



**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, 2024, through December 31, 2026**

## Table of Contents

Article 1 - PREAMBLE .....	1
Article 2 - RECOGNITION.....	1
Article 3 - UNION SECURITY .....	2
Article 4 - CHECKOFF.....	3
Article 5 - MANAGEMENT RIGHTS .....	3
Article 6 - SENIORITY.....	3
Article 7 - TRANSFERS, PROMOTIONS AND DEMOTIONS.....	4
Article 8 - LONGEVITY .....	5
Article 9 - DISCRIMINATION .....	6
Article 10 - NEW EMPLOYEES.....	6
Article 11 - PHYSICAL EXAMINATION.....	7
Article 12 - CLASSIFICATIONS AND RECLASSIFICATIONS .....	8
Article 13 - BEREAVEMENT LEAVE .....	9
Article 14 - CALL BACK AND STAND-BY .....	9
Article 15 - HOURS OF WORK AND OVERTIME.....	12
Article 16 - RELIEF PERIODS .....	18
Article 17 - HOLIDAYS.....	18
Article 18 - VACATION.....	20
Article 19 - SICK LEAVE.....	21
Article 20 - JURY DUTY .....	23
Article 21 - LEAVE OF ABSENCE.....	23
Article 22 - GRIEVANCE PROCEDURES .....	24
Article 23 - UNION BULLETIN BOARDS.....	28
Article 24 - UNION VISITS.....	28
Article 25 - STEWARDS AND OFFICERS .....	28
Article 26 - SAFETY AND HEALTH .....	29
Article 27 - GROUP LIFE INSURANCE.....	29
Article 28 - HEALTH CARE INSURANCE.....	29
Article 29 - UNIFORMS AND EQUIPMENT.....	31
Article 30 - ADJUSTMENTS FOR WORKER'S COMPENSATION .....	31
Article 31 - DISCIPLINE .....	32
Article 32 - severability .....	36
Article 33 - NO STRIKE, NO LOCKOUT .....	37
Article 34 - COMPLETE AGREEMENT .....	37
Article 35 - LAYOFFS and FURLOUGHS.....	37
Article 36 - SALARIES.....	39
Article 37 - LICENSES, CERTIFICATIONS, AND EDUCATION.....	39
Article 38 - TERM OF THE AGREEMENT .....	42
GLOSSARY.....	43
Appendix A .....	48
Appendix B .....	54
Appendix C .....	63

**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, 2024, through December 31, 2026**

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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, 2024.

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**

The City recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause at Article 2.01.

The City shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the City shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The City shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The City shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within 10 days of the employee executing the document. The City shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, home address, hire date in current bargaining unit, job classification.

The City shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the City shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the City that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall defend and indemnify the City and save the City harmless from any and all claims against the City arising out of administration of this article so long as the City complies with this article.

#### **Electronic Authorizations are Valid**

An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.

#### **ARTICLE 4 - CHECKOFF**

**4.01** The City agrees to deduct monthly uniform Union dues and assessments, certified to be current by the Union, 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 as a regular full-time or part-time employee, 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. Instead of a six (6) month trial service period, employees promoted to dispatcher shall serve a twelve (12) month 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 may apply for any other available positions.
- 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. If the position has been filled, the promoted employee may be laid off or may apply for any other available positions.

**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. Longevity shall be determined by continuous employment. Continuous employment shall be recognized as a period of employment without a break in service. All credit toward longevity shall terminate upon the employee's termination from City service, except for vacation accrual if an employee is rehired within one (1) year of separation.

#### **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, physical, sensory or mental disability, except where said factors conflict with bona fide occupational qualifications or any other basis protected by law.

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

**10.01** Trial service shall be six (6) months in duration, except dispatchers, 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. The trial service period for dispatchers shall be twelve (12) months in duration. 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. Shall be evaluated by their immediate supervisor during trial service to help the employee gain regular status;
- D. Shall, upon completing their trial service period satisfactorily to the City, be entered on the seniority list as of their date of original hire;
- E. Notice of regular appointment following successful completion of trial service period will be provided to the employee;
- F. 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.

**11.04** Operational policies and procedures are outlined in Appendix B for the City of Walla Walla Non-Federal Drug & Alcohol Policy and Appendix C for the City of Walla Walla Drug and Alcohol Policy for use with DOT regulated employees.

**11.05 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.

**11.06 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.

**11.07 Drug Abuse Education Program:** The employer will utilize all available resources to educate employees as to the dangers of drug abuse.

**11.08 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.

## **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 one (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 Department. Depending on budget considerations and staff availability, the City intends to conduct a compensation review with a third-party consultant on a five (5) year cycle. The Human Resources Department 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 Resources Department 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 Department. The Human Resources Director shall apprise the City Manager of classification audit requests made to the Human Resources Department. The Human Resources Department 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 Department 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, parent, parent-in-law, child, brother, sister, brother-in-law, sister-in-law, 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.

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

**14.01**        Call Back: Employees may be called back to work for "emergency" work projects and are expected to come in to work as soon as possible. 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 Call Back premium at one and one-half (1½) times their hourly rate of base pay plus all FLSA defined premiums. Employees who have not left work and are asked to stay are not eligible for Call Back premium.

Employees Called Back to work before the beginning of their regularly scheduled shift shall receive Call Back premium at one and one-half (1½) times their hourly rate of base pay plus all FLSA defined premiums for all hours worked prior to their regularly scheduled shift. Hours worked during the employee’s regularly scheduled shift will be paid at straight time. If the City and Employee agree, the employee may choose to leave work once they have worked up to their regularly scheduled shift hours for the day when adding their Call Back and regular worked hours. Employees choosing to complete their regular shift hours could receive overtime for hours over 40 in a week.

Employees must enter the actual time of the Call Back worked on their time sheet. Any Call Back worked prior to a regularly scheduled 40-hour week will be Call Back and overtime pay may be included. Any Call Back worked **before** the employee’s last day of their regular work schedule will include overtime hours for hours worked over 40. If Call Back is worked **after** the final shift hours worked on the last day of an employee’s regular work schedule, it will not result in overtime. See the examples below:

Regular schedule 8/5’s, Monday - Friday

**Example A**

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
<b>Call Back</b>		2					
<b>Reg Hrs</b>		8	8	8	8	8	
<b>OT</b>						2	

**Example B**

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
<b>Call Back</b>					2		
<b>Reg Hrs</b>		8	8	8	8	8	
<b>OT</b>						2	

**Example C**

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
<b>Call Back</b>						*2	
<b>Reg Hrs</b>		8	8	8	8	6	
<b>OT</b>						2	

\*Hours worked 4 a.m. to 6 a.m.; before the regularly scheduled day of 8 a.m. – 5 p.m.

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
D Call Back						**2	
Reg Hrs		8	8	8	8	8	
OT							

\*\*Call Back hours worked after the end of the regularly scheduled 8 a.m. to 5 p.m. shift.

**Call In:** Call Back may be considered "Call In" when an employee is asked to change their work schedule to back-fill for another employee who has called in sick. If an employee is notified at least four (4) hours prior to a change in work schedule, they will not be eligible for Call Back premium. If an employee is called less than four (4) hours prior to being called in, they will receive Call Back premium at one and one-half (1½) times their hourly rate of base pay plus all FLSA defined premiums for all hours worked prior to their regularly scheduled shift. 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 pay plus all FLSA defined premiums only for such time as occurs before their regular shift. Examples are outlined below:

- i. If an employee is called at 6 a.m. and asked to come in early at 8 a.m., instead of their regularly scheduled shift at 10 a.m., this is 2 hours of call back.
- ii. If an employee is called at 6 a.m. and asked to come in early at 7 a.m., instead of their regularly scheduled shift at 10 a.m., this is 3 hours of call back.
- iii. If an employee is called back into work at least 4 hours before their regularly scheduled shift, this is considered a change in schedule and the employee is not eligible for Call Back premium.

**WESCOM Dispatcher Hold-over:** Dispatchers required to continue working over their regularly scheduled shift shall be paid one and one-half (1½) times their hourly rate of base pay plus all FLSA defined premiums for hours worked beyond their regularly scheduled shift due to the mandatory hold-over called by the on-coming Dispatcher calling in sick or an emergency situation as designated by the Public Safety Communications Manager.

The Animal Control Officer shall receive a minimum of one (1) hour at time and one-half (1 ½) times their hourly rate of base pay plus all FLSA defined premiums, when called after hours via phone by the Police Sergeant or Lead Officer on duty, but are not required to come back to work, to evaluate and provide guidance on animal control incidents. Additional work performed on a different incident during the one-hour window will be deemed already compensated. Work performed on additional incident(s) outside the initial one-hour window shall receive a minimum of one (1) hour at time and one-half (1 ½) times their hourly rate of base pay plus all FLSA defined premiums.

**Snow Removal:** When necessary, snow removal shifts will be two 12-hour shifts split into days and nights. Night shift premium will be paid for all hours on the night shift. Unless four (4) hours' notice is provided on shift changes, the call back language will apply. Employees may not work back-to-back 12-hour shifts and rest periods between shifts must consist of a minimum ten (10) consecutive hours.

**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 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. Employees must refrain from using intoxicating substances of any type while on Stand-by.

Employee's assigned stand-by status shall be paid \$350.00 for each consecutive seven (7) day period or \$50.00 per assigned day 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 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, Wellness Committee, or other approved City-sponsored committee meeting, 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 15.10.

**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 14.01, 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 hours worked 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. 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 forty (40) hours at any one time. Compensatory hours in excess of forty (40) hours will be automatically cashed out in the next pay period.
- 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 15.10 for employees on alternative work schedules.

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: 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, the employee shall receive a five percent (5%) premium for Detail Assignments that are up to ten (10) pay ranges higher than their current range. Employees assigned to Detail Assignments eleven (11) or more pay ranges



higher than their current range shall receive a ten percent (10%) premium. Detail Assignment premiums are applied to the employee's base hourly salary. Detail Assignment premiums may not exceed the maximum of the established pay grade of the higher classification.

**Out-of-Position Pay:** 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 worked. 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 workweek 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. Overtime: During the 4/10 schedule, and 5/8 schedules as necessary, overtime shall be paid for all work in excess of forty (40) hours per week except in certain holiday weeks as set forth below. 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 15.04 shall apply.

When employees are assigned snowplowing, salting, softball tournaments, burials, designated emergencies, or special community events in workweeks in which a recognized holiday occurs per Article 17.01, the holiday hours and any vacation, comp or floating holidays taken pursuant to Article 17.04 to complete their scheduled holiday will be treated as hours worked for purposes of calculating overtime. Examples of special community events may include, but are not limited to, setting up for parades or bike races. Assignments that qualify as "special community events" will be designated by the Director, or designee, as such at the time of assignment.

The 8-hours of a recognized holiday pay and 2-hours of vacation, comp or floating holidays taken to complete the 10-hour scheduled holiday shall be treated as hours worked in any workweek in which the employee is assigned snowplowing, salting or a special community event.

Sanitation Operators who work extra hours on shifts to catch up on collections during a week in which there was a Holiday that they did not work, shall receive overtime for the extra hours over 40/week worked during the Holiday week (holiday hours will be counted toward overtime hours). Sanitation Operators who are required to work commercial routes on the Holiday, will receive the holiday pay as outlined in Article 17 Holidays (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).

- 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 an 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 worked 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	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Fourth of July	

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 eleven (11) 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 workday immediately before or the workday 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 workday 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 who are scheduled to work and fail to report for work on a paid holiday or on the regularly scheduled workday immediately following the holiday, shall not be paid for the holiday unless the absence is for a reason satisfactory to the Department Director.

**17.07** 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.

**17.08** 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 18.02, 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 31<sup>st</sup>, 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 to 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 cashout 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.

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

**19.01** Sick leave can be carried over to the following year up 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. Part-time employees will accrue on a prorated basis. In no event will employees accrue less than one hour for every forty hours worked.

**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, and as otherwise provided by law. 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 in accordance with City policy as follows:

- i) The employee's own illness, injury, or health condition; to accommodate the need for medical diagnosis, care, or treatment of a health condition; or preventive medical care.
- ii) The employee's care for a family member with illness, injury, or health condition; care for family member who needs medical diagnosis, care, or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent, and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian, or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.

- iii) An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- iv) Absences covered by the Domestic Violence/Sexual Assault/Stalking leave policy.

**19.04** Continuance of sick leave pay during absence from duty is contingent upon the employee or someone on their behalf notifying their immediate supervisor of reason for absence within one (1) hour of the start of their regular work shift on their first day off duty. If the immediate supervisor, or their 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** When 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.

**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 more than three (3) consecutive workdays. Verification of sick leave taken under the domestic violence law will be in accordance with City policy.

**19.09** This does not apply to sick leave that is subject to the Family and Medical Leave Act.

**19.10** 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.

**19.11** 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.

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. Employees must submit their reimbursement amounts received for jury duty.

**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. Employees must submit their reimbursement amounts received for jury duty.

**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 to 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, unless they have applied for and been approved for Paid Family Medical Leave (PFML).
- 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 Director.

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.
- E. The City will administer a Union Leave Bank for use on approved leaves as described in Section B. The Union Leave Bank will be stocked with hours voluntarily donated from each bargaining unit members' vacation bank or accrued comp time at the beginning of each year. To be eligible to donate vacation hours, an employee must have taken at least one (1) weeks' vacation in the previous year. No employee may donate more than forty (40) hours to the Union bank in a calendar year.

The Union President or designee shall have the sole authority in authorizing the use of approved Union Leave. Union Leave Bank hours will be transferred on an hour for hour basis. Union Leave must be scheduled with prior approval of the supervisor.

**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 workplace 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 below. 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 be in good taste and 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.

#### **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 five (5) employees may be designated by the Union as Union Stewards, and no more than nine (9) employees may be designated by the Union as Officers, 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, including accidental death and dismemberment, 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, 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 90% of the composite rate premium for medical, dental, and vision insurance coverage of Association of Washington Cities (AWC) Regence HealthFirst 250 or, at the employee's option AWC Kaiser 200, Washington Delta

Dental plan, and Vision Service (VSP) Plan Option I-\$10 deductible. The employee will pay 10% of the composite rate premium.

**High Deductible Health Plan**

The City shall offer the AWC Regence High Deductible Health Plan or at the employee's option, AWC Kaiser 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 28.02.

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 \$250 annually, for the purchase of protective footwear (safety-toed shoes/boots) for each employee required to wear them in accordance with the United States Department of Labor and Industries Regulations (OSHA) regulations. Eligible employees shall be determined by the job hazard assessment and as approved by the Department/Division Supervisor. If the employee does not use their boot allowance in a calendar year, the employee may roll-over up to a maximum of \$125.00 to the next calendar year for a maximum total of \$375.00 to be used to purchase new safety shoes/boots.

**29.03** Mechanics who are required to provide their own tools shall be eligible for a tool allowance in the amount of \$1,200.00 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.

**30.06** Time loss payments are not reportable compensation to the Department of Retirement System's pension plans.

## **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. At the request of the employee, if there is no recurrence of the event(s) prompting discipline, the record of an oral reprimand may be requested to be removed from the employee's personnel file after a one (1) year period.

#### 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. At the request of the employee, if there is no recurrence of the event(s) prompting discipline, the record of a written reprimand may be requested to be removed from the employee's personnel file after a one (1) year period.

#### 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 - SEVERABILITY**

**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 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:

1/1/2024	4.25% adjustment
1/1/2025	3% adjustment
1/1/2026	2.75% 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 3.5% matching of the employee’s base pay (excluding overtime, etc.) to deferred compensation. (Employee must contribute 3.5% of their base pay to obtain the matching contribution.)

Payroll and Paydays Payday for all employees shall be monthly, the third (3<sup>rd</sup>) working day after the last working day of the month which salaries and wages are earned. Payroll statements shall contain all pay elements and deductions itemized by subject and amount.

Employees will receive their hourly rate of pay for all straight time hours worked and time and one-half the regular rate of pay for any overtime.

**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 in accordance with the FLSA.

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**      Bilingual Incentive: Employees successfully passing the required language certification examination for bilingual Spanish abilities will receive a three percent (3%) premium pay added to their base pay. Prior to becoming eligible for the pay differential, the Employee must successfully pass a language certification examination selected and administered by the City.

**37.03**      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

- 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.

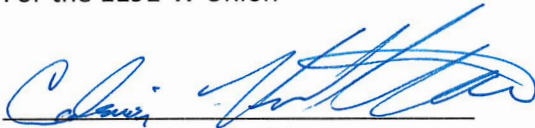
In the event an employee receives assistance under Federal or State government legislation or other student aid programs for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this plan.

**ARTICLE 38 - TERM OF THE AGREEMENT**

**38.01** This Agreement shall become effective January 1, 2024, and shall remain in effect until December 31, 2026. 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



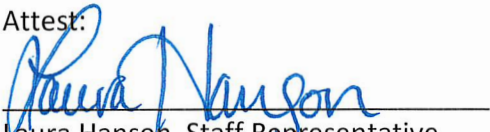
Calvin Hetterley, President

For the City of Walla Walla



Elizabeth Chamberlain, City Manager

Attest:



Laura Hanson, Staff Representative



Lisa Neissl, City Clerk

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.

**37.04**      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.
- B. 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.
- C. 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.

## 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, physician's 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:
  1. 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.
  2. 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 per year 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, domestic partner, 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 cell phone and must respond within thirty (30) 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.

Workday: 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 2024 – JOB CLASSIFICATIONS & SALARY SCHEDULES

REGULAR FULL-TIME (4.25% COLA Effective 1/1/2024)

Position	Grade	Step 1	Step 1 Hrly	Step 2	Step 2 Hrly	Step 3	Step 3 Hrly	Step 4	Step 4 Hrly	Step 5	Step 5 Hrly	Step 6	Step 6 Hrly
Landfill Attendant	70	3897	22.483	4091	23.602	4295	24.779	4512	26.031	4736	27.324	4973	28.691
Account Clerk I	71	3933	22.691	4130	23.827	4337	25.022	4555	26.279	4784	27.601	5022	28.974
Water Meter Reader	73	4013	23.152	4215	24.318	4425	25.529	4647	26.810	4880	28.154	5123	29.556
Administrative Specialist I	74	4054	23.389	4257	24.560	4469	25.783	4693	27.076	4929	28.437	5174	29.851
Admin. Specialist I/Aviary Caretaker	74	4054	23.389	4257	24.560	4469	25.783	4693	27.076	4929	28.437	5174	29.851
Library Technician	74	4054	23.389	4257	24.560	4469	25.783	4693	27.076	4929	28.437	5174	29.851
Parking Enforcement Officer	74	4054	23.389	4257	24.560	4469	25.783	4693	27.076	4929	28.437	5174	29.851
Police Records Technician	74	4054	23.389	4257	24.560	4469	25.783	4693	27.076	4929	28.437	5174	29.851
Accounting Technician	75	4094	23.620	4299	24.802	4515	26.049	4739	27.341	4979	28.726	5226	30.151
Animal Control Officer	75	4094	23.620	4299	24.802	4515	26.049	4739	27.341	4979	28.726	5226	30.151
Crime Victim's Advocate	75	4094	23.620	4299	24.802	4515	26.049	4739	27.341	4979	28.726	5226	30.151
Emergency Services Dispatcher	75	4094	23.620	4299	24.802	4515	26.049	4739	27.341	4979	28.726	5226	30.151
Property & Evidence Technician	75	4094	23.620	4299	24.802	4515	26.049	4739	27.341	4979	28.726	5226	30.151
Grounds Maintenance Worker I	76	4135	23.856	4341	25.045	4560	26.308	4787	27.618	5027	29.002	5278	30.451
Administrative Specialist II	77	4177	24.099	4384	25.293	4605	26.568	4834	27.889	5080	29.308	5330	30.751
Compost Attendant	82	4388	25.316	4610	26.597	4839	27.918	5084	29.331	5336	30.785	5603	32.326
Utility Billing Lead	82	4388	25.316	4610	26.597	4839	27.918	5084	29.331	5336	30.785	5603	32.326
Sanitation Operator	83	4435	25.587	4657	26.868	4889	28.206	5133	29.614	5392	31.108	5659	32.649
Facility Maintenance Specialist	84	4478	25.835	4702	27.127	4938	28.489	5184	29.908	5443	31.403	5716	32.978
Watershed Attendant	84	4478	25.835	4702	27.127	4938	28.489	5184	29.908	5443	31.403	5716	32.978
Medical Coding Specialist	86	4569	26.360	4797	27.676	5037	29.060	5290	30.520	5553	32.037	5831	33.641
GIS Specialist	87	4615	26.626	4843	27.941	5087	29.349	5340	30.808	5610	32.366	5889	33.976
Grounds Maintenance Worker II	87	4615	26.626	4843	27.941	5087	29.349	5340	30.808	5610	32.366	5889	33.976
Irrigation Technician	87	4615	26.626	4843	27.941	5087	29.349	5340	30.808	5610	32.366	5889	33.976
Landfill Equipment Operator	87	4615	26.626	4843	27.941	5087	29.349	5340	30.808	5610	32.366	5889	33.976
MW - Streets/Storm/WW	87	4615	26.626	4843	27.941	5087	29.349	5340	30.808	5610	32.366	5889	33.976
Water Distribution Operator I	87	4615	26.626	4843	27.941	5087	29.349	5340	30.808	5610	32.366	5889	33.976
Facility Maintenance Technician	89	4706	27.151	4941	28.506	5190	29.943	5448	31.431	5723	33.018	6008	34.662
Fleet Technician	89	4706	27.151	4941	28.506	5190	29.943	5448	31.431	5723	33.018	6008	34.662
Permit Tech	89	4706	27.151	4941	28.506	5190	29.943	5448	31.431	5723	33.018	6008	34.662
Water Distribution Operator II	89	4706	27.151	4941	28.506	5190	29.943	5448	31.431	5723	33.018	6008	34.662

**2024 – JOB CLASSIFICATIONS SALARY SCHEDULES - CONT.**

**REGULAR FULL-TIME (4.25% COLA Effective 1/1/2024)**

Position	Grade	Step 1 Hrly	Step 2 Hrly	Step 3 Hrly	Step 4 Hrly	Step 5 Hrly	Step 6 Hrly
Water Service Technician	89	4706	4941	5190	5448	5723	6008
Arborist	91	4801	5043	5294	5559	5836	6128
Cross Connection Specialist	91	4801	5043	5294	5559	5836	6128
Water Treatment Operator I	91	4801	5043	5294	5559	5836	6128
Traffic Technician	92	4852	5092	5346	5615	5895	6188
Code Enforcement Officer	93	4897	5143	5400	5670	5953	6251
Fleet Services Lead	96	5047	5297	5564	5841	6134	6443
GIS Utilities Specialist	96	5047	5297	5564	5841	6134	6443
Grounds MW III - Lead	96	5047	5297	5564	5841	6134	6443
Sanitation Lead	96	5047	5297	5564	5841	6134	6443
Streets Lead	96	5047	5297	5564	5841	6134	6443
Stormwater Lead	96	5047	5297	5564	5841	6134	6443
Wastewater Lead	96	5047	5297	5564	5841	6134	6443
Water Treatment Operator II w/Lab	96	5047	5297	5564	5841	6134	6443
Water Treatment Operator II SCADA	96	5047	5297	5564	5841	6134	6443
Building Inspector	98	5148	5404	5677	5958	6256	6570
Application Specialist - PW	99	5200	5460	5733	6020	6319	6637
Engineering Technician/Inspector	99	5200	5460	5733	6020	6319	6637
Landfill Lead	100	5251	5515	5789	6080	6383	6701
Street Division Lead	100	5251	5515	5789	6080	6383	6701
Traffic Technician Lead	100	5251	5515	5789	6080	6383	6701
Water Distribution Lead Operator	100	5251	5515	5789	6080	6383	6701
Water Treatment Lead	100	5251	5515	5789	6080	6383	6701
Public Services Specialist	102	5358	5624	5905	6200	6510	6838
Engineering Associate	105	5520	5794	6085	6389	6706	7044
Planner	105	5520	5794	6085	6389	6706	7044
Senior Building Inspector	105	5520	5794	6085	6389	6706	7044

**PART-TIME REGULAR - 2024**

*Min. Wage \$16.28/hr effective 1/1/2024.	Step 1 HOURLY	Step 2 HOURLY	Step 3 HOURLY
*Library Shelver	10	16.280	17.094
			17.949

## APPENDIX A 2025 – JOB CLASSIFICATIONS & SALARY SCHEDULES

REGULAR FULL-TIME (3% COLA Effective 1/1/2025)

Position	Grade	Step 1	Step 1 Hrly	Step 2	Step 2 Hrly	Step 3	Step 3 Hrly	Step 4	Step 4 Hrly	Step 5	Step 5 Hrly	Step 6	Step 6 Hrly
Landfill Attendant	70	4014	23.158	4214	24.312	4424	25.524	4647	26.810	4878	28.143	5122	29.551
Account Clerk I	71	4051	23.372	4254	24.543	4467	25.772	4692	27.070	4928	28.431	5173	29.845
Water Meter Reader	73	4133	23.845	4341	25.045	4558	26.297	4786	27.612	5026	28.997	5277	30.445
Administrative Specialist I	74	4176	24.093	4385	25.299	4603	26.556	4834	27.889	5077	29.291	5329	30.745
Admin. Specialist I/Aviary Caretaker	74	4176	24.093	4385	25.299	4603	26.556	4834	27.889	5077	29.291	5329	30.745
Library Technician	74	4176	24.093	4385	25.299	4603	26.556	4834	27.889	5077	29.291	5329	30.745
Parking Enforcement Officer	74	4176	24.093	4385	25.299	4603	26.556	4834	27.889	5077	29.291	5329	30.745
Police Records Technician	74	4176	24.093	4385	25.299	4603	26.556	4834	27.889	5077	29.291	5329	30.745
Accounting Technician	75	4217	24.329	4428	25.547	4650	26.827	4881	28.160	5128	29.585	5383	31.056
Animal Control Officer	75	4217	24.329	4428	25.547	4650	26.827	4881	28.160	5128	29.585	5383	31.056
Crime Victim's Advocate	75	4217	24.329	4428	25.547	4650	26.827	4881	28.160	5128	29.585	5383	31.056
Emergency Services Dispatcher	75	4217	24.329	4428	25.547	4650	26.827	4881	28.160	5128	29.585	5383	31.056
Property & Evidence Technician	75	4217	24.329	4428	25.547	4650	26.827	4881	28.160	5128	29.585	5383	31.056
Grounds Maintenance Worker I	76	4259	24.572	4471	25.795	4697	27.099	4931	28.449	5178	29.874	5436	31.362
Administrative Specialist II	77	4302	24.820	4516	26.054	4743	27.364	4979	28.726	5232	30.185	5490	31.674
Compost Attendant	82	4520	26.077	4748	27.393	4984	28.754	5237	30.214	5496	31.708	5771	33.295
Utility Billing Lead	82	4520	26.077	4748	27.393	4984	28.754	5237	30.214	5496	31.708	5771	33.295
Sanitation Operator	83	4568	26.354	4797	27.676	5036	29.054	5287	30.503	5554	32.043	5829	33.629
Facility Maintenance Specialist	84	4612	26.608	4843	27.941	5086	29.343	5340	30.808	5606	32.343	5887	33.964
Watershed Attendant	84	4612	26.608	4843	27.941	5086	29.343	5340	30.808	5606	32.343	5887	33.964
Medical Coding Specialist	86	4706	27.151	4941	28.506	5188	29.931	5449	31.437	5720	33.001	6006	34.651
GIS Specialist	87	4753	27.422	4988	28.777	5240	30.231	5500	31.731	5778	33.335	6066	34.997
Grounds Maintenance Worker II	87	4753	27.422	4988	28.777	5240	30.231	5500	31.731	5778	33.335	6066	34.997
Irrigation Technician	87	4753	27.422	4988	28.777	5240	30.231	5500	31.731	5778	33.335	6066	34.997
Landfill Equipment Operator	87	4753	27.422	4988	28.777	5240	30.231	5500	31.731	5778	33.335	6066	34.997
MW - Streets/Storm/WW	87	4753	27.422	4988	28.777	5240	30.231	5500	31.731	5778	33.335	6066	34.997
Water Distribution Operator I	87	4753	27.422	4988	28.777	5240	30.231	5500	31.731	5778	33.335	6066	34.997
Facility Maintenance Technician	89	4847	27.964	5089	29.360	5346	30.843	5611	32.372	5895	34.010	6188	35.701
Fleet Technician	89	4847	27.964	5089	29.360	5346	30.843	5611	32.372	5895	34.010	6188	35.701
Permit Tech	89	4847	27.964	5089	29.360	5346	30.843	5611	32.372	5895	34.010	6188	35.701
Water Distribution Operator II	89	4847	27.964	5089	29.360	5346	30.843	5611	32.372	5895	34.010	6188	35.701

**2025 – JOB CLASSIFICATIONS SALARY SCHEDULES - CONT.**

**REGULAR FULL-TIME (3% COLA Effective 1/1/2025)**

Position	Grade	Step 1 Hrly	Step 2 Hrly	Step 3 Hrly	Step 4 Hrly	Step 5 Hrly	Step 6 Hrly
Water Service Technician	89	4847	5089	5346	5611	5895	6188
Arborist	91	4945	5194	5453	5726	6011	6312
Cross Connection Specialist	91	4945	5194	5453	5726	6011	6312
Water Treatment Operator I	91	4945	5194	5453	5726	6011	6312
Traffic Technician	92	4998	5245	5506	5783	6072	6374
Code Enforcement Officer	93	5044	5297	5562	5840	6132	6439
Fleet Services Lead	96	5198	5456	5731	6016	6318	6636
GIS Utilities Specialist	96	5198	5456	5731	6016	6318	6636
Grounds MW III - Lead	96	5198	5456	5731	6016	6318	6636
Sanitation Lead	96	5198	5456	5731	6016	6318	6636
Streets Lead	96	5198	5456	5731	6016	6318	6636
Stormwater Lead	96	5198	5456	5731	6016	6318	6636
Wastewater Lead	96	5198	5456	5731	6016	6318	6636
Water Treatment Operator II w/Lab	96	5198	5456	5731	6016	6318	6636
Water Treatment Operator II SCADA	96	5198	5456	5731	6016	6318	6636
Building Inspector	98	5302	5566	5847	6137	6444	6767
Application Specialist - PW	99	5356	5624	5905	6201	6509	6836
Engineering Technician/Inspector	99	5356	5624	5905	6201	6509	6836
Landfill Lead	100	5409	5680	5963	6262	6574	6902
Street Division Lead	100	5409	5680	5963	6262	6574	6902
Traffic Technician Lead	100	5409	5680	5963	6262	6574	6902
Water Distribution Lead Operator	100	5409	5680	5963	6262	6574	6902
Water Treatment Lead	100	5409	5680	5963	6262	6574	6902
Public Services Specialist	102	5519	5793	6082	6386	6705	7043
Engineering Associate	105	5686	5968	6268	6581	6907	7255
Planner	105	5686	5968	6268	6581	6907	7255
Senior Building Inspector	105	5686	5968	6268	6581	6907	7255

**PART-TIME REGULAR - 2024. SALARIES FOR 2025 TBD.**

*Min. Wage \$16.28/hr effective 1/1/2024.	Step 1 HOURLY	Step 2 HOURLY	Step 3 HOURLY
*Library Shelver	10	16.280	17.094

# APPENDIX A

## 2026 – JOB CLASSIFICATIONS & SALARY SCHEDULES

REGULAR FULL-TIME (2.75% COLA Effective 1/1/2026)

Position	Grade	Step 1 Hrly	Step 2 Hrly	Step 3 Hrly	Step 4 Hrly	Step 5 Hrly	Step 6 Hrly				
Landfill Attendant	70	4124	23.793	4546	26.227	4775	27.549	5012	28.916	5263	30.364
Account Clerk I	71	4162	24.012	4590	26.481	4821	27.814	5064	29.216	5315	30.664
Water Meter Reader	73	4247	24.502	4683	27.018	4918	28.374	5164	29.793	5422	31.281
Administrative Specialist I	74	4291	24.756	4730	27.289	4967	28.656	5217	30.099	5476	31.593
Admin. Specialist I/Aviary Caretaker	74	4291	24.756	4730	27.289	4967	28.656	5217	30.099	5476	31.593
Library Technician	74	4291	24.756	4730	27.289	4967	28.656	5217	30.099	5476	31.593
Parking Enforcement Officer	74	4291	24.756	4730	27.289	4967	28.656	5217	30.099	5476	31.593
Police Records Technician	74	4291	24.756	4730	27.289	4967	28.656	5217	30.099	5476	31.593
Accounting Technician	75	4333	24.999	4778	27.566	5015	28.933	5269	30.399	5531	31.910
Animal Control Officer	75	4333	24.999	4778	27.566	5015	28.933	5269	30.399	5531	31.910
Crime Victim's Advocate	75	4333	24.999	4778	27.566	5015	28.933	5269	30.399	5531	31.910
Emergency Services Dispatcher	75	4333	24.999	4778	27.566	5015	28.933	5269	30.399	5531	31.910
Property & Evidence Technician	75	4333	24.999	4778	27.566	5015	28.933	5269	30.399	5531	31.910
Grounds Maintenance Worker I	76	4376	25.247	4826	27.843	5067	29.233	5320	30.693	5585	32.222
Administrative Specialist II	77	4420	25.500	4873	28.114	5116	29.516	5376	31.016	5641	32.545
Compost Attendant	82	4644	26.793	5121	29.545	5381	31.045	5647	32.579	5930	34.212
Utility Billing Lead	82	4644	26.793	5121	29.545	5381	31.045	5647	32.579	5930	34.212
Sanitation Operator	83	4694	27.081	5174	29.851	5432	31.339	5707	32.926	5989	34.553
Facility Maintenance Specialist	84	4739	27.341	5226	30.151	5487	31.656	5760	33.231	6049	34.899
Watershed Attendant	84	4739	27.341	5226	30.151	5487	31.656	5760	33.231	6049	34.899
Medical Coding Specialist	86	4835	27.895	5331	30.756	5599	32.303	5877	33.906	6171	35.603
GIS Specialist	87	4884	28.177	5384	31.062	5651	32.603	5937	34.253	6233	35.960
Grounds Maintenance Worker II	87	4884	28.177	5384	31.062	5651	32.603	5937	34.253	6233	35.960
Irrigation Technician	87	4884	28.177	5384	31.062	5651	32.603	5937	34.253	6233	35.960
Landfill Equipment Operator	87	4884	28.177	5384	31.062	5651	32.603	5937	34.253	6233	35.960
MW - Streets/Storm/WW	87	4884	28.177	5384	31.062	5651	32.603	5937	34.253	6233	35.960
Water Distribution Operator I	87	4884	28.177	5384	31.062	5651	32.603	5937	34.253	6233	35.960
Facility Maintenance Technician	89	4980	28.731	5493	31.691	5765	33.260	6057	34.945	6358	36.681
Fleet Technician	89	4980	28.731	5493	31.691	5765	33.260	6057	34.945	6358	36.681
Permit Tech	89	4980	28.731	5493	31.691	5765	33.260	6057	34.945	6358	36.681
Water Distribution Operator II	89	4980	28.731	5493	31.691	5765	33.260	6057	34.945	6358	36.681

**2026 – JOB CLASSIFICATIONS SALARY SCHEDULES - CONT.**

**REGULAR FULL-TIME (2.75% COLA Effective 1/1/2026)**

Position	Grade	Step 1	Step 1	Step 2	Step 2	Step 3	Step 3	Step 4	Step 4	Step 5	Step 5	Step 6	Step 6
		Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly	Hrly
Water Service Technician	89	4980	28.731	5229	30.168	5493	31.691	5765	33.260	6057	34.945	6358	36.681
Arborist	91	5081	29.314	5337	30.791	5603	32.326	5883	33.941	6176	35.631	6486	37.420
Cross Connection Specialist	91	5081	29.314	5337	30.791	5603	32.326	5883	33.941	6176	35.631	6486	37.420
Water Treatment Operator I	91	5081	29.314	5337	30.791	5603	32.326	5883	33.941	6176	35.631	6486	37.420
Traffic Technician	92	5135	29.626	5389	31.091	5657	32.637	5942	34.281	6239	35.995	6549	37.783
Code Enforcement Officer	93	5183	29.902	5443	31.403	5715	32.972	6001	34.622	6301	36.353	6616	38.170
Fleet Services Lead	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
GIS Utilities Specialist	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Grounds MW III - Lead	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Sanitation Lead	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Streets Lead	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Stormwater Lead	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Wastewater Lead	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Water Treatment Operator II w/Lab	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Water Treatment Operator II SCADA	96	5341	30.814	5606	32.343	5889	33.976	6181	35.660	6492	37.455	6818	39.335
Building Inspector	98	5448	31.431	5719	32.995	6008	34.662	6306	36.381	6621	38.199	6953	40.114
Application Specialist - PW	99	5503	31.749	5779	33.341	6067	35.003	6372	36.762	6688	38.585	7024	40.524
Engineering Technician/Inspector	99	5503	31.749	5779	33.341	6067	35.003	6372	36.762	6688	38.585	7024	40.524
Landfill Lead	100	5558	32.066	5836	33.670	6127	35.349	6434	37.120	6755	38.972	7092	40.916
Street Division Lead	100	5558	32.066	5836	33.670	6127	35.349	6434	37.120	6755	38.972	7092	40.916
Traffic Technician Lead	100	5558	32.066	5836	33.670	6127	35.349	6434	37.120	6755	38.972	7092	40.916
Water Distribution Lead Operator	100	5558	32.066	5836	33.670	6127	35.349	6434	37.120	6755	38.972	7092	40.916
Water Treatment Lead	100	5558	32.066	5836	33.670	6127	35.349	6434	37.120	6755	38.972	7092	40.916
Public Services Specialist	102	5671	32.718	5952	34.339	6249	36.053	6562	37.858	6889	39.745	7237	41.753
Engineering Associate	105	5842	33.704	6132	35.378	6440	37.155	6762	39.012	7097	40.945	7455	43.010
Planner	105	5842	33.704	6132	35.378	6440	37.155	6762	39.012	7097	40.945	7455	43.010
Senior Building Inspector	105	5842	33.704	6132	35.378	6440	37.155	6762	39.012	7097	40.945	7455	43.010

**PART-TIME REGULAR - 2024. SALARIES FOR 2026 TBD.**

* Min. Wage \$16.28/hr effective 1/1/2024.	Step 1	HOURLY	Step 2	HOURLY	Step 3	HOURLY
*Library Shelver	10	16.280	17.094			17.949

## Appendix B

# City Non-DOT Drug Testing Policy

### A. **Controlled Substances:**

1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol in the workplace is prohibited.
  - a. (including marijuana and other drugs included in Schedule I or II of the federal Controlled Substances Act) or drug paraphernalia;
  - b. the unauthorized use or distribution of prescription drugs;
  - c. the use of any legally obtained drug (prescriptions or over-the-counter medications) when such use may adversely affect an employee's job performance, their safety or the safety of others, or any combination thereof.
2. Reporting to work under the influence of a controlled substance or alcohol is prohibited. An employee will be deemed under the influence of a drug if the employee tests positive following a test conducted in accordance with this policy or when the employee acknowledges impairment.
3. The Drug Free Workplace Act of 1988 requires employees, 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. Employees convicted of workplace drug-related crimes may be subject to discipline up to and including termination.

**B. 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 medical use of marijuana that causes drug or drug metabolites to be present in the body above minimum thresholds established by federal law constitutes prohibited conduct regardless of whether the marijuana was used under the guidance of a medical practitioner and regardless of whether the medical practitioner advised that such use will not adversely affect the employee's ability to safely and effectively perform job duties. 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.

1. **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.



2. **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.
3. **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.
4. **Drug Abuse Education Program:** The employer will utilize all available resources to educate employees as to the dangers of drug abuse.
5. **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.

**C. 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, to all employees. The purpose of this Policy is to support the drug free work place.

**Application:** This Article applies to all employees. 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 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. 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.

**D. 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.

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

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

**“Refuse to submit (to an alcohol or controlled substances test)”** means that a covered employee fails to show up for any test (except pre-employment test) as directed by this Article and/or the Federal DOT regulations. Fails to remain at the testing site until the testing process is complete; provided that an applicant who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test. The testing process commences once the applicant has been provided the specimen collection cup. 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.

**E. 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. Marijuana testing will be Delta 9 testing standards to indicate active impairment.

**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.

**F. 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.

**G. Testing:**

1. **Pre-Employment Drug Testing:** Employees in safety sensitive positions will be tested for controlled substances unless the applicant participated in a DOT testing program within the past 30 days and:
  - a. Has passed a DOT controlled substance test within the past six (6) months;  
or
  - b. Was subject to DOT random controlled substance testing program for the previous 12 months; and
  - c. Has not violated any prohibitions of 49 CFR Part 382 within the past six (6) months.
  
2. **Employee Testing and Reasonable Suspicion Testing:** No employee shall be tested for drug abuse or alcohol misuse unless there is reasonable suspicion that the employee to be tested is under the influence of illegal drugs or alcohol. Reasonable suspicion is based on specific, contemporaneous, articulable facts, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee. Reasonable suspicion exists when a trained supervisor observes unusual employee behavior, appearance, body odor, and/or speech that causes the supervisor to question the employee's fitness for duty. Random or mass testing is prohibited. Employees shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy 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 applicable 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. When reasonable suspicion exists, the affected employee will be 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 Supervisor must document in writing who is to be tested and why the testing was ordered.

Verification: A reasonable suspicion request will be documented in writing with a copy provided to the affected employee.

- a. **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.

- b. **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.
- c. 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.

- 3. **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.

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

- H. **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 as follows; 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.

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

- A. Discipline and Rehabilitation:** An employee will be subject to appropriate disciplinary action up to and including termination from employment if:
- a. the employee tests positive for a drug or drugs;
  - b. results from an alcohol test indicate a blood alcohol level of 0.04 or greater; and/or,
  - c. 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, as long as to not delay the testing process.

- B. 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 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. 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.
  - i. An extension of the ninety (90) day period may be granted by the City.
  - ii. The employee must submit a written extension request prior to the end of the initial (90) day period.
  - iii. The request should include the reason for the extension and the amount of time needed based on the SAP recommendations.
  - iv. An employee must use all available accumulated leave during the ninety (90) day period.
  - v. The employee will not be eligible for participation in the Shared Leave Program.
  - vi. 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.
  - vii. 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.
- J. 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.
- K. **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.
- L. **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.
- a. 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.
  - b. 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.
  - c. 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.



# APPENDIX C

## CITY OF WALLA WALLA Drug and Alcohol Policy

### For use with DOT regulated employees

Federal regulations require that employers conduct alcohol and controlled substances testing of drivers who operate commercial motor vehicles, mechanics, and supervisors with a commercial driver's license who fill in. For the purpose of this policy, the employee will be referred to as "driver" and the employer will be referred to as "Employer." This policy provides guidelines for circumstances under which the Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Transportation (DOT) mandated testing must be conducted. Of course, all the details of every possible situation cannot be anticipated, so the Employer reserves the right to determine the appropriate application of this policy and general employment policies to any particular case.

Employees covered by this policy have been provided a copy of these FMCSA/DOT provisions and by signature verify that they have read and understand the policy. **Drivers should note that in addition to the required DOT regulations, they are also subject to the Employer's drug and alcohol policy and all other policies and procedures applicable to all employees.**

The Employer expects all drivers to work drug- and alcohol-free at all times. If you have any questions about this policy, contact *Julissa Virrey Soto, Human Resources Specialist, 509-524-4320 or the Human Resources Department at 509-527-4475.*

The following conditions and activities are expressly prohibited:

The manufacture, sale, use or possession of alcohol, any controlled or illegal substance (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on Employer premises or property, or during work time, or while representing the Employer in any work-related fashion.

Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance. For purposes of this policy, having any detectable level of an illegal or controlled drug, or alcohol with an alcohol concentration of .02 or greater, in one's system while covered by this policy will be considered to be a violation.

**A. Alcohol and Drug Problems:**

In some cases, alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Drivers who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. It is the *driver's* responsibility to seek help when needed, and to do so *before* substance abuse causes problems on the job, results in a positive drug or alcohol test or results in disciplinary action.

Drivers who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation, and treatment requirements of 49 CFR Part 382 and 40, provided that:

1. The admission is in accordance with the Employer's written established voluntary self-identification policy;
2. The driver does not self-identify in order to avoid testing;
3. The driver makes the admission of alcohol misuse or controlled substances use before performing a safety-sensitive function;
4. The driver does not perform a safety-sensitive function until the Employer is satisfied that the driver has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.

Normally, the Employer will:

1. Not take adverse action against a driver making a voluntary admission of alcohol misuse or controlled substances use provided that the admission occurs before the employee has been subject to disciplinary action or the use/misuse has affected job performance;
2. Allow the driver sufficient opportunity to seek an evaluation, education or treatment to establish control over the employee's drug or alcohol problem;
3. Permit the employee to return to safety sensitive duties **only** upon successful completion of an educational or treatment program, as determined by a substance abuse professional.

The following Substance Abuse Professional can provide help and referrals:

Employee Assistance Program (EAP) 1-800-570-9315

Barbara Strote - 509-579-0585  
8390 W. Gage Blvd, Suite 209  
Kennewick, WA 99336

Kim Funderburk – 509-240-2644  
401 West Main Street  
Walla Walla, WA 99362

**B. Definitions:**

**"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" (or "CMV")** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. 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
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. 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:

1. Fails to show up for any test (except a pre-employment test) within a reasonable time after being directed to do so by the Employer. This includes the failure of an employee to appear for a test when called by a Consortium/Third Party Administrator);
2. Fails to remain at the testing site until the testing process is complete; provided, that an applicant who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test. The testing process commences once the applicant has been provided the specimen collection cup;
3. Fails to provide a urine specimen for any drug test or breath or saliva sample for an alcohol test required by 49 CFR Part 382, if the employee leaves after the testing process has commenced;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the provision of a specimen;

5. Fails to provide a sufficient amount of urine, breath or saliva when directed, unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure to provide;
6. Fails or declines to take a second test the employer or collector has directed following a negative dilute result as required by 40.197(b);
7. Fails to undergo an additional medical examination, as directed by the MRO as part of the verification process, or as directed by the Designated Employer Representative (DER) concerning the evaluation as part of the "shy bladder" procedures in 49 CFR Part 40, subpart I; or fails to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined in 40.265(c);
8. Fails to cooperate (e.g., refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector) or otherwise interferes with any part of the testing process;
9. Fails to sign the certification at Step 2 of the alcohol testing form (ATF);
10. Is reported by the MRO as having a verified adulterated or substituted test result;
11. For an observed collection, fails to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process;
12. Possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
13. Admits to the collector or MRO to having adulterated or substituted the specimen.

**"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. Safety-sensitive functions shall include:

1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required by FMCSA regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**C. Prohibited Conduct:**

The following is considered prohibited conduct under this policy:

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. No driver shall use alcohol while performing safety-sensitive functions.
3. No driver shall perform safety-sensitive functions within four hours after using alcohol.
4. No driver required to take a post-accident alcohol test under 49 CFR 382.303 shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
5. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, or follow-up controlled substance and/or alcohol test required by 49 CFR Part 382.
6. No driver shall report for duty, remain on duty or perform a safety-sensitive function when there is a quantifiable level of a controlled substance in the driver's body above the minimum thresholds established in 49 CFR Part 40. Although the personal use of marijuana is permitted under Washington law, federal law still prohibits the use and possession of marijuana. Employees must be aware that having a detectible level of marijuana in their body, regardless of whether their use was for recreational or medical purposes, constitutes prohibited conduct.
7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drug except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. Notwithstanding the above, the medical use of marijuana that causes drug or drug metabolites to be present in the body above minimum thresholds established in 49 CFR Part 40 constitutes prohibited conduct regardless of whether the marijuana was used under the guidance of a medical practitioner and regardless of whether the medical practitioner advised that such use will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. The Employer shall not permit a driver to continue to perform safety sensitive functions if the Employer has actual knowledge of a driver violating any of the aforementioned prohibitions. Actual knowledge may be based on the Employer's

direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substances use, except as discussed in the Employer's voluntary self-identification program.

**D. Prescription and other medications:**

No driver may possess any prescription medication or report to work while using any prescription medication, except when he/she is under a doctor's care and the doctor has advised the driver that the substance does not affect his/her ability to safely operate a commercial motor vehicle. The use of any medication, whether prescription or over-the-counter, that could affect a driver's safe job performance is prohibited while working. The driver shall report to **Julissa Virrey Soto, HR Specialist, 509-524-4320, or the Human Resources Department, 509-527-4475**, the use of any prescribed medication and, without identifying the medication, shall provide a certificate from the driver's doctor that the use of the medication will not impair the ability to safely perform his/her duties. If, as a result of testing under this policy, the driver is found to have the presence of controlled substances in the body which is a result of the use of his/her legally prescribed medication that has not been reported, the driver shall be removed from service without pay until it is determined that the use of medication will not impair his/her ability to safely perform assigned duties. Notwithstanding the above, a driver may not possess or report to work while using marijuana under any circumstances, even if the marijuana was prescribed by a doctor.

**E. 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.

**F. Controlled substances and alcohol testing**

Submission to the controlled substance and alcohol testing described in this policy is a condition of employment with the Employer for those drivers covered by DOT and FMCSA regulations. A refusal to submit (as described above) will constitute a violation of this policy and be grounds for termination of employment. A driver may be tested for controlled substances at any time during his/her work day, except pre-employment, and alcohol testing will be conducted just before, during or after performing safety sensitive functions.

Drivers will be subject to testing as follows:

1. **Pre-employment:** Drivers will be tested for controlled substances unless:
  - a. The driver participated in a DOT testing program within the past 30 days and:
  - b. While participating in that program, either:
    - 1) Was tested for controlled substances within the past 6 months (from the date of application with the Employer), or
    - 2) Participated in the random controlled substances testing program for the previous 12 months (from the date of application with the Employer); and
  - c. No prior employer of the driver of whom the employer has knowledge has records of a violation of DOT controlled substances regulations within the previous 6 months.

A driver/applicant who tests positive on a pre-employment test will not be hired but may be eligible to reapply for employment with the Employer after **one (1) year** from the date of the positive test. In addition, an applicant who tested positive on any DOT mandated pre-employment drug test after August 1, 2001, must provide documentation of his/her successful completion of DOT return-to-duty requirements (i.e., an evaluation by a substance abuse professional, education and/or treatment, and a negative DOT pre-employment test, all of which meet the requirements of 49 CFR Part 40).

In the event a driver does reapply following a positive test, the driver/applicant will be responsible to pay for the pre-treatment evaluation, education and/or treatment, and the subsequent pre-employment test.

2. **Post-accident:** 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:
  - a. the driver was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
  - b. 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
  - c. 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 supervisor must document 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 supervisor 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 supervisor 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, will be required to submit to testing, even if the driver is not issued a citation. Testing will be to determine the presence, use, or any involvement with alcohol or drugs unless the Employer determines, in 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, and not a mandated DOT test.

3. **Random:** The Employer is using a consortium/third party administrator to facilitate the random selection of drivers and notification to the employer of the driver(s) selected for testing. The consortium/third party administrator is:

A WorkSAFE Service, Inc.  
1696 Capitol St NE  
Salem OR 97301  
(503) 391-9363

Drivers will be subject to random alcohol and controlled substance testing under the following program:

- a. Random selection of drivers will be made by a scientifically valid method using a computer-based random number generator that is matched with drivers' social security numbers.
  - b. Each driver shall have an equal chance of being drawn each time selections are made.
  - c. Selections for testing are unannounced and reasonably spread throughout the calendar year.
  - d. Random selections are made to ensure testing for controlled substances is conducted at not less than the minimum annual 25% rate and alcohol is conducted at not less than the minimum annual 10% rate, or the rates as established by the FMCSA.
  - e. A driver shall only be tested for alcohol just before, during, or after performing safety-sensitive functions; however, he/she may be tested for controlled substances any time while performing work for the Employer.
  - f. Once a driver is notified of selection for random alcohol and/or controlled substances testing, he/she shall proceed to the test site immediately.
4. **Reasonable suspicion:** Drivers will be tested for alcohol and/or controlled substances whenever the employer has reasonable suspicion that the individual is under the influence of alcohol or a controlled substance. Reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the behavior, speech, appearance or body odors of the driver, including any indicators of the chronic and withdrawal effects of controlled substances. Drivers required to be tested under reasonable suspicion testing will be removed from performing safety-sensitive functions pending the outcome of the test result(s) and be transported to the testing facility by the Employer.

Reasonable suspicion drug testing is authorized when the supervisor's observation of the driver's behavior occurs any time during the workday. Reasonable suspicion alcohol testing is authorized only if the supervisor's observation of the driver's behavior has been made during, just preceding, or just after performing any safety-sensitive function.

The alcohol test must be completed within two (2) hours of the observation; if not, the Employer must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the observation. After eight (8) hours, the attempt to test will cease. If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames.

The Employer shall not permit a driver to report for duty, remain on duty, perform, or continue to perform any safety-sensitive functions while the driver is impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse, until:

- a. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02 percent; or
- b. The start of the driver's next regularly-scheduled duty period, but not less than twenty four (24) hours following the supervisor's determination that reasonable suspicion exists.

Supervisors and any Employer representative that may be expected to serve in a supervisory capacity, and who may be required to make a reasonable suspicion determination, must have received at least 60 minutes of training on the indications of probable drug use and an additional 60 minutes training on the indicators of probable alcohol misuse. Only those individuals who have received this training are qualified to make these decisions.

5. **Return-to-duty:** No driver found to be in violation of the Employer drug and alcohol policy will be permitted to return to duty involving safety-sensitive functions until the driver undergone an assessment with a Substance Abuse Professional as required by 49 CFR Part 40 and has a verified negative controlled substances test and/or an alcohol test with a result less than 0.02 alcohol concentration. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.
6. **Follow-up:** Any driver in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances use as identified through the evaluation by the Substance Abuse Professional will, if still employed, be required to enter into a Last Chance Agreement as a condition of continued employment and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional. The Employer may perform follow-up testing for five years. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

**G. Failure to cooperate:**

Employees who are subject to this policy are expected to comply fully with any required testing. Failure to do so (including, for example, refusing to sign consent or refusing to test, obstructing the testing process, failing to make themselves available for a required test, failing to provide an adequate sample for testing, attempting to adulterate or substitute a specimen, or in any way tampering with a required test, failure to empty pockets or wash hands as requested by collection site personnel, refusing to permit an observed collection,

possessing or wearing a prosthetic or other device that could be used to interfere with the collection process) will cause the driver to be immediately relieved from performing safety-sensitive functions, and will also be considered a violation of Employer policy that will subject the employee to discipline, up to and including termination of employment. The Employer also reserves the right to involve law enforcement officials for any conduct that it believes might be in violation of state or federal law.

#### **H. Testing procedures:**

Urine specimen collection: Specimen collections will be conducted in accordance with the procedures of 49 CFR Part 40, as amended. The collection procedures are designed to ensure the security and integrity of the specimen provided by each covered employee, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to preserve the individual's privacy as much as possible consistent with ensuring an accurate result. Covered employees will be required to empty their pockets before providing the drug test specimen.

Under normal circumstances, the applicant or covered employee will be afforded complete privacy in the restroom for providing the urine sample. Certain situations do require the urine sample be provided under same-gender direct observation. Those situations include:

1. The temperature on the original specimen was out of range; or
2. The original specimen appeared to have been tampered with (i.e. unusual color, odor, foam, etc.); or
3. The collector observes materials brought to the collection site or the individual's conduct clearly indicates an attempt to tamper with a specimen; or
4. The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the Employer there was not an adequate medical explanation for the result; or The MRO reported to the Employer that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed; or
5. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5mg/dL, and the MRO reported the specimen to the Employer as negative-dilute and a second collection must take place under direct observation; or
6. All return-to-duty or follow-up drug tests.

When that occurs, the individual subjected to testing will be required to follow the observer's instructions to raise their clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.

Refusing to permit an observed collection, or possessing or wearing a prosthetic or other device that could be used to interfere with the collection process, are considered a refusal to test and will constitute a verified positive drug test result.

- I. **Laboratory analysis:** As required by 49 CFR Part 40, only a laboratory certified by the Department of Health and Human Services (DHHS) will be retained by the Employer to perform the analysis of the urine specimen for controlled substances. The initial screening test will be performed by immunoassay and will test for substances and at cutoff levels required by 49 CFR Part 40, as amended. All specimens identified as positive on the initial screening test will be confirmed using gas chromatography/mass spectrometry techniques at cutoff levels required by 49 CFR Part 40, as amended.
- J. **Breath alcohol:** Testing will be conducted by a qualified technician according to 49 CFR Part 40 procedures using a DOT-approved device. If an initial test indicates an alcohol concentration of less than 0.02, no further testing will be conducted. If the initial test result is 0.02 or greater, a confirmation test will be conducted by a Breath Alcohol Technician using an Evidential Breath Testing (EBT) device. Testing will be conducted in a manner that protects the confidentiality of the employee's testing information as well as the integrity of the testing process.
- K. **Medical review:**

All controlled substances test results will be reviewed by a Medical Review Officer (MRO) before results are reported to the Employer. The MRO will attempt to contact the driver to discuss the test results before reporting positive results to the Employer.

The Employer Medical Review Officer is:

Dale Fine, M.D.  
4545 Sand Point Way NE, #608  
Seattle, Washington 98105  
(206) 528-1930

- L. **Notification of results:**

The Employer will notify the affected driver of any controlled substances test that is reported as positive by the MRO. The Employer will notify driver-applicants of the results of pre-employment controlled substances testing if the applicant requests that information in writing within 60 days after the Employer notifies the applicant that he/she has or has not been hired.

**M. Analysis of split sample:**

A urine sample will be split at the time of collection. Within 72 hours of the MRO notifying the driver of a verified positive controlled substances test, or an adulterated or substituted specimen, the driver may request the split sample to be tested. Only the MRO may authorize such testing, which may take place only at laboratories certified by the Department of Health and Human Services (DHHS). If the split sample test fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test or take such steps as are directed by DOT regulations.

All applicants/drivers have a right to request testing of the split sample. The applicant/driver will be responsible for the cost of testing the split sample.

**N. Confidentiality:**

Records required under this policy, including test results, will be maintained in a secure location with controlled access. Each driver shall, upon written request, be entitled to receive copies of his/her own records, and to have copies of his/her records made available to any subsequent employer. Information may also be disclosed to the relevant state or federal agencies, or in connection with judicial, administrative or related proceedings (e.g., grievances and arbitration) initiated by or on behalf of the driver, or where otherwise required by law.

**O. Evaluation and referral:**

DOT regulations require that any driver who violates the alcohol and controlled substances rules of 49 CFR Part 382 be advised of available evaluation resources and be evaluated by a Substance Abuse Professional. The driver must complete an appropriate education and/or treatment program before being eligible to return to safety sensitive duty.

Before returning to performing safety-sensitive functions for **any** DOT employer, a driver must be tested for controlled substances with a verified negative controlled substances test result and/or alcohol with a test result less than 0.02 alcohol concentration. The driver will be subject to follow-up testing of at least six tests in the first 12 months of returning to duty, and follow-up testing may continue for five years.

**P. Information on effects and signs of alcohol and controlled substance use:**

DOT regulations require employers to furnish information regarding the effects of alcohol and controlled substance use, as well as the signs and symptoms of such use. Included in an appendix to this policy are fact sheets regarding alcohol and various controlled substances. Any employee who suspects a co-worker has an alcohol or drug problem may refer the co-worker to contact information for the Substance Abuse Professional identified in this policy, the City's Employee Assistance Program, or to management.

Personnel responsible for supervising and managing employees subject to testing under this policy must attend at least two hours of training on alcohol and drug misuse symptoms and indicator used in making determinations for reasonable suspicion testing.

**Q. Consequences:**

Under normal circumstances, employees violating this policy or federal regulations will be suspended from performing any safety-sensitive functions with a commercial motor vehicle and will be subject to disciplinary action up to and including termination of employment. Under some circumstances, however, the Employer may agree to return an employee to performing these functions following treatment and rehabilitation. When that occurs, the employee must pay the cost of any treatment. The Employer medical plan, if available to the employee, may cover a portion of the costs associated with the pre-treatment evaluation and treatment. Uncovered costs of treatment are the employee's responsibility to pay.

When, at the Employer's discretion, an employee is returned to work, the driver will be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional in order to continue to perform safety-sensitive functions and operate a commercial motor vehicle requiring a CDL.

The Employer reserves the right to take disciplinary action up to and including termination for violation of the Employer drug and alcohol policy where and when deemed appropriate.

**Certificate of receipt**

I hereby certify that on the date shown below, I received and read a copy of the City of Walla Walla Drug and Alcohol Policy for Use With FMCSA/DOT-Regulated Employees, consisting of fifteen (15) pages including these Certificates of Receipt, and a copy of drug and alcohol awareness training materials. I understand and agree to comply with this policy, including any required alcohol or controlled substance testing.

\_\_\_\_\_  
EMPLOYEE - PRINT NAME

\_\_\_\_\_  
EMPLOYEE - SIGNATURE

DATED: \_\_\_\_\_

*(Original to be kept in employee personnel file. Employee to receive duplicate copy.)*