, shall and may have the following meanings. SHALL is mandatory and MAY is permissive.

Standby: A period of off-duty time during which an employee shall be assigned by a supervisor to be available to work if and when summoned by a pager signal, and must respond within fifteen (15) minutes.

Suspension: The temporary separation of an employee from their position with or without loss of pay for reasons of pending disciplinary action, for disciplinary reasons, or for just cause and for a definite period specified in writing.



Temporary Personnel: Individuals performing duties for the Employer under a local, State, or Federally funded worker-training program. These individuals work for a designated period of time not to exceed six (6) consecutive months. These individuals are not compensated by the City, are not considered employees, and are not covered by the terms and conditions of the collective bargaining agreement. Such individuals shall in no way replace or supplant a bargaining unit position or employee.

Termination: The separation of an employee from City Service.

Training-Education-Development: The training and educational programs as established or budgeted by the Department Managers or City Manager for personnel in the City Service.

Transfer: The change of an employee from a position in one classification to a position in another classification, or to a different position or location, in the same classification having the same pay range.

Trial Service Period: The six (6) consecutive month period of time designated as a test period, during which time an employee is required to demonstrate their ability and capacity to perform the duties of the position or classification to which they have been assigned.

Union Representative: Union Officer, Shop Steward and/or Council 2 Staff Representative.

Volunteer Personnel: Individuals who are not employed in any capacity by the City with no promise, expectation, or receipt of compensation for the services rendered. These individuals are not considered employees and are not covered by the terms and conditions of the collective bargaining agreement. Such individuals shall in no way replace or supplant a bargaining unit position or employee.

Work Day: An employee's scheduled daily hours of employment.

Y-Rated: The act of "freezing" the salary of an employee when the employee moves to a new range and is currently paid above that range's maximum. The salary is frozen without any increases (including cost of living adjustments or annual "step" adjustments) for as long as it takes the employee's new salary range to catch up to the employee's current pay level.

APPENDIX A – JOB CLASSIFICATIONS & SALARY SCHEDULES

**2016 1191-W AFSCME Salary Schedule  
(2.5% Adjustment)**

**FULL TIME REGULAR**

<u>Position</u>	<u>Grade</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Library Associate	53	2589	2717	2854	2995	3145	3303
Water Meter Reader	66	2948	3096	3251	3413	3584	3764
Grounds Maintenance Worker I	67	2979	3128	3284	3448	3620	3801
Landfill Attendant	70	3069	3222	3383	3553	3730	3916
Account Clerk I	71	3099	3254	3416	3588	3768	3955
Street Maintenance Worker	71	3099	3254	3416	3588	3768	3955
Account Clerk II	73	3161	3320	3486	3660	3844	4035
Cemetery Clerk	73	3161	3320	3486	3660	3844	4035
Emergency Medical Clerk	73	3161	3320	3486	3660	3844	4035
Emergency Services Dispatcher	73	3161	3320	3486	3660	3844	4035
Library Technician	73	3161	3320	3486	3660	3844	4035
Police Records-Support Clerk	73	3161	3320	3486	3660	3844	4035
Secretary	73	3161	3320	3486	3660	3844	4035
Parking Enforcement Officer	74	3193	3353	3520	3696	3882	4075
Watershed Attendant	74	3193	3353	3520	3696	3882	4075
Animal Control Officer	75	3225	3387	3556	3733	3921	4116
Water Maintenance Worker	75	3225	3387	3556	3733	3921	4116
Refuse Collector I	76	3257	3419	3592	3771	3960	4157
Waste/Stormwater Maintenance Operator	76	3257	3419	3592	3771	3960	4157
GIS Specialist	78	3323	3489	3663	3847	4039	4241
Grounds Maintenance Worker II	78	3323	3489	3663	3847	4039	4241
Irrigation/Pool Technician	78	3323	3489	3663	3847	4039	4241
Senior Water Maintenance Worker	79	3356	3523	3700	3885	4080	4283
Water Treatment Operator I	79	3356	3523	3700	3885	4080	4283
Compost Attendant	82	3457	3631	3813	4004	4203	4413
Medical Coding/Compliance Specialist	83	3493	3667	3851	4043	4246	4458
Equipment Mechanic I	84	3527	3703	3889	4084	4287	4501
Facility Maintenance Specialist	84	3527	3703	3889	4084	4287	4501
Hazardous Waste Attendant	84	3527	3703	3889	4084	4287	4501
Heavy Equipment Operator	84	3527	3703	3889	4084	4287	4501
Refuse Collector II	84	3527	3703	3889	4084	4287	4501
Signs/Markings Specialist	84	3527	3703	3889	4084	4287	4501
Water Treatment Operator II w/ Lab	87	3635	3816	4007	4207	4418	4638
Equipment Mechanic II	89	3707	3892	4088	4291	4507	4732
Facility Maintenance Technician	89	3707	3892	4088	4291	4507	4732
Permit Tech	89	3707	3892	4088	4291	4507	4732
GIS Analyst	91	3781	3971	4170	4378	4596	4827
Code Enforcement Officer	93	3857	4050	4253	4466	4689	4923
Signal/Street Light Technician	93	3857	4050	4253	4466	4689	4923
Street Division Lead	93	3857	4050	4253	4466	4689	4923
Building Inspector	98	4055	4257	4471	4693	4927	5174
Engineering Technician/Inspector	99	4095	4300	4515	4741	4977	5226
Public Services Specialist	102	4219	4430	4651	4884	5128	5384
Engineering Associate	105	4347	4564	4793	5032	5284	5547
Planner	105	4347	4564	4793	5032	5284	5547

**PART-TIME REGULAR**

**(Hourly Rate)**

Aviary Assistant	10	<del>8.93</del>	<del>9.38</del>	9.49	9.96	10.47	10.98
Library Shelver	10	<del>8.93</del>	<del>9.38</del>	9.49	9.96	10.47	10.99
Aviary Caretaker	15	11.87	12.46	13.08	13.74	14.43	15.16

\* 2015 Minimum wage is \$9.47/hour step A-B is not applicable for the Aviary Assistant or the Library Shelver

**APPENDIX A  
2015 1191-W AFSCME Salary Schedule (2.0% Adjustment)**

**FULL TIME REGULAR**

<b>Position</b>	<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Library Associate	53	2526	2651	2784	2922	3068	3222
Water Meter Reader	66	2876	3020	3172	3330	3497	3672
Grounds Maintenance Worker I	67	2906	3052	3204	3364	3532	3708
Landfill Attendant	70	2994	3143	3300	3466	3639	3820
Account Clerk I	71	3023	3175	3333	3500	3676	3859
Street Maintenance Worker	71	3023	3175	3333	3500	3676	3859
Account Clerk II	73	3084	3239	3401	3571	3750	3937
Cemetery Clerk	73	3084	3239	3401	3571	3750	3937
Emergency Medical Clerk	73	3084	3239	3401	3571	3750	3937
Emergency Services Dispatcher	73	3084	3239	3401	3571	3750	3937
Library Technician	73	3084	3239	3401	3571	3750	3937
Police Records-Support Clerk	73	3084	3239	3401	3571	3750	3937
Secretary	73	3084	3239	3401	3571	3750	3937
Parking Enforcement Officer	74	3115	3271	3434	3606	3787	3976
Watershed Attendant	74	3115	3271	3434	3606	3787	3976
Animal Control Officer	75	3146	3304	3469	3642	3825	4016
Water Maintenance Worker	75	3146	3304	3469	3642	3825	4016
Refuse Collector I	76	3178	3336	3504	3679	3863	4056
Waste/Stormwater Maintenance Operator	76	3178	3336	3504	3679	3863	4056
GIS Specialist	78	3242	3404	3574	3753	3940	4138
Grounds Maintenance Worker II	78	3242	3404	3574	3753	3940	4138
Irrigation/Pool Technician	78	3242	3404	3574	3753	3940	4138
Senior Water Maintenance Worker	79	3274	3437	3610	3790	3980	4179
Water Treatment Operator I	79	3274	3437	3610	3790	3980	4179
Compost Attendant	82	3373	3542	3720	3906	4100	4305
Medical Coding/Compliance Specialist	83	3408	3578	3757	3944	4142	4349
Equipment Mechanic I	84	3441	3613	3794	3984	4182	4391
Facility Maintenance Specialist	84	3441	3613	3794	3984	4182	4391
Hazardous Waste Attendant	84	3441	3613	3794	3984	4182	4391
Heavy Equipment Operator	84	3441	3613	3794	3984	4182	4391
Refuse Collector II	84	3441	3613	3794	3984	4182	4391
Signs/Markings Specialist	84	3441	3613	3794	3984	4182	4391
Water Treatment Operator II w/ Lab	87	3546	3723	3909	4104	4310	4525
Equipment Mechanic II	89	3617	3797	3988	4186	4397	4617
Facility Maintenance Technician	89	3617	3797	3988	4186	4397	4617
Permit Tech	89	3617	3797	3988	4186	4397	4617
GIS Analyst	91	3689	3874	4068	4271	4484	4709
Code Enforcement Officer	93	3763	3951	4149	4357	4575	4803
Signal/Street Light Technican	93	3763	3951	4149	4357	4575	4803
Street Division Lead	93	3763	3951	4149	4357	4575	4803
Building Inspector	98	3956	4153	4362	4579	4807	5048
Engineering Technician/Inspector	99	3995	4195	4405	4625	4856	5099
Public Services Specialist	102	4116	4322	4538	4765	5003	5253
Engineering Associate	105	4241	4453	4676	4909	5155	5412
Planner	105	4241	4453	4676	4909	5155	5412

**PART-TIME REGULAR**

**(Hourly Rate)**

Aviary Assistant	10	8.93	9.38	9.49	9.96	10.47	10.98
Library Shelver	10	8.93	9.38	9.49	9.96	10.47	10.99
Aviary Caretaker	15	11.87	12.46	13.08	13.74	14.43	15.16

\* Minimum wage is \$9.47/hour step A-B is not applicable for the Aviary Assistant or the Library Shelver

**2017 1191-W AFSCME Salary Schedule  
(2.5% Adjustment)  
FULL TIME REGULAR**

<u>Position</u>	<u>Grade</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Library Associate	53	2654	2785	2925	3070	3224	3386
Water Meter Reader	66	3022	3173	3332	3498	3674	3858
Grounds Maintenance Worker I	67	3053	3206	3366	3534	3711	3896
Landfill Attendant	70	3146	3303	3468	3642	3823	4014
Account Clerk I	71	3176	3335	3501	3678	3862	4054
Street Maintenance Worker	71	3176	3335	3501	3678	3862	4054
Account Clerk II	73	3240	3403	3573	3752	3940	4136
Cemetery Clerk	73	3240	3403	3573	3752	3940	4136
Emergency Medical Clerk	73	3240	3403	3573	3752	3940	4136
Emergency Services Dispatcher	73	3240	3403	3573	3752	3940	4136
Library Technician	73	3240	3403	3573	3752	3940	4136
Police Records-Support Clerk	73	3240	3403	3573	3752	3940	4136
Secretary	73	3240	3403	3573	3752	3940	4136
Parking Enforcement Officer	74	3273	3437	3608	3788	3979	4177
Watershed Attendant	74	3273	3437	3608	3788	3979	4177
Animal Control Officer	75	3306	3472	3645	3826	4019	4219
Water Maintenance Worker	75	3306	3472	3645	3826	4019	4219
Refuse Collector I	76	3338	3504	3682	3865	4059	4261
Waste/Stormwater Maintenance Operator	76	3338	3504	3682	3865	4059	4261
GIS Specialist	78	3406	3576	3755	3943	4140	4347
Grounds Maintenance Worker II	78	3406	3576	3755	3943	4140	4347
Irrigation/Pool Technician	78	3406	3576	3755	3943	4140	4347
Senior Water Maintenance Worker	79	3440	3611	3793	3982	4182	4390
Water Treatment Operator I	79	3440	3611	3793	3982	4182	4390
Compost Attendant	82	3543	3722	3908	4104	4308	4523
Medical Coding/Compliance Specialist	83	3580	3759	3947	4144	4352	4569
Equipment Mechanic I	84	3615	3796	3986	4186	4394	4614
Facility Maintenance Specialist	84	3615	3796	3986	4186	4394	4614
Hazardous Waste Attendant	84	3615	3796	3986	4186	4394	4614
Heavy Equipment Operator	84	3615	3796	3986	4186	4394	4614
Refuse Collector II	84	3615	3796	3986	4186	4394	4614
Signs/Markings Specialist	84	3615	3796	3986	4186	4394	4614
Water Treatment Operator II w/ Lab	87	3726	3911	4107	4312	4528	4754
Equipment Mechanic II	89	3800	3989	4190	4398	4620	4850
Facility Maintenance Technician	89	3800	3989	4190	4398	4620	4850
Permit Tech	89	3800	3989	4190	4398	4620	4850
GIS Analyst	91	3876	4070	4274	4487	4711	4948
Code Enforcement Officer	93	3953	4151	4359	4578	4806	5046
Signal/Street Light Technican	93	3953	4151	4359	4578	4806	5046
Street Division Lead	93	3953	4151	4359	4578	4806	5046
Building Inspector	98	4156	4363	4583	4810	5050	5303
Engineering Technician/Inspector	99	4197	4408	4628	4860	5101	5357
Public Services Specialist	102	4324	4541	4767	5006	5256	5519
Engineering Associate	105	4456	4678	4913	5158	5416	5686
Planner	105	4456	4678	4913	5158	5416	5686

**PART-TIME REGULAR  
(Hourly Rate)**

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