

LABOR AGREEMENT

between

THE CITY OF WALLA WALLA

and

THE WALLA WALLA POLICE GUILD

January 1, 2013 through December 31, 2015

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - MAINTENANCE OF MEMBERSHIP AND CHECK OFF	3
ARTICLE 5 - GRIEVANCES	3
ARTICLE 6 - SENIORITY AND NEW HIRE	7
ARTICLE 7 - RETURN TO WORK FROM LAYOFF AND RECALL	8
ARTICLE 8 - BEREAVEMENT LEAVE	9
ARTICLE 9 - HOURS OF WORK	9
ARTICLE 10 - CALLBACK, STANDBY, AND CARRYOVER	11
ARTICLE 11 - HOLIDAYS	13
ARTICLE 12 - VACATIONS	14
ARTICLE 13 - SICK LEAVE	15
ARTICLE 14 - PHYSICAL EXAMINATION	17
ARTICLE 15 - DRUG TESTING	17
ARTICLE 16 - UNIFORMS AND EQUIPMENT	20
ARTICLE 17 - LEAVE OF ABSENCE	21
ARTICLE 18 - SAFETY AND HEALTH COMMITTEE	21
ARTICLE 19 - NO STRIKE, NO LOCK-OUT	22
ARTICLE 20 - SECONDARY BOYCOTT	22

ARTICLE 21 - GROUP LIFE INSURANCE	22
ARTICLE 22 - HEALTH CARE AND DISABILITY INSURANCE	22
ARTICLE 23 - SALARIES	24
ARTICLE 24 - SENIOR OFFICER / SERGEANT	25
ARTICLE 25 - EDUCATION INCENTIVE	26
ARTICLE 26 - EDUCATION REIMBURSEMENT	26
ARTICLE 27 – SHIFT DIFFERENTIAL AND LEAD OFFICER PAY	27
ARTICLE 28 - EXCHANGE OF DOCUMENTS AND INFORMATION	27
ARTICLE 29 - SEPARABILITY AND SAVINGS CLAUSE	27
ARTICLE 30 – DISCIPLINARY ACTIONS AND PROCEDURE	28
ARTICLE 31 - COMPLETE AGREEMENT	31
ARTICLE 32 - DURATION OF AGREEMENT	31
APPENDIX A	32
GLOSSARY	33

THE CITY OF WALLA WALLA

and

THE WALLA WALLA POLICE GUILD

January 1, 2013 through December 31, 2015

ARTICLE 1 - PREAMBLE

- 1.01 This Agreement is made and entered into by and between the City of Walla Walla, hereinafter referred to as the "City" and the Walla Walla Police Guild, hereinafter referred to as the "Police Guild," to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this document is to establish the wages, hours and working conditions for said Police Guild's bargaining unit for the term herein below provided.
- 1.02 Personnel Policy: The Personnel Policy of the City, as it now exists or may hereafter be amended by the City Council, shall govern except where in conflict with specific terms of this Agreement. The City shall provide the Guild President with written notification 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 Police Guild as the exclusive bargaining representative for all uniformed/commissioned personnel of the Walla Walla Police Department excluding the Police Chief, Captains, Non-sworn Supervisors, and confidential employees.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Guild recognizes the exclusive right and prerogative of the City to make and implement decisions, relating to the Police Department's budget, without bargaining collectively the decision and/or effects.

- 3.02 The management of the City and direction of the working forces, including the right to hire, retire, discipline, suspend or discharge for just cause, to assign, to transfer employees within the Bargaining Unit, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules of operations and the methods, process, and means of operation or handling and to adopt and enforce reasonable rules governing the conduct of the employees are vested exclusively in the City provided this shall not be used for the purposes of discrimination against any employee or to avoid any of the provisions of this Agreement.
- 3.03 Exclusive Rights: The City has the exclusive right under this Agreement, to discontinue any part of its operations, transfer work from the bargaining unit and close down an operation, establish new jobs, and eliminate or modify any job classification in accordance with the provisions of this Agreement subject to the Guilds right to bargain the impacts of these decisions. 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 this Agreement.
- 3.04 Decision Making Process: Changes in the department policies and procedures and City and department personnel policies that affect the Guild will be implemented in the following manner. Decisions are to be made in a collaborative process. If prior agreement with the Guild is not reached on a management decision, then the City will give the Guild ten (10) calendar days notice prior to implementing its decision. If the Guild has any concerns, the Guild responds within the same ten (10) days, and the City and the Guild then meet within ten (10) calendar days to reach consensus using the interest-based bargaining process. Operational decisions in response to unforeseen emergencies require no advance notification. Nothing prevents the Chief from bringing other decisions to this process.
- 3.05 Dispute Resolution Process: The City's decision stands while resolving any dispute. If consensus is not reached on decisions involving mandatory subjects of bargaining (wages, hours, benefits, job security or safety) within thirty (30) calendar days of the conclusion of interest-based bargaining, then the Guild may request that the City Manager review the decision. If consensus is still not reached, then the next step, if mutually agreed to, is to refer the dispute to a mutually-acceptable mediator. If the mediation does not occur, or is not successful in reaching resolution, then the Guild may refer only the impact and effects of the City's decision to an arbitrator. The arbitrator may not reverse the City's decision. The arbitrator is limited to a review and decision of the impacts and effects of any change in the department policies and procedures and City and department policies and procedures. All safety decisions and the impacts and effects may be referred to an arbitrator. Safety issues subject to arbitration are issues that have a direct and substantial relationship to physical injury or death of an officer.

ARTICLE 4 - MAINTENANCE OF MEMBERSHIP AND CHECK OFF

- 4.01 **Dues Deduction**: The employer shall deduct uniform Guild dues from the salary check each month of employees who are members of the Guild who have authorized such deductions in writing. The amounts deducted shall be transmitted within ten (10) days to the Guild.
- 4.02 **In-Lieu-Of Dues Deduction**: Employees who are not members of the Guild shall make payments in lieu of dues to the Guild. Such payments shall be authorized in writing and in such amounts as allowed by state law for the fair share contributions for each employee, each month. The payments for regular dues or payments in lieu of dues shall be remitted to the Guild within ten (10) days after the deduction is made.
- 4.03. **Religious Exemption**: The dues deduction described in 4.01 and 4.02 of this Article shall be subject to bona fide religious objections as provided in RCW 41.56.122.
- 4.04 **Indemnification**: The employer shall not be held liable for good faith check-off errors but shall make proper adjustments with the Guild for errors within a thirty (30) day period. Provided the employer acts in good faith, the Guild shall indemnify, defend, and hold the employer harmless against any claims made and against any suit instituted against the employer by third parties as a result of the employer's enforcement of the above provisions, as a result of any check off errors, or as a result of the application of this Article.

ARTICLE 5 - GRIEVANCES

- 5.01 **Policy**: The parties recognize that to effectively accomplish 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 employee 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.
- 5.02 Exclusions from This Article:
1. Employees who seek to complain about discrimination, harassment, or retaliation in the work place should follow the complaint procedures set forth in the Personnel Policy Manual.
 2. Employees who seek to complain about "improper government activity" should follow the complaint procedure set forth in the Personnel Policy Manual.
 3. Employees who seek to appeal a matter to the Civil Service Commission should follow the appeal procedures set forth in the Civil Service Rules and Regulations.

5.03 Definition: A contract grievance is an alleged wrong or dispute, considered by an employee or group of employees, as ground for complaint, pertaining to the employment conditions covered by this Agreement, or the application, meaning, or interpretation of this Agreement that has not been excluded in Article 5.02 above. Complaints concerning other employment matters shall be processed in accordance with Chapter 15 of the City of Walla Walla Personnel Manual.

5.04 Procedure: To be reviewable under this procedure 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 or in violation of the terms of this Agreement and which result in inequity or damage to an employee.
- D. Specify the relief sought which is within the power of the City to grant.

5.05 The following procedure shall be followed for processing grievances:

STEP 1 - Discussion with Shift Supervisor

When a grievance arises it shall be brought to the attention of the employee's immediate supervisor as soon as possible. If an employee fails to bring the grievance to the attention of the immediate supervisor within ten (10) calendar days from the date of the action or incident causing the grievance, the employee has waived the right to submit the matter to the grievance procedure. The employee shall first discuss the grievance with the employee's shift supervisor. Said supervisor shall make an investigation of the relevant facts and circumstances of the complaint and provide a written decision to the employee within ten (10) calendar days. If the matter can be resolved by the employee's immediate supervisor to the satisfaction of the employee and consistent with the terms of this agreement, then the grievance will be terminated.

STEP 2 - Written Grievance to Chief of Department

If the grievance is not settled in Step 1, then it may be submitted to the Police Chief within ten (10) calendar days of the written decision of the shift supervisor. Failure to submit a written grievance within ten (10) calendar days of the shift supervisor's written decision shall result in a waiver of any further grievance procedure and the grievance shall be terminated. The Step 2 shall set forth the facts and nature of the grievance, the contractual provisions violated and the relief sought.

The Police Chief shall complete an investigation of the grievance within ten (10) calendar days of receipt, and forward a written decision to the employee and the Guild within ten (10) calendar days following the completion of said investigation.

The Guild may initiate a grievance at Step 2; the ten (10) calendar day time limit applies to such a grievance.

STEP 3 - Grievance Appealed to City Manager

If the employee or the Guild is dissatisfied with the decision of the Chief, the employee or the Guild may, within ten (10) calendar days after the date of the Chief's written decision, request an appeal to the City Manager. Said appeal shall include copies of the responses received in prior steps and the reasons for the appeal. The City Manager may within ten (10) calendar days following the receipt of the appeal schedule a meeting with the grievant or Guild for the purpose of resolving the grievance. The City Manager shall make such investigation as deemed necessary and shall forward a written decision to the employee and the Guild within fourteen (14) calendar days from the receipt of the grievance or the meeting, if one is scheduled.

STEP 4 - Grievance Appealed to Arbitration

Either the City or the Guild may refer unsettled grievances to arbitration.

- A. The party requesting arbitration shall submit a written Notice of Arbitration to the other party within thirty (30) calendar days of the conclusion of Step 3.
- B. An Arbitrator may be selected by mutual agreement of the parties. If the parties cannot agree on an Arbitrator within ten (10) calendar days, a joint request shall be made to the American Arbitration Association for a list of seven (7) Arbitrators. The Arbitrator shall be selected from the list received by alternately striking names with the party striking first determined by lot.
- C. The Arbitrator shall be limited to determining whether the City or the Police Guild has violated, erroneously interpreted, or failed to properly apply 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 at the earliest possible date mutually agreed upon by the parties. Rules and procedures established by the Arbitrator shall govern the hearing.
- E. The parties agree that the Arbitrator's decision shall be final and binding. The decision shall be implemented no later than thirty (30) calendar days following the rendering of the decision.

- F. 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.
- G. Each party shall bear the cost for the preparation of its own case and their own attorney's fees.

5.06 Special Provisions:

- A. The term "employee" as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative.
 - B. A Police Guild 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 Police Guild upon the work site shall be conducted so as not to disturb the work of uninvolved employees and after reasonable advance notice to the Police Chief.
 - C. A grievance may be entertained in or advanced to any step in the grievance procedure if the parties jointly agree.
 - D. All actions must be taken within the time limits specified in this procedure however the time limits may be extended by mutual written consent of the parties. A statement of the duration of such extension of time must be signed by both parties.
 - E. An Arbiter shall have the authority to enforce the terms of this agreement, but shall have no authority or power to alter, change or modify this agreement or any of its parts, or award punitive damages. Any award of punitive damages shall be void and unenforceable.
 - F. The parties agree to adhere to the following grievance principles:
 - (I) The principle of "work now-grieve later" shall control in any grievance.
 - (II) Only one grievance shall be heard at one time unless mutual agreement is obtained otherwise.
 - G. 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.
 - H. Grievance against the Police Guild: Any grievance which the City's management may have against the Police Guild 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 Police Guild. The Police Guild President shall
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make an investigation of the relevant facts and shall, within ten (10) calendar days, provide a written decision and the reasons therefore. Arbitration of these grievances shall follow Step 4 as set forth in this Article.

- I. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

ARTICLE 6 - SENIORITY AND NEW HIRE

- 6.01 All members covered by this Agreement shall have their seniority calculated on the basis of continuous length of service in position or rank.

Seniority shall be used for the purpose of vacation scheduling, layoffs, and any other place or area as mutually agreed upon.

- 6.02 Officers shall be hired in compliance with the Rules and Regulations adopted by the Civil Service Commission for the City of Walla Walla.

- 6.03 The trial service period for newly hired personnel shall be eighteen (18) months from the date of appointment. The employee shall successfully complete the Washington State Criminal Justice Training Academy within the eighteen (18) month trial service period. The trial service period may be extended to complete the Academy if the employee is unable to successfully complete the Washington State Criminal Justice Training Academy due to full classes or the employee cannot be scheduled due to injury or unforeseen circumstances and complete the Training Academy within the eighteen (18) month period.

The Police Chief, or designee will provide periodic performance updates to the employee via written (performance appraisal) and oral feedback during the trial service period.

If the 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.

Upon completing their trial service period satisfactorily to the City, they shall be entered on the seniority list as of their date of original hire.

- 6.04 Individuals promoted to the rank of Sergeant shall serve a trial service period of twelve (12) months. Employees failing trial service as a sergeant shall be returned to their previous classification.

ARTICLE 7 - RETURN TO WORK FROM LAYOFF AND RECALL

- 7.01 Layoffs in the rank of Police Officer shall be in inverse order of department seniority.
- 7.02 No new officers shall be hired in any classification until all officers on layoff status in that classification have had an opportunity to return to work.
- 7.03 In the event of a layoff in the Captains rank the incumbent Captain shall be entitled to bump into the classification of Sergeant so long as his/her combined department service as a Sergeant and higher rank is greater than the junior Sergeant, or the incumbent Captain shall be entitled to bump into the classification of Police Officer so long as his/her total department service is greater than the junior Police Officer.
- 7.04 In the event a Sergeant position is slated for elimination, the Sergeant with the least service in the rank of Sergeant shall be entitled to bump into the classification of Police Officer so long as his/her combined department service in the classification of Sergeant and Police Officer is greater than the department service of the junior Police Officer.
- 7.05 Reinstatement from Layoff: Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely. Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer may be conditioned on successful completion of the following:
- A. A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - B. A medical and psychological examination. The examination is limited to the period of time between the date of layoff and date of proposed reinstatement.
 - C. A drug screen.

An individual shall lose rights to reinstatement and/or be removed from the reinstatement list if he/she commits an act that would be cause for termination of employment or if he/she loses his or her commission as a general authority law enforcement officer.

Appointments from the reinstatement list shall be made in the order of length of service. The employee on the reinstatement list who has the most service credit shall be first reinstated. If an employee is denied reinstatement for cause, the employee may grieve the denial as outlined in Article 5.

Employees on a layoff will be notified of any available positions, and will be considered for any open position for which they meet the minimum qualifications.

- 7.06 Any notice of an offer of reemployment shall be sent by certified mail, return receipt requested, to the employee's last address of record. It is the employee's responsibility to keep the City advised of the employee's whereabouts.
- 7.07 Employees on layoff who have been offered reemployment and who have failed to acknowledge availability for work within seven (7) days 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 recall list and forfeit all reemployment rights.

ARTICLE 8 - BEREAVEMENT LEAVE

- 8.01 Bereavement leave shall be granted for up to forty (40) hours per occurrence for immediate family members of the Employee (see glossary for definition); up to twenty-four (24) hours per occurrence for other extended family members (i.e., aunts, uncles, nieces, nephews or cousins) where out-of-town that includes overnight travel is required; up to eight (8) hours per occurrence for close friends and acquaintances that may have resided within the normal commute area of the Employee's residence.

ARTICLE 9 - HOURS OF WORK

- 9.01 Regular Hours: The regular hours of work each day shall be consecutive.
- 9.02 Work Week: The work cycle for law enforcement officers shall consist of 160 hours in a 28 day period. The normal duty week for said officers shall be 40 hours in seven days and shall consist of either five consecutive 8 hour days (shift) followed by two consecutive days off, or four consecutive 10 hour days (shift) followed by three consecutive days off, Sunday through Saturday or any other schedule that is mutually agreed upon.
- 9.03 Overtime means the time an officer is authorized to work, or works in the normal course of carrying out activities incumbent upon a police officer, in excess of forty (40) hours in the work week. Overtime shall be computed using the nearest five (5) minutes. .
- 9.04 Overtime Compensation: Compensation for all overtime work shall be at one and one half (1-1/2) times the employee's hourly rate of base salary plus all FLSA defined premiums (annual salary + annualized FLSA defined premiums ÷ 2080 hours –see Glossary definition).

Overtime shall be paid in cash except, at the option of the employee, compensatory time shall be granted in lieu of overtime pay up to a maximum of one hundred twenty (120). Upon thirty (30) days advance written notice from the employee, up to a maximum of eighty (80) hours of the accrued compensatory time shall be paid out at the straight time rate in the May payroll and the November payroll. Upon the voluntary

or involuntary termination of an employee, the employee shall be compensated at their current rate of pay for all accrued compensatory time.

"Extraordinary" Travel Involving Overnight Travel: "Extraordinary" travel is defined by FLSA law and current case law. Current FLSA rules are: Required travel that keeps an employee away from home overnight is travel from home and is work time when it cuts across the employee's workday. The time is not only hours worked if it occurs during the employee's normal working day and working hours, but also if it occurs during the corresponding hours on non-working days. Thus, if an employee regularly works Monday through Friday, from 8:00 a.m. to 5:00 p.m., travel time between 8:00 a.m. - 5:00 p.m. is work time if it occurs on Saturday and Sunday as well as on weekdays.

In contrast, time spent in travel away from the home but outside of regular working hours need not be counted as hours worked if the employee is a passenger, e.g., traveling by airplane, bus, car, or train. If the employee is designated as FLSA non-exempt and a driver of a vehicle, all time spent driving in the vehicle to and from the assignment is regarded as working hours, except that if public transportation would have required less time, the City may count as hours worked the less time-consuming method of transportation. The employee is expected to choose the most economical and expedient mode of transportation in terms of time and cost.

9.05 Shift Scheduling: Scheduling of employees' work shifts shall be established by mutual agreement between the Police Chief and Guild. Except in unusual circumstances, the City shall provide employees seven (7) days notice of shift changes.

9.06 Shift Exchange: Uniform officers and sergeants 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 Chief.

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, unless authorized by the Chief or their designee.

- E. Exchanges in excess of three consecutive shifts shall require the approval of the Chief.
- 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.

9.07 Consistent with the FLSA and regulation CFR 553.227, the parties agree to an hourly rate of pay of \$40.00 for off duty hours special duty work. These hours of work are not to be combined with any hours worked for the City for purposes of overtime. The work is performed solely at the option of the employee. A roster of officers wishing to perform the work may be maintained by the Department.

9.08 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 time and one-half the employee's hourly rate of base salary.

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, he or she 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 one (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 are made in advance with the Chief.

ARTICLE 10 - CALLBACK, STANDBY, AND CARRYOVER

10.01 Callback is defined as when an employee is required to return to work after leaving the job, including court time and training time. If an employee is called back on a duty day or day off, the employee shall be guaranteed a minimum of three (3) hours at time and one-half (1-1/2) times their hourly rate of base salary. Additional hours shall be paid at this rate. In recognition that callback pay is provided to compensate employees for the inconvenience of the recall, employees shall not be required to work the total time paid

under the call back minimum, but shall be released immediately upon completion of the specific task for which the employee was recalled. This shall not apply to employees on standby (see paragraph 10.04 below).

Court Cancellation Procedure: If an employee is scheduled to appear in court outside their regularly scheduled shift, between the hours of 1600 and 1700 hours on the day prior to the scheduled court appearance, the employee shall call the division commander or designee to ascertain whether or not their court appearance has been canceled. If the employee is notified that they are scheduled to appear and the case is later canceled, the employee shall receive three (3) hours callback pay.

- 10.02 Carryover is defined as when an employee is required to remain on duty beyond the end of their regularly scheduled shift and shall be paid overtime or accrue compensatory time at a rate of one and one-half (1-1/2) times their regular rate of pay. If an employee is carrying over, the three (3) hour minimum does not apply.
- 10.03 The above callback and carryover provisions shall apply to required training as subject to Fair Labor Standards Act provisions.
- 10.04 The City and the Guild agree that use of standby time shall be consistent with sound law enforcement practices and the maintenance of public safety. Standby is defined as when an employee is required to be available for possible notice to return to duty. Employees formally placed on standby status shall be compensated at one-third (1/3) times the standard rate of pay. If the employee is notified to return to duty, the employee shall be guaranteed a minimum of one (1) hour pay at one and one-half (1-1/2) times the hourly rate of base salary. Any time over the one (1) hour minimum guarantee shall also be paid at one and one-half (1-1/2) times the hourly rate of base salary plus all FLSA defined premiums (annual salary ÷ annualized FLSA defined premiums ÷ 2080 hours).
- 10.05 Guild members shall be allowed to accrue compensatory time to a maximum of one hundred twenty (120) hours, which includes all compensatory time for callback, standby, carryover, holidays, and court time.

Guild members shall be compensated in compliance with Article 9.04 for accrued compensatory time.

Overtime and/or compensatory time may be earned in increments of five (5) minutes or greater.

When such compensatory time is taken off, the employee must give reasonable notice. The City may deny use of compensatory time if its use would unduly disrupt City operations.

ARTICLE 11 - HOLIDAYS

11.01 Holidays – Recognized: 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 any other employee groups by the City of Walla Walla City Council, it shall also be granted to the Guild.

New Years' Day	Labor Day
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The City will annually post a list of actual dates for that year for each of the holidays listed above. If during the course of this contract additional days are designated as holidays by the United States Government or the State of Washington, the City will post an update dated list.

11.02 Floating Holidays: In addition, on January 1 each employee shall annually be granted thirty-two (32) "floating" holiday hours to be taken at the employee's option with approval of the department. Floating holidays are used during the calendar year they are received. Employees may use their allocated floating holiday hours in increments of fifteen (15) minutes. New full-time employees working less than twelve (12) months shall be granted 1/12 of a full year's floating holiday allotment for each full month of service.

11.03 Holiday Pay: Bargaining unit members shall annually on January 1 be granted eighty (80) holiday hours. Employees will receive the holiday hours described above regardless of whether they actually work on any holidays during the calendar year. All Holidays shall be recognized on the actual day of occurrence, beginning at 0600 the day of the actual holiday and ending at 0600 the day following the actual holiday.

- A. Employees assigned to work on a recognized holiday shall be paid at the overtime rate for all hours worked (see overtime definition).
- B. Employees that are called back to work on a recognized holiday shall be paid at the overtime rate for the first eight hours. Hours worked on the holiday in excess of eight hours shall be paid at the rate of two and one-half (2 ½) the employee's hourly rate of base salary plus all FLSA defined premiums.
- C. Hours worked on the holiday in excess of an employee's regular shift on a holiday shall be paid at the rate of two and one-half (2 ½) the employee's hourly rate of base salary plus all FLSA defined premiums.

Employees may cash out up to 40 hours of their unused holiday leave as of May 31st on the May payroll at the straight time rate. Unused holiday leave through November 30th will be cashed out on the November payroll at the straight time rate.

- 11.04 Holidays – Mid-Year Hires/Separations: Any employee who is hired during the year shall receive pro-rata holiday hours based on the number of full calendar months worked by the employee during the calendar year. Any employee who terminates during the calendar year for any reason, voluntary or involuntary will recognize a pro-rata reduction in the amount of remaining holiday hours. If the employee has used more than the pro-rata number of holiday hours prior to separation, the employee will reimburse the City an amount equal to the employee's hourly rate of pay times the number of excess hours used upon resignation, retirement, or termination.

ARTICLE 12 - VACATIONS

- 12.01 Vacation leave may be used as accumulated after the initial six (6) months of employment. 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. As of December 31 of each year, no employee shall have an accumulated amount of accrued vacation leave in excess of two hundred forty (240) hours.

Section 1 - Vacation days -- 40 hour work week:

Full time employees working a forty-hour (40) work week shall accumulate vacation at the following rates:

- A. Full time employees working less than a full calendar year shall accumulate vacation at the rate of 6.67 hours/month. (Number of days/year during first year following hire date will vary based on individual employee's specific hire date)
- B. On completion of 12 through 59 months of continuous service - 6.67 hours/month (10 days/year).
- C. On completion of 60 through 119 months of continuous service - 10.0 hours/month (15 days/year).
- D. On completion of 120 through 179 months of continuous service - 13.33 hours/month (20 days/year).
- E. On completion of 180 or more months of continuous service - 16.67 hours/month (25 days/year).

Section 2 - Vacation days - more or less than 40 hour week:

All members of the bargaining unit working other than a 40 hour work week shall receive vacation in the ratio which their average work week relates to a 40 hour week. For example: on an average 30 hour week, vacation would be calculated at $30/40 \times$ the regular vacation accumulated under a 40 hour week.

- 12.02 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. For the period 1/1/2011 through 12/31/2012, Guild members shall not cash out vacation leave and may carry over a maximum of 280 hours of vacation leave.
- 12.03 Cash Out: Upon death, retirement, termination, or separation from employment, employees shall receive compensation for all accrued and unused vacation time equal to the number of vacation hours multiplied by the employee's last regular rate of pay.

ARTICLE 13 - SICK LEAVE

- 13.01 Newly hired employees shall be credited with twelve (12) days sick leave as of their date of hire. No additional sick leave shall be accrued during the first twelve (12) months of employment. During the trial service period, sick leave above six days must be approved by the Police Chief. If a trial service officer fails to successfully complete the trial service they shall be required to pay back any used unearned sick leave.
- 13.02 Following the initial twelve (12) months of employment, Employees shall accumulate sick leave at a rate of eight (8) hours per month.

Sick leave is not available until earned and posted to the employees sick leave accrual following the end of the current payroll period.

- 13.03 Sick leave shall be granted to care for:
- A. A child of the employee with a health condition that requires treatment or supervision; or
 - B. A spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. Personal illness or physical incapacity resulting from causes beyond the employee's control as well as forced quarantine of an employee in accordance with state or community health regulations are approved grounds for sick leave.

Definitions for the purpose of this policy chapter are listed in the Glossary.

- 13.04 Other paid time off (i.e., vacation, compensatory and holiday leave) can be substituted for sick leave if the employee chooses.

- 13.05 Employees who terminate service, other than involuntary discharge, after completing ten (10) years of service with the City shall be allowed to cash out 25% of the accrued sick leave available to them at the time of termination of service. Upon retirement or death, Guild members shall receive payment for two-thirds (2/3) of the unused portion of their accumulated sick leave hours, not to exceed six hundred forty (640) hours. In the case of death, payments shall be made to the employee's estate.
- 13.06 Sick leave for any other purpose shall be subject to written approval by the City Manager.
- 13.07 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, unless the nature of the employee's illness or injury is such that notification to the immediate supervisor is not possible, in such case, notification shall be given as soon as possible.
- 13.08 When an employee files an industrial insurance claim, time loss payments are calculated using a state formula and do not equal 100% of lost wages. The employee may choose to supplement their time loss payments by using accumulated sick leave, vacation, and compensatory hours. The employee's total compensation including workers' 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.

An employee who is absent due to an on-the-job injury will continue to accrue proportional vacation leave and sick leave while on paid status with the City.

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. The 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.

- 13.09 Sick leave time used by an employee shall be deducted from their accumulated sick leave time.
- 13.10 For part-time employees, sick leave pay shall be accumulated in proportion to the amount of hours worked. Temporary employees are not eligible for sick leave compensation.

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

13.11 The City may reasonably request medical evidence of disability or illness prior to granting or continuing sick leave with pay.

13.12 Employees shall have the option of the following:

- A. Employees who have accumulated 480 hours of sick leave may elect through appropriate notification to 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;
- B. Employees who have accumulated 720 hours of sick leave may elect through appropriate notification to 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;
- C. Employees who have accumulated 960 hours of sick leave may elect through appropriate notification to 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.

ARTICLE 14 - PHYSICAL EXAMINATION AND WELLNESS PROGRAM

14.01 Employees shall only be required to submit to a physical examination pursuant to the requirements of the Americans with Disabilities Act or the Civil Service Commission. No physician shall disclose more to employer representatives than the law requires. The City shall otherwise comply with the confidentiality requirements of the ADA.

Examinations: When an employee is required, at the City's request, to take a physical and/or psychological examination at the City's expense as a condition of continued employment, the physical and/or psychological examinations shall be taken in a timely manner whether on or off duty. The City shall be entitled to a physician's summary report stating an employee's ability/inability to perform the essential job functions. The physician's summary report shall be placed in the employee's confidential medical file.

ARTICLE 15 - DRUG TESTING

15.01 Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession of an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the Employer if they are using prescription or other over-

the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee, who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

When a supervisory employee of the city has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis, or when a breath test or urinalysis is not reasonably available, a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to immediate discovery testing for alcohol and/or illegal drugs shall be subject to disciplinary action for insubordination up to and including immediate discharge.

For the purpose of administering this Article the following definition of terms is provided:

Reasonable Suspicion - is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee;

Under the influence - The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

<u>Test Level (ng/ml)</u>	
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids	50
Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	2000
Opiates (Morphine)	2000
Level of the positive result for ethyl alcohol	0.05 gr/dl
Breath test result*	0.02

* Breath testing instrument must be approved by the Washington State Toxicologist per Washington Administrative Code for the quantitative measurement of alcohol in a person's breath. Definition of Alcohol: "Alcohol" means the unique chemical compound ethyl alcohol.

Only certified "operators" of the Datamaster or Datamaster CDM may administer the breath test. Certified "operators" are as defined by Washington Administrative Code.

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

15.02 If an employee is required to submit to a drug test, the following procedure shall be followed:

- A. The employee shall be informed of the right to Guild representation and be given an opportunity to confer with a Guild representative. Such conference shall not unduly delay the testing.
- B. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The Employer and a Guild representative may be present during this discussion. The Employer may not bar the Guild representative from attending, unless the employee requests otherwise.
- C. The Employer may request urine and/or blood samples.
- D. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen provided the Guild representative does not unduly delay the transporting or testing. The employee shall not be observed by the Employer/Guild when the urine specimen is given.

- E. All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the Employer, employee and the Guild representative and proper chain-of-custody procedures shall be followed.
 - F. The drug tests of the specimen shall be conducted by a certified laboratory.
 - G. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.
 - H. At the employee's or the Guild option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
 - I. The employee and the Guild shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.
- 15.03 The employer shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standard enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.
- 15.04 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.

ARTICLE 16 - UNIFORMS AND EQUIPMENT

- 16.01 The City agrees to furnish to members of the Police Guild uniforms and other equipment as required to perform the duties assigned to them.
- The City agrees to provide up to two (2) complete uniform cleanings per uniformed officer per week.
- 16.02 The City agrees to pay fifty (\$50.00) per month uniform allowance to each Detective with the exception of those assigned to the special teams unit (STU).
-

16.03 Ammunition: The City recognizes the value of a well trained police force and therefore shall provide each officer up to 180 rounds of ammunition per quarter for firearm practice and quarterly qualifying shoots. The ammunition shall be used for firearm training only at the firearm range designated for such training by the Chief.

ARTICLE 17 - LEAVE OF ABSENCE

16.04 Leave of absence without pay may be granted an employee for good and sufficient reasons. The Police Department reserves the right to attach reasonable conditions to any leave of absence granted.

- A. The leave of absence shall not exceed twelve (12) months, except for absences for required military service.
- B. The employee shall not accumulate seniority during such absence and shall be reinstated in accordance with their prior seniority upon termination of the leave of absence.

ARTICLE 18 - SAFETY AND HEALTH COMMITTEE

18.01 The City agrees to have a departmental safety committee composed of up to three representatives appointed by the Guild and up to three representatives appointed by management to meet quarterly, or more often as needed. It shall be the purpose of this committee to establish a written safety code with regard to all employees and to examine all situations brought to their attention either by management or the employee which may affect the safety and competent operations within the Police Department. It shall also be the duty of this committee to review all accident reports involving employees and to make recommendations with regard to the actions taken and requests submitted by either individuals or groups shall be sent to the City Manager and the Police Guild.

If after exhausting reasonable means of resolving a perceived safety problem at the departmental level, the problem remains unresolved; either side may refer the matter to the City Manager for disposition.

The City agrees to consult on an ongoing, timely basis with an advisory committee established by the Guild to provide advice and recommendations to the City on the acquisition of vehicles, equipment in the vehicles or other equipment used by the officers. Such consultation shall concern both the type of equipment selected and its placement/location.

ARTICLE 19 - NO STRIKE, NO LOCK-OUT

19.01 There shall be no strikes, picketing, interruptions of, or interference with work by the Guild or its members, nor lock-out 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 merit 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, slow down, picketing, boycott, or other interruption of work occur the City shall notify the Police Guild in writing of the existence of such activity and request advice from the Police Guild 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, slow down, picketing, boycott, or other interruption of work which it has not authorized, the Police Guild 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, slow down, picketing, boycott, or other interruption of work in violation of this Article, the participating employee(s) shall be subject to disciplinary action, which may include discharge. In any arbitration involving such disciplinary action of any employee for engaging in an unauthorized strike, slow down, picketing, or 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 proof of such participation, the disciplinary action shall be upheld.

ARTICLE 20 - SECONDARY BOYCOTT

20.01 Members of the Walla Walla Police Guild agree to cross any picket line in the performance of their assigned duties.

ARTICLE 21 - GROUP LIFE INSURANCE

21.01 The City agrees to provide each employee fifty thousand dollars (\$50,000) life insurance with double indemnity which shall be in force during the term of their employment. Additional coverage for members and/or dependents shall be available at group rates; all costs to be paid by the employee.

ARTICLE 22 - HEALTH CARE AND DISABILITY INSURANCE

22.01 Medical Insurance

- A. The City agrees to provide acceptable major medical, dental and vision coverage for employees and dependents through a health care plan.

- B. Both parties agree to work with the Employee's Benefits Advisory Committee beginning in February, 2011 to identify, analyze and recommend affordable health care options for further negotiations. During this period of review the following provisions shall remain in effect:

For the period from January 1, 2013 through July 31, 2014, the City shall pay 95% of the composite rate premium for full family medical, dental, and vision insurance coverage of Association of Washington Cities (AWC) Regence HealthFirst or, at the employee's option AWC Group Health Plan Copay Plan 2, Washington Delta Dental plan, and Vision Service (VSP) Plan Option I-\$10 deductible. Effective August 1, 2014 the City shall pay 90% of the composite rate premium.

The City and Guild agree to use a Guild-only bargaining unit composite rate that will be determined from averaging the employee family demographics as they apply to the tiered insurance premium rates quoted by the insurance broker. The composite rate may be adjusted annually due to changes in health premiums. The City will notify the Guild prior to making such changes. Any future changes to the determination of the composite rate structure (i.e., expansion to include other employee groups) shall be subject to collective bargaining.

- C. An employees' advisory committee shall be maintained to work with City Administration with regards to the City's insurance program. The Committee shall consist of no less than two (2) members of the Police Department and shall meet no less than on a quarterly basis. At that time the following shall be discussed.
- (I) The Committee shall work with the City and the brokers in reviewing the past year and forecasting increases/decreases in insurance premiums for the following year. On a quarterly basis, the Committee shall meet to review and comment on adjustments in the composite rates based upon changes in the employee family demographics of bargaining unit members as they apply to the tiered insurance premium rates quoted by the insurance broker.
 - (II) Any information regarding changes in the health industry that may be available by the brokers.
 - (III) Discuss possible educational programs to be offered to employees about health options (such as emergency room use).
 - (IV) Discuss changes in benefits as requested by the City or any of the recognized employee's groups, but shall not have any power to change or alter plan benefits.

22.02 Salary Insurance

- A. The City agrees to pay \$6.00 monthly toward the purchase of salary protection insurance. Any change in carrier shall be mutually agreed to by the parties.
- B. The City shall, upon written request from LEOFF II employees, deduct from the employee's monthly salary and remit to the above mentioned carrier, the cost of extended salary protection insurance.

ARTICLE 23 – SALARIES

23.01 Salaries:

- January 1, 2013 2.5% salary adjustment.
- January 1, 2014 2.5% salary adjustment.
- January 1, 2015 3.0% salary adjustment.

23.02 Special Assignments and Training

- A. Employees assigned as Detectives or Community Service Program Officers shall receive an additional 3% of base pay added to their monthly salary for the time they are assigned.
- B. Officers who meet the City testing requirements using the Civil Service Test protocol shall receive an additional 3% of base pay added to their monthly salary for bilingual Spanish abilities
- C. Guild members assigned in writing to lead officer duty shall receive \$150.00 per month for any month, or portion thereof, the employee is so assigned.
- D. Employees that are assigned to the Emergency Services Unit (ESU); that hold a current Clandestine Lab certification; or are a certified Firearms Instructor; or are Hostage Negotiators (effective 01-01-2013) shall receive an additional 1% of base pay added to their monthly salary for each of the specialty assignments the time they are assigned up to a maximum of 3%.

23.03 Deferred Compensation

The City will make a total deferred compensation match of up to 3% of the employee's regular salary when the employee participates in kind in the deferred compensation plan.

23.04 Payroll and Paydays

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

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

ARTICLE 24 – SENIOR OFFICER / SERGEANT

24.01 To qualify as a Senior Officer or Senior Sergeant, an employee must have an overall satisfactory yearly performance evaluation, maintain job/proficiency skills as an Officer or Sergeant, and have at least ten (10) years of prior service. An overall satisfactory yearly performance evaluation is one where there are no areas marked as Unacceptable, or no more than three areas marked as Needs Improvement.

Senior officer pay is retained based on continued satisfactory performance evaluation and the maintenance of job skills and proficiency. Senior officer pay is subject to suspension and denial at the yearly evaluation. The pay may be reinstated thereafter due to improved performance and updated evaluations. Prior to loss of senior officer pay the employee shall be notified in writing of the unsatisfactory performance, which will include the reasons for the unsatisfactory performance rating, suggested or ordered remedial measures and a timeline for expected improvement to a satisfactory level. A reasonable time extension of the yearly evaluation, up to six months, is permissible if necessary to allow for performance improvement. After the yearly evaluation, the supervisor may perform additional updated evaluations as necessary.

There will be two steps for Senior Officer/Sergeant; one at ten (10) years of service and the second at fifteen (15) years of service.

Years of service shall be calculated using continuous and uninterrupted years of service with the Walla Walla Police Department as a commissioned officer. For the purposes of this article, continuous service is the ongoing unbroken employment as a commissioned officer, excluding approved leaves of absence. The prior service of at least ten (10) years includes service as an Officer and/or Sergeant. For example, if an Officer has 9 years and 10 months service as an Officer, and is then promoted to Sergeant, this Officer will qualify as a Senior Sergeant for purposes of this article after two months of service as a Sergeant and shall receive their pay for Senior Status (effective 01-01-2013).

The newly appointed (or current) officer can substitute up to a maximum of five (5) years of service, measured in one year increments, as a Commissioned Law Enforcement Officer with the City of Walla Walla or another agency, provided:

- A. The officer has not been out of Law Enforcement for more that twenty-four (24) months as of the date of hire/rehire and
- B. The prior years of service were within the last ten (10) years as of the date of hire/rehire; and
- C. The officer currently holds a valid Washington State Commission or obtains a Basic Law Enforcement Equivalency Certificate within the required time as set out by the Washington State Criminal Justice Training Commission.

The pay range for a Senior Officer and Senior Sergeant is set forth in Appendix A.

ARTICLE 25 - EDUCATION INCENTIVE

25.01 The City shall pay educational incentives as follows:

Approved Associates Degree	3% of base pay per month
Approved Bachelors Degree	6% of base pay per month

Total educational incentive will not exceed 6% of base pay per month.

ARTICLE 26 - EDUCATION REIMBURSEMENT

26.01 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 Manager 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 an accredited college, university, high school, business or technical school, or courses given by a recognized 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 may 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.
- 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 27 – SHIFT DIFFERENTIAL PAY

- 27.01 Guild members working the "B" shift shall receive an additional .50 cents per hour.
- 27.02 Guild members working the "C" shift shall receive an additional 1.00 dollar per hour.

ARTICLE 28 - EXCHANGE OF DOCUMENTS AND INFORMATION

- 28.01 The City shall supply to the Guild one (1) copy of any personnel rules and regulations of the City of Walla Walla and all changes immediately upon adoption.
- 28.02 The Guild shall notify the City in writing of its officers and stewards and any changes therein.

ARTICLE 29 - SEPARABILITY AND SAVINGS CLAUSE

- 29.01 If any portion of this Agreement should be declared inoperative, unconstitutional, or in violation of Federal, State or Municipal statutes, the remainder of this Agreement shall remain unchanged and in full force and effect.
- 29.02 If any portion of this Agreement is excised or modified by any of the above cited actions, the parties shall immediately enter into negotiations for replacement language.

ARTICLE 30 - DISCIPLINARY ACTIONS AND PROCEDURE

- 30.01 Employees can be disciplined only for just cause. Forms of discipline include, but are not limited to: written reprimand, disciplinary probation, suspension, disciplinary demotion, and discharge. Discipline will normally be progressive, however any level of discipline may be imposed based on the totality of circumstances and just cause.

Forms of evaluation or counseling and oral reprimands are not discipline. These are less formal means of resolving issues related to daily operations or conflicts. These forms of counseling may serve as evidence for future disciplines. They will not be placed in an employees personnel file, however, may be maintained in supervisory or evaluation files to be reviewed and purged, if appropriate, annually. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or a superior officer from discussing operational matters informally with employees.

- 30.02 In the event an employee is under investigation for potential violations of policy, procedure or other misconduct, which could reasonably lead to discipline, the employee will be granted the following procedures:
- A. **Notice.** The employee and Guild President, or designee, will be given 48 hours notice of intent to interview the employee under investigation. The notice will include the nature of the allegations or specific facts enough to determine the approximate date and time of the allegation. Prior to any interview, the employee will be notified of their right to meet with a Guild representative or counsel and have such representative present during the interview.
 - B. Disciplinary interviews:
 - (I) The employee shall be informed with up to forty-eight (48) hours notice prior to the interview if the Employer believes the employee is a suspect in the investigation.
 - (II) The employee shall be informed within forty-eight (48) hours of the nature of the investigation and allegations or specific facts enough to determine the approximate date and nature of events, the policy

violations or misconduct considered, and the potential level of discipline being considered. Prior to any interview the employee will be notified of their right to meet with a Guild representative or counsel and have such representative present during the interview. The opportunity to consult with the Guild representative or to have the Guild representative present at the interview shall not delay the interview more than four (4) hours except for minor complaints (incidents for which discipline no greater than an written reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee shall be allowed up to 4 hours to obtain a representative to assist him in the interview.

- (III) With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (IV) The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
- (V) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. Under no circumstances shall an employee be compelled to take a polygraph test, nor shall a polygraph test be used to infer truth or falsity in any matter under investigation. If the employee being ordered to appear at the interview and to respond to questions regarding his or her conduct, where such conduct may reasonably lead to criminal proceedings, the employee shall be advised that the response may not be used against him or her in any criminal prosecution. This *Garrity* warning shall be affirmed by the City in writing at the commencement of the interview. Employees shall otherwise be afforded all rights and privileges to which they are entitled under the laws of the United States and the State of Washington.

In situations involving the use of deadly force, the employee shall have the right to consult with a Guild representative or attorney prior to being required to give an oral or written statement about the use of force.

- (VI) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

- (VII) The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities.
- (VIII) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.
- (IX) If the Department or Guild tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to either party. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof.
- (X) Interviews and investigations shall be concluded with no unreasonable delay.

C. Pre-disciplinary hearing/*Loudermill*.

Prior to any discipline being imposed, the employee, or representative, shall be given the opportunity to meet with the person imposing discipline and provide additional evidence or mitigating circumstances related to the action leading to potential discipline. The employer agrees not to decide on the discipline imposed until after such meeting.

When the investigation results in discipline:

- (I) Any employee being disciplined will be given official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct occurred and an explanation of the discipline imposed.
- (II) The employee or Guild representative, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts of the matter, witness statements, tape recordings, and any other materials relied upon at no cost. The employee shall also be furnished with the names of all witnesses and complainants who shall appear against him or her and/or whose statements shall be used against him or her.
- (III) The Employer agrees to provide notice of intent not to discipline or impose actual discipline within 90 days of the preliminary investigation. The parties may agree to extend such timelines as mutually agreed.

- D. Lie Detector Tests: No employee will be compelled to provide polygraph or voice stress tests.
- E. A written reprimand is recorded and placed in an employee's personnel file. If after twelve (12) months there is no recurrence of the event(s) prompting the discipline, the record of a written reprimand may be requested to be removed from the employee's personnel file.

Prior to placing any document considered "negative" in any employee's personnel file, the employee will be given written notice of the document and may provide a rebuttal for the file.

ARTICLE 31 - COMPLETE AGREEMENT

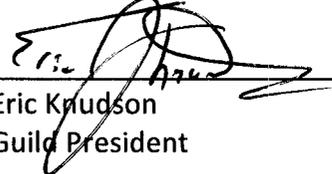
31.01 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 32 - DURATION OF AGREEMENT

32.01 This Agreement shall be effective the 1st day of January, 2013 and shall remain in full force and effect through the 31st day of December, 2015; however, this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. Should the parties fail to execute a successor agreement prior to December 31, 2015, the terms and conditions of this Agreement shall remain in effect pursuant to RCW 41.56.470.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HAND AND SEAL THIS 13th DAY OF August, 2014.

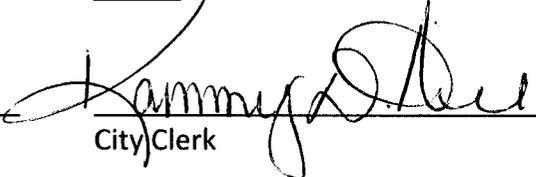
For the Police Guild:


 Eric Knudson
 Guild President

For the City of Walla Walla:


 Nabil Shawa
 City Manager

Attest:


 Police Guild
 City Clerk

APPENDIX A

PAY SCHEDULE FOR WALLA WALLA POLICE GUILD

January 1, 2013

		Step A Begin Year 1	Step B Begin Year 2	Step C Begin Year 3	Step D Begin Year 4	Step E Begin Year 5	Step F Begin Year 6	Step G End of Year 10	Step H End of Year 15
Position	Grade	(Entry)							
Police Officer	100 g	4537	4764	5002	5252	5515	5846	6138	6322
Police Sergeant	114 g	5344	5611	5892	6187	6496	6886	7230	7447

January 1, 2014

		Step A Begin Year 1	Step B Begin Year 2	Step C Begin Year 3	Step D Begin Year 4	Step E Begin Year 5	Step F Begin Year 6	Step G End of Year 10	Step H End of Year 15
Position	Grade	(Entry)							
Police Officer	100 g	4650	4883	5127	5383	5652	5991	6291	6480
Police Sergeant	114 g	5478	5752	6040	6342	6659	7059	7412	7634

January 1, 2015

		Step A Begin Year 1	Step B Begin Year 2	Step C Begin Year 3	Step D Begin Year 4	Step E Begin Year 5	Step F Begin Year 6	Step G End of Year 10	Step H End of Year 15
Position	Grade	(Entry)							
Police Officer	100 g	4790	5030	5282	5546	5823	6172	6481	6675
Police Sergeant	114 g	5642	5924	6220	6531	6858	7269	7632	7861

There is a 5% difference between Steps A through E; a 6% difference between Steps E and F; a 5% difference between Steps F and G; and a 3% difference between Steps G and H.

Additionally, it is intended to maintain a 17.79% difference between police officer and police sergeant.

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 the employees' anniversary date to a particular month and that has not yet been added in their records.

Administrative Leave: On a case-by-case basis, the City may place an employee on administrative leave with pay for an indefinite period of time. The administrative leave may be used in the best interests of the City (as determined by the City Manager) during the pendency of an investigation or other administrative proceeding. The length of the leave is solely at the discretion of the City.

Anniversary Date: The initial date of employment in a budgeted position and the date from which vacation, sick leave and longevity shall be computed.

Appointing Authority: The City Manager and/or their designee who has the authority to make appointments to the position to be filled.

Appointment: The offer to and acceptance by a person of a position in accordance with the provisions of this policy.

Bereavement: The death of a member of the employee's immediate family.

Budgeted Position: A position that is funded in the City's annual budget.

Candidate: The applicant who is participating in a recruitment.

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

City: The City of Walla Walla, Washington.

City Council: The City Council of the City of Walla Walla.

City Service: The performance of official duties and responsibilities on behalf of the City organization and the community.

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.

Demotion: A change in status of an employee from a position in one class to a position in a different class having lesser duties and responsibilities, lower qualifications, and lower maximum rate of pay.

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

Discharge: A disciplinary termination.

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

Division Commander: An employee who administers a major unit within the Department who is directly responsible to a Department Manager/Chief.

Duration of Agreement: The effective calendar period that the contract is in full force and effect.

Eligibility: A candidate whose name is recorded on an eligibility or reinstatement list.

Eligibility List: A record of the names of persons who have been found qualified through suitable examination for employment in a specific class or position in the classified service.

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 a week, in a budgeted position that has successfully completed their trial service period, and has been retained accordingly to the provisions of the personnel policy.
- B. Trial Service Employee: An employee working in a six (6) to twelve (12) month test period in which the employee is required to demonstrate the employee's fitness to perform the duties of the position to which the employee is appointed before becoming a regular employee.
- 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.
- 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.

- E. Emergency Employee: A person employed for a temporary period of time to meet emergencies and in a position not specifically authorized or funded for in the budget.
- F. Exempt Employee: A person in a position or classification that is exempt from the provisions of the Fair Labor Standards Act as an executive, administrative, or professional as determined and recommended by the Human Resource Manager and approved by the City Manager.
- G. Non-exempt Employee: A person in a position or classification that is covered by the provisions of the Fair Labor Standards Act as determined and recommended by the Human Resource Manager and approved by the City Manager.

FLSA-Mandated Overtime: The City, according to the Fair Labor Standards Act as amended, pays FLSA non-exempt employees for authorized overtime as follows:

- A. Overtime shall apply to all paid hours in excess of forty (40) hours per week
- B. Overtime is paid at the rate of one and one-half (1½) times (hourly rate of base salary plus all FLSA defined premiums (annual salary + annualized FLSA defined premiums ÷ 2080 hours) the employee's regular hourly rate of pay for all hours worked beyond forty (40) hours in a week.

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

Grandparent: A parent of a parent of an employee.

Grievance: A written statement of dissatisfaction regarding the administration of the Personnel Policy of the City of Walla Walla.

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

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

Layoff (Reinstatement) List: An eligibility list of names of persons arranged in the order as provided by the Personnel Policy, who have had regular employment, who have been separated from City Service, and who are entitled to have their names certified to an appointing authority under the provisions of this policy.

Leave without Pay: Leave without pay (LWOP) is a short-term, temporary non-pay status and absence from duty which may be granted in the employer's discretion when requested by an employee. LWOP must be requested in advance. LWOP is permissive and may be granted on a case-by-case basis without establishing a precedent.

Official Reprimand: An oral or written notice to an employee informing him of an action or course of conduct on the employee's part which is cause for disciplinary action.

Parent: A biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

Parent-in-Law: A parent of the spouse of an employee.

Personnel: All persons employed within the operation of the City.

Policy: A settled course established by the City Council or an appropriate authority.

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

Position Classification and Compensation Plan: 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. The compensation plan flows from the classifications of each position and establishes the ranges that are approved by the City Council.

Promotion: A change in employment status to a position in a higher class with a higher rate of pay and more responsible duties.

Relative: Persons related to the second degree of consanguinity which shall include spouses, children, brothers, sisters, half-brothers and sisters, step brothers and sisters, parents, step parents, aunt, uncles, nephews, nieces, first cousins, grandparents, grandchildren, and spouses thereof.

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

Separation Date: The last physical day of an employee's work. No vacation or sick leave shall be accrued from that date forward.

Serious Health Condition: As defined by the U.S. Department of Labor means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) more than 3 days of incapacity and a continuing regimen of treatment by a health care provider; (c) care by a health care provider associated with pregnancy or recovery from childbirth; or (d) substance abuse treatment ordered by a health care provider.

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

Sick Leave: Time off allowed to an employee because of his/her own illness or that of persons enumerated under Article 13, Section C. Other paid time off (i.e., vacation, compensatory and personal holidays) can be substituted for sick leave if the employee chooses.

Spouse: Husband or wife, as the case may be.

Standby Status: Employees required to be available by a telephone number known to their supervisor and/or the Police Department and be prepared to report for duty within thirty (30) minutes shall be considered on standby duty until relieved by their supervisor.

Supervisor: The employee designated by the employee's superior to oversee the work of other employees within the same department.

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

Termination: The separation of an employee from City Service. Termination may be by death, discharge, layoff, resignation, retirement, work completion and/or lack of work or funds. The separation date shall be the last physical day of an employee's work. No vacation or sick leave shall be accrued from that date forward.

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 which gives opportunities for employees and volunteers to acquire knowledge, skills and attitudes in order to perform effective and sustained service for the City.

Transfer: A change of an employee from one position to another position in the same class or another class having the same minimum and maximum salary limits involving the performance of similar duties and requiring substantially the same basic qualifications.

Trial Service Period: A working test period of at least six (6) months during which an employee is required to demonstrate the employee's fitness for the duties of the position to which the employee is appointed by actual performance of those duties. Such trial service period shall be for a six (6) month period, unless otherwise designated by labor contracts classification of said employee.