

LABOR AGREEMENT

between

THE CITY OF WALLA WALLA

and

**THE WALLA WALLA PROFESSIONAL
FIREFIGHTERS ASSOCIATION LOCAL 404
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

2019 - 2021

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THE CITY OF WALLA WALLA
and
THE WALLA WALLA PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 404
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2019 through December 31, 2021

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 Firefighter's Local 404 I.A.F.F., hereinafter referred to as the Union, 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 Union'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 Manager, shall govern except where in conflict with specific terms of this Agreement. The City shall provide the Union President with written notification of any proposed changes to the Personnel Policy at least sixty (60) days prior to adoption by the City Manager. All proposed changes shall be annotated with justification and/or highlighted.

This shall not constitute a waiver of any of the Union's rights to collectively bargain 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 working conditions; and conditions of employment for employees in all positions identified by the Walla Walla Civil Service Commission within the Walla Walla Fire Department with the exception of: Chief Officers, Civilian Personnel, and Volunteer Personnel.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Management of the City and direction of the working forces, including the right to hire, retire, suspend or discharge employees for just cause (newly hired trial service employees without cause), promote employees, demote employees for just cause, to assign jobs, 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 operation and the methods, process and means of operation or handling are vested exclusively in the City, provisions of this Agreement.

3.02 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 to or from the bargaining unit and close down any operation, establish new jobs, eliminate or modify any job classifications 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 layoff provisions of Article 12 of this Agreement, and to adopt and enforce reasonable rules governing the conduct of the employees.

3.03 Where any part of this article comes in conflict with State of Washington Civil Service Laws, such law shall apply.

ARTICLE 4 - UNION SECURITY

The parties agree that it is not a condition of employment to be a member of the Union based upon the SCOTUS ruling Janus v. AFSCME in 2018. However, in order to preserve solidarity, employee benefits, and job security, the Union encourages all eligible employees to become a Union member and remain a Union member in good standing. The Union believes that Union membership is a means to ensure the acquisition and maintenance of excellent benefits and job security. The City recognizes the Union as the sole bargaining unit representative relative to wages, hours and working conditions for all employees covered by this agreement as enumerated in RCW 41.56. Employees desiring to become, and/or remain, a member of the Union shall advise the City with an "opt-in" letter provided by the Union that authorizes the withholding of regular Union dues. Conversely, those who choose to "opt out" of Union membership shall advise the City in the same manner.

ARTICLE 5 – Union Dues

5.01 The City agrees to deduct once a month, uniform dues and assessments, certified to be current by the secretary/treasurer of the Union, from the pay of those members who individually request in writing that deductions be made. Such request shall remain valid until rescinded in writing by the member, with notification being submitted to the Secretary/Treasurer of the Union and the City. The total amount of the deduction shall be remitted monthly by the employer to the Secretary/Treasurer of the Union. If a member revokes their authorization for dues deductions, the City will make every reasonable effort to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

5.02 The Union shall defend and indemnify and save the employer harmless against all claims, demands, suits, or other forms of liability and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the employer to comply with the provisions of this Article.

ARTICLE 6 - UNION MEETINGS

6.01 The Union may conduct one meeting per month at a City Fire Station after 6:00 p.m. All employees shall be allowed to attend, but the meetings shall not interfere with departmental operations and shall be limited to two (2) hours in duration, if possible. Emergency or special meetings shall be covered by the same criterion, except that they shall be no longer than two (2) hours in duration nor be held more often than twice per month. The City shall ensure that the training room is available to Local 404 to facilitate their regularly scheduled union meeting at a time as mutually agreeable between the Fire Chief and Union President excepting Fire Department emergency operations. The Union shall comply with RCW 42.17.130.

ARTICLE 7 - NO STRIKE, NO LOCKOUT

7.01 There shall be no strikes, picketing, interruption of, or interference with work by the Union or its members, no 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 to 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.

7.02 Should a strike, slowdown, picketing, boycott, or other interruption of work occur the City shall notify the Union in writing 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, picketing, 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.

7.03 In the event employees participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this article, the participating employee shall be subject to disciplinary action, which may include discharge. In any arbitration involving such disciplinary action of any employee for engaging in any unauthorized strike, slowdown, picketing, boycott, or other interruption of work, the only issue for arbitration shall be whether the employee 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 8 - SECONDARY BOYCOTT

8.01 The Union and its members, while representing the City, agree not to participate in any secondary boycott or strike instigated by any labor organization directly affecting the City's operations. In addition, the Union agrees that its members shall cross any picket line in the performance of their assigned duties, unless after discussions between the City Manager, Fire Chief and the Union Executive Board members it is determined such duties would constitute a strike breaking effort.

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, or any other basis protected by law, except where said factors conflict with bona fide occupational qualifications.

9.03 Should the City need to change any current policy or practice in order to comply with the provisions of any State or Federal mandate, the City shall provide the Union thirty (30) days' notice of any change prior to its implementation. Such notification shall include appropriate documentation indicating the basis necessitating the change in current practice or policy.

ARTICLE 10 - NEW EMPLOYEES

10.01 Newly hired employees shall have a standard trial service period of twelve (12) months from original date of appointment. Said period shall be for the purpose of ascertaining fitness for regular employment with the City. Through the Walla Walla Civil Service Commission, the Fire Chief may request an extension of the trial service period up to an additional six (6) months by stating the reasons for requesting the extension. The extension must be requested at least thirty (30) days prior to the end of the initial trial service period and the individual involved be notified in writing.

10.02 The Fire Chief must keep the individual informed of their status during the period of their preliminary trial service and also during the period of extended trial service. The employee may present for discussion their monthly evaluation to the Fire Chief.

10.03 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 termination.

10.04 Upon completing their trial service period an employee shall be entered on the seniority list per the applicable provisions of Article 11, starting from their original date of hire.

ARTICLE 11 - SENIORITY

11.01 All employees covered by this Agreement shall have their seniority calculated on the basis of continuous service provided; employees who have a break in service due to disability retirement, layoff, termination, or voluntary leave without pay in excess of one pay period, shall have their seniority adjusted to reflect the break in service. Disability leave up to six (6) months duration, authorized military leave and, when authorized, short unpaid absences and Union business leaves shall not cause seniority to be adjusted.

11.02 Seniority shall be used for determining vacation picks, and lay-offs as provided for in this Agreement and as otherwise may be mutually agreed upon. In cases where more than one employee is appointed on the same date, seniority shall be determined by the higher overall test score maintained by the department which is based on entry level exam scores.

11.03 Seniority in position or rank shall be used in the case of cutback within the position or for other purposes where benefits may be gained by seniority within positions.

ARTICLE 12 - LAY-OFFS AND RETURNS

12.01 Employees are eligible for recall from lay-off for twenty-four (24) months and no benefits shall accrue during such term of lay-off. Employees shall be recalled in inverse order of lay-off and the City shall not hire from the open market while employees on the recall list are eligible for re-employment and qualified at the point of the offer of re-call. Prior to returning to work, employees must meet the following requirements: physical, background check, valid driver's license, valid EMT certification, and valid paramedic certification if required.

12.02 Any notice of an offer of re-employment shall be sent by certified mail, restricted delivery, return receipt requested, or by email if requested by the individual, to the last address of record. If notification by email is requested, the City will include a delivery receipt and a read receipt. It is the employee's responsibility to keep the City advised of their whereabouts and mailing address.

12.03 Employees on lay-off 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 lay-off list and forfeit all re-employment rights.

ARTICLE 13 - EXCHANGE OF DOCUMENTS AND INFORMATION

13.01 The City shall supply to the Union all published documents affecting Fire Department operations.

13.02 The Union shall notify the City in writing of its officers and stewards and any changes therein.

ARTICLE 14 - SAFETY AND HEALTH COMMITTEE

14.01 The City agrees to have a departmental safety committee with no less than three (3) representatives of Local 404 and an equal amount or less number of representatives from the City, or as required by the Washington Administrative Code. It shall be the purpose of this committee to recommend to the Fire Chief, policies and procedures with regard to safety issues and operations for all employees and to examine all situations brought to their attention either by management or the employees which may affect safe and competent operations within the Fire Department. It shall also be the duty of this committee to review all accident reports involving employees and to make recommendations with regards to the actions of the employees involved. A copy of all minutes, recommendations, actions taken and requests submitted by either individuals or groups shall be sent to the Fire Chief, the City Manager and Local 404.

14.02 Should the Union's representatives bring to the attention of management any item that they consider to be immediately dangerous to life or health (IDLH), management shall address the problem immediately, and follow up with a written response within seven (7) working days.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Policy: 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 address 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.

15.02 Definition: A grievance is an alleged wrong or dispute, considered by an employee, group of employees, or management as grounds for complaint, pertaining to employment conditions covered by this Agreement or its application, meaning or interpretation. The following Grievance Procedures shall also be followed for complaints that, although not specifically addressed in this

Agreement, may be considered to be grievable items by the Public Employment Relations Commission (PERC) or appropriate Washington State law.

15.03 Procedure: To be reviewable under this procedure, a grievance must:

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

STEP 1 - Discussion with Company Officer and Fire Chief

As soon as possible, but in no case later than twenty (20) calendar days after an employee has become reasonably aware of an alleged wrongful act, the employee shall first discuss their grievance with their Shift Captain, Fire Chief or designee. Said Officers shall make an investigation of the relevant facts and circumstances of the complaint and provide a written response to the employee within twelve (12) calendar days.

STEP 2 - Written Grievance to Chief of the Department

If the grievance is not settled at Step 1, then it may be submitted to the Fire Chief within fifteen (15) calendar days of the written decision of the Company Officers. Said appeal shall set forth the detailed facts concerning the nature of the grievance, contractual provisions alleged violated, and relief sought. The Fire Chief shall hear the grievance within seven (7) calendar days of receipt and forward a written decision to the employee within seven (7) calendar days following said hearing.

STEP 3A - Grievance Appealed to the City Manager

If the employee is dissatisfied with the decision of the Chief of the Department, they may, within seven (7) calendar days of the date of the Fire Chief'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 and the reasons for said decision to the employee within fifteen (15) calendar days.

Employee's electing to carry a grievance past step 3A under the collective bargaining agreement understand that they may not subsequently or simultaneously file a grievance on the same issue through the City of Walla Walla Civil Service Commission.

STEP 3B - 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 fifteen (15) calendar days after having been made reasonably aware of the issue, to the President of the Union local. The Union President shall make an investigation of the relevant facts and shall, within fifteen (15) calendar days, provide and forward a written response and the reasons therefore.

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 fifteen (15) 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 American Arbitration Association for a list of five (5) 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 at the earliest date of convenience after the selection process is completed.

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 cost of the Arbitration shall be borne equally by the parties, including the Arbitrator's fee and expenses.

G. Each party shall bear the cost of the preparation of its own case.

15.04 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 Union representative and/or aggrieved party shall be granted time off without loss of

pay for the purpose of directly 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 twenty-four (24) hours advance notice to the Fire Chief.

C. A grievance may be entertained in or 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 signed 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 advances the matter to the next step within the prescribed period of time.

ARTICLE 16 - PHYSICAL FITNESS REQUIREMENTS AND EXAMINATIONS

16.01 Purpose: The purpose of this comprehensive physical fitness program for the Walla Walla Fire Department personnel is to help the deployable fire fighter maintain a satisfactory level of health and physical fitness that shall enable him/her to: 1) carry out daily tasks effectively, 2) meet task-related emergencies without injury or undue fatigue, 3) and do the job as safely and efficiently as possible. This program outlines the procedures for measuring compliance with the standards, and defines the consequences of non-compliance.

16.02 Examinations: An employee may be required, at the City's request and expense, to take a physical and/or psychological examination as a condition of continued employment. 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 regularly assigned duties, any physical and/or psychological limitations, and the physician's recommendations for corrective measures. The physician's summary report shall be placed in the employee's confidential medical file.

16.03 Drug & Alcohol Testing

A. **Policy:** The City expects all employees to come to the workplace fit and ready to work. The City recognizes illegal drug usage or being under the influence of alcohol while on duty as a threat to the public welfare and the employees of the Fire Department. Thus, the City shall take the necessary steps, including drug and alcohol testing, to eliminate illegal drug usage or alcohol misuse. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs or alcohol. Members of the Fire Department shall be offered the opportunity to discontinue illegal drug use or alcohol misuse through personal choice or by treatment for chemical dependency, if such treatment is needed. Reporting to work under the influence of

alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs or alcohol is strictly prohibited.

- B. The City recognizes a need to provide an opportunity for employees to deal with drug abuse and 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 which precludes an employee from performing the essential functions of the job, 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.
- C. 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. Failure to report the use of prescription or other over-the-counter drugs that an employee knows or reasonably should know may impair their ability to perform the essential functions of their job is a violation of this policy.
- D. Informing Employees about Drug and Alcohol Testing: All employees shall be fully informed of the City's drug and alcohol testing policy before testing is administered. Employees shall be provided with information concerning the impact of the use of drugs and misuse of alcohol on job performance. In addition, the City shall inform the employees of how tests are to be conducted, when the tests shall be conducted, what tests can determine, and the consequences of testing positive for drug or alcohol use or refusals to test. All newly hired employees shall be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to them.
- E. 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 or the employee has been involved in an on-the-job vehicle accident wherein they were the driver of a City owned vehicle. 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 questioned and observed. A decision to request a specimen will be based upon eye witness reports, facts of the event and observed physical and behavioral characteristics of the affected employee. The employee will be interviewed in a private area. The Supervisor must document in writing who is to be tested and why the testing was ordered.

- a. Verification: A reasonable suspicion request will be documented in writing with a copy provided to the affected employee.
- b. Relief of Duty: The employee will be placed on leave until the results of the drug and/or alcohol test are complete and verified within seven (7) days after being initiated. 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. The employee must notify the City which type of paid leave will be use during the period of absence.

It is a violation of this policy for an employee to refuse to submit to immediate testing for alcohol and/or illegal drugs.

- F. Testing Procedures: Urine and breath samples will be collected at a local collection site, hospital or medical facility. All urine samples shall be collected as a split specimen collection. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent samples. In all cases a split sample shall be reserved for independent analysis. Upon request, an employee shall be entitled to the presence of a Union representative.

As a minimum, but not limited to, all samples shall be tested for chemical adulteration, methadone, cannabis, opiates, cocaine, amphetamines, and sedatives. The testing shall be conducted by a Substance Abuse Mental Health Service Administration (SAMHSA) certified laboratory following the laboratory testing standards. Marijuana testing will be Delta 9 testing standards to indicate active impairment.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such and shall be considered a refusal to test. All samples which test positive on a screening shall be confirmed by gas chromatography-mass spectrophotometry. All results shall be evaluated by a suitably trained Medical Review Officer (MRO) prior to being reported to the Employer and be conducted in a manner to ensure that the employee's legal drug use does not affect the results.

Breath Alcohol Testing – Testing will be conducted by a qualified technician according to the National Highway Traffic Safety Administration (NHTSA) using an Evidential Breath Testing device (EBT) approved by NHTSA 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 requirements of the Department of Transportation Workplace Testing Programs.

Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the department, except to the City's Human Resource Director, the City legal counsel, and the City Manager.

- G. Substance Dependency Program: Employees who test positive for illegal drugs and/or alcohol misuse shall be evaluated, counseled, and treated for rehabilitation, if required. Any employee may voluntarily enter rehabilitation without a requirement or prior testing without fear of disciplinary action against them. Employees who complete a rehabilitation program will be required to comply with any follow up testing and/or treatment requirements prescribed by the program upon their return to work. If an employee fails to meet these requirements, such failure will be considered to be a violation of this policy. Details concerning treatment any employee receives in this program shall remain confidential and shall not be released to the public. In addition to the employee submitting treatment costs through their medical insurance, the City shall pay 100% of any remaining cost of the initial treatment. Any successive treatments are at the employee’s expense. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive following the second rehabilitation treatment such positive test will be considered to be a violation of this policy.

When undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits provided at their assigned position.

- H. Right of Appeal: Each employee has the right to challenge the results of the drug testing in the same manner that they may grieve any managerial action. A violation of this policy is subject to disciplinary action, up to and including termination, based on the just cause provisions of the contract. Each employee has the right to challenge the results of the drug testing, and any resulting disciplinary action, in the same manner that they may grieve any managerial action.
- I. Duty Assignment After Treatment: Once an employee successfully completes rehabilitation and is fit for duty, they shall be returned to their regular duty assignment. Employee reassignment during treatment shall be based on the individual's circumstances at the discretion of the Fire Chief. If follow-up testing is prescribed after treatment, this is a condition of employment. Costs of follow-up tests will be the responsibility of the employee. Once treatment and follow-up testing are successfully completed and after two additional years with no further positive test results, the records

of treatment and positive drug test results shall be purged from the employee's file. The employee shall be given a fresh start with a clean administrative record.

- J. Right of Union Participation: At any time, the Union, upon request, shall have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect the individual test results if written release of this information is authorized by the employee involved.
- K. Union Hold Harmless: This drug and alcohol testing program is solely initiated at the behest of the City. The City shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any workers' rights arising from the administration of the drug and alcohol testing program.
- L. Conflict with other Laws: This Article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

16.04 No Smoking

- A. Employees shall not consume tobacco products, either on or off the job, as a condition of continued employment. Violators shall be subject to progressive discipline, up to and including discharge.

ARTICLE 17 - INSURANCE

17.01 - Medical Insurance

- A. The City agrees to provide major medical, dental and vision coverage for employees and dependents through an agreed upon health care plan.
- B. For the term of this agreement, the following provisions shall apply:

For the calendar year 2016, the City will pay 90% of composite rate premium for full family medical, dental, and vision insurance coverage of Association of Washington Cities (AWC) Regence HealthFirst Plan or, at the employee's option AWC Group Health Copay Plan 2, and Vision Service Plan (VSP) Option I-\$10 deductible. The employee will pay 10% of the City insurance established premium composite rate.

Effective January 1, 2017, the City will pay 90% of composite rate premium for full family medical insurance coverage of LEOFF Health and Welfare Trust Plan F. The employee will pay 10% of the City insurance established premium composite rate.

Effective January 1, 2018 and for each subsequent year the following formula shall apply:

1. The cost sharing percentages will re-set to a 90% City and 10% Employee split.
2. The City shall pay any increase in premiums up to 5%. Should the LEOFF Plan F premiums increase more than five percent (5%) in any benefit year, the amount between five percent (5%) and ten percent (10%) shall be split equally between the Employer and Employee, and any amount in excess of ten percent (10%) shall be paid by the Employee.

Effective January 1, 2016, the City will pay 90% of the composite rate premium for Delta Dental PPO full family. The employee will pay 10% of the City insurance established premium composite rate.

Effective January 1, 2017, the City shall contribute \$75.00 per month, per bargaining unit member to the WSCFF MERP. The Union and the Employees agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, lawsuits and or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in anyway related to the implementation and administration of the MERP. The Union and Employees shall be 100% liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no circumstances whatsoever will the City be liable for direct pay of any MERP benefit to the Employees and or retired Employees and or their beneficiaries.

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 Fire Department and shall meet no less than on a quarterly basis. At that time the following shall be discussed:

1. 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.
2. Any information regarding changes in the health industry that may be available by the brokers.
3. Discuss possible educational programs to be offered to employees about health options (such as emergency room use).
4. 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.

17.02 - Salary Insurance

A. The City agrees to pay \$6.00 monthly toward the purchase of LEOFF II disability program sponsored by WSCFF. 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.

17.03 - Group Life Insurance

The City shall provide term group life insurance for each employee in the amount of \$50,000 with double indemnity. Additional coverage for members and/or dependents shall be available at group rates; all costs to be paid by the employee.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 Uniformed shift personnel shall be assigned an average annual work week of fifty-six (56) hours. This weekly number of work hours shall be modified by the negotiated number of Kelly Days to arrive at an average annual work week of fifty point one three (50.13) hours during this contract period. The work force shall consist of three (3) shifts, designated as "A" shift, "B" shift, and "C" shift. The shift rotation shall be shown in Appendix A.

Structured work hours shall be as follows:

Monday - Friday: 0730 - 1700 with one hour lunch and two breaks, and one hour set aside for physical training. After 1700 shall be standby time.

Saturday structured time shall be 0730 - 1500 with one hour lunch and with one hour set aside for physical training.

Sunday and holiday structured time shall be 0730 - 0930 for station and equipment maintenance, and one hour of physical training, and one hour of personal study time.

The Union recognizes that periodically, the need shall exist for training or other activities that may occur outside the structured work hours shown above.

The Fire Chief shall maintain the right to schedule these activities after 1700 hours on a reasonable basis. Notification of activities scheduled after 1700 hours shall be given to the shift commander no later than the start of the affected shift whenever possible. Training which takes place outside of structured work hours and in excess of two sessions per month shall be paid back to the affected crew on an hour for hour basis as non-structured time on the affected shift.

For initial training, newly hired employees may be required to work up to fifty point one three (50.13) hours per week for a maximum of fourteen (14) weeks if they are attending a fire academy; or two (2) weeks if not attending a fire academy. Employees assigned to a forty (40) hour work week schedule shall work forty (40) hours per week, Monday through Friday, 8:00 a.m.

to 5:00 p.m., except holidays, unless alternative work hours and days are mutually agreed to by the employee and the Fire Chief.

18.02 All hours worked in excess of an employee's regularly scheduled shift shall be paid at an overtime rate. The employee's regular rate for purposes of computing overtime compensation will be the sum of the employee's regular hourly rate plus any premiums required to be included in the regular rate by the Fair Labor Standards Act. No employee shall work overtime in any position classification greater than one (1) established Fire Department class specification below their current position unless approved by the Fire Chief. If approved by the Fire Chief, employees may elect to receive compensatory time in lieu of overtime pay. Such time may accumulate, but if not used, must be cashed out within six (6) months of accrual.

18.03 Overtime and carryover shall be paid in thirty (30) minute increments.

18.04 When called back, employees shall be guaranteed a minimum of two (2) hours overtime pay. In any overtime situation, the employee may be required to work the minimum paid time.

18.05 This Article does not apply to voluntary trades between employees.

18.06 Ambulance personnel required to be out of town on ambulance transfers of six (6) hours or more shall be reimbursed for meals at the rate the City has established as part of the Administrative Travel Policy and Procedure. The Union agrees that members shall expedite completion of meals in order to reduce transfer overtime expense.

Four specific times each day are designated as meal times. They are:

Breakfast	0600
Lunch	1200
Dinner	1800
Lunch	0000

All personnel assisting with an ambulance transfer of 6 hours or more total duration which includes one or more of the times listed above shall be eligible for meal reimbursement.

On duty personnel required to take out of town transfers after 2000 hours shall not be required to work the remainder of the shift on the first line ambulance, unless other qualified personnel are not available.

18.07 Nothing in this Article shall negate the City's legal responsibilities to comply with applicable state and federal wage and hour laws, including the Fair Labor Standards Act as appropriate. However, it is the intent of both parties that contract provisions and such laws not compound the benefit beyond the highest compensation provided by either the contract or law considered singularly.

18.08 Standby

- A. **Ambulance Standby:** On a daily basis, four (4) department employees may voluntarily agree to be on Ambulance standby. These employees agree to be on a pager for twenty-four (24) hours and respond for ambulance calls as needed. These crews shall be approved by the shift officer or when necessary by a staff officer. The approving officer shall designate a first response crew of two and a second response crew of two.

Provided sufficient staff remains available in town and on-duty (per Article 18.09 – Kelly Days), the staff on-duty shall respond to calls over 50 miles and under 130 miles round-trip of Walla Walla. When sufficient staff are not available on-duty, transfers over 50 miles and under 130 miles round-trip of Walla Walla shall be staffed in accordance with the criteria set forth for transfers over 130 miles round trip. When time does not allow for call in crews to cover transfers, then call in crews will be contacted to back-fill.

Out of town transfers over 130 miles round trip shall be provided by the available Stand-by Pager personnel. If no personnel are available on the ambulance standby calendar then an attempt to contact off duty personnel, either by pager, phone, or text, shall be made prior to offering the opportunity to take the transfer to on-duty personnel.

- B. **Engine Crew Standby:** On a daily basis, three (3) department employees may voluntarily agree to be on Engine Crew standby. These employees shall be provided with a pager for twenty-four (24) hours and shall respond to calls as needed. Employees signing up for engine crew standby shall be assigned first by rank or position. Should an employee of a given rank (Engineer or Officer) not be available, a qualified employee shall fill that position. The provisions of Article 26.04 shall determine which employees are considered qualified. Employees signing up for the engine crew standby list shall be approved by the Shift Officer or designated Staff Officer.

In the event the ambulance standby crews are on a call and additional personnel are needed, the employees on Engine Crew standby, if qualified, shall be given the first opportunity to take the call.

- C. At the discretion of the Chief, employees signed up on Standby who fail to respond to a call will not be compensated. Employees who standby as Safety Officer will be compensated.
- D. Employees shall be paid twenty four dollars (\$24) standby pay per twenty-four (24) hour shift, except that no standby pay shall be paid in the event that the employees are called in for an ambulance or fire call.
- E. In the event that more than four (4) employees wish to avail themselves for ambulance standby or three (3) employees for engine crew standby, a rotational method shall be used to provide equity among the employees.

- F. Employees may sign up for both standby lists, but shall only be assigned to one standby crew per day.

18.09 Kelly Days:

Kelly Days reduce the average work week of shift personnel from 56 to 53 hours per week to comply with FLSA.

Shift staffing shall exist at fourteen (14) person shifts with an eleven (11) person minimum staffing. There shall be one City "scheduled" Kelly Day (12 hours) every twenty seven day work cycle. Each employee shall have an individual twenty-seven (27) day cycle and shall receive the last twelve (12) hours of the initial twenty-seven (27) day cycle as time off and shall combine the first twelve (12) hours of the next cycle with the last twelve (12) hours of the employee's initial twenty-seven (27) day cycle for a total of twenty-four (24) consecutive hours off every fifty-four (54) days. Each employee's cycle shall begin and end at 1930 hours. Employees may trade these Kelly Days with other members consistent with the conditions set forth below. Trading of scheduled Kelly days shall be allowed between members of the same shift, regardless of rank, provided minimum staffing requirements are met. An employee may be allowed to trade twelve (12) hours, within their cycle, with an open Kelly Day position as long as scheduled leave does not cause an overtime situation. Trades shall have no financial impact on the City and the City has no obligation to employees regarding trades.

Kelly Days are not employee's days off as are vacation days or sick leave. Kelly Days are days on which an individual employee is not scheduled to work. Employees shall not report for work on their Kelly Days as part of a regularly scheduled work day. An employee does not "earn" a Kelly Day, therefore Kelly Days do not accrue or carry over when an employee is ill. Employees, in the case of illness, are simply sick on days they were not scheduled to work.

Shift employees will have six (6) "leave" days that facilitate a reduction in work hours from a 52.89 hour work week to a 50.13 hour work week. The City may buy back up to three (3) "leave" days (at straight time) per year. The City shall notify employees by October 15th of the preceding year of the number of "leave" days that will be bought back in the next year. Buy backs will be completed no later than the January payroll of the year they are received.

ARTICLE 19 - VACATIONS

19.01 The vacation year and the work year shall run from 0730 January 1 to 0730 January 1 of the following year. At the beginning of each vacation year, employees become eligible to use vacation and holiday compensatory time earned during the previous work year.

19.02 Vacation accrual for the forty (40) hour work week:

- A. New full-time employees working less than twelve (12) months will earn vacation accrual

based on the number of days they worked in the year. See definitions section for calculation formula.

- B. On completion of 12 through 59 months of continuous service, 80 hours per year.
- C. On completion of 60 months through 119 months of continuous service, 120 hours per year.
- D. On completion of 120 months through 179 months of continuous service, 160 hours per year.
- E. On completion of 180 more months of continuous service, 200 hours per year.

19.03 Vacation Accrual for Fifty (50) Hour Work Week:

- A. New full-time employees working less than a full year earn vacation accrual based on the number of days they worked in the year. See definitions section for calculation formula.
- B. On completion of 12 through 59 months of continuous service, 120 hours per year.
- C. On completion of 60 through 119 months of continuous service, 180 hours per year.
- D. On completion of 120 through 179 months of continuous service, 228 hours per year.
- E. On completion of 180 months or more of continuous service, 276 hours per year.

19.04 Vacation Accrual for Terminating and Transferring Personnel

- A. An employee who does not complete their full work year shall receive a prorated amount of their earned vacation for each month of continuous service in the terminating work year (see definitions section for calculation formula) and shall receive holiday compensatory time for all holidays falling within the months worked of the terminating work year.
- B. For all personnel transferred from a 50 hour work week to a 40 hour work week, the following formula shall be used to determine the number of vacation hours to be transferred:

The vacation hours earned on a 50 hour shift shall be multiplied by 0.8 to determine accrued hours on a 40 hour shift.

For all personnel transferred from a 40 hour work week to a 50 hour work week, the following formula shall be used to determine the number of vacation hours to be transferred:

The vacation hours earned on a 40 hour shift shall be multiplied by 1.25 to determine hours available on a 50 hour shift.

19.05 Vacation Selection

- A. For the purpose of choosing vacations, a list of the firefighting force, by seniority, by shift, shall be made and published no later than November 15. Employees working a forty (40) hour work week shall be on a separate list.
- B. On each shift, up to three (3) fifty (50) hour employees may be scheduled off for any combination of work week hour reduction leave, vacation and or Kelly Day use. Triple pick work week hour reduction leave and/or vacation days, exclusive of Kelly Days, may be provided as necessary.
- C. At least three paramedics and two officers must be scheduled on each shift at the time of vacation selection. Those numbers may be adjusted, up or down, by the Fire Chief depending on the staffing needed by October 31st of the preceding year.

19.06 Vacations may be taken in parts; provided individuals wishing to schedule less than a twenty-four (24) hour increment of vacation shall have the approval of the Fire Chief, and further provided, individuals scheduling more than one (1) twenty-four (24) hour shift of vacation at one (1) pick shall schedule that vacation on consecutive shifts.

19.07 On a voluntary basis, fifty (50) hour employees may once each calendar year, request cash in lieu of earned vacation in an amount not to exceed ninety-six (96) hours (forty (40) hours for forty hour employees) times their current annual hourly rate of pay. Requests for cash-out must be made by October 31 of each calendar year.

Local 404 members will notify the City by October 31st each year of their request to sell vacation in the next year. Members may request to sell vacation after October 31st with the approval of the Chief.

At year-end, the city will automatically cash-out any partial vacation hours less than 12 hours for shift personnel that are not scheduled. This cash-out is in addition to the employee's request to sell vacation hours up to the ninety-six (96) hours maximum allowed.

19.08 Forty hour personnel shall be allowed to carry over a maximum of eighty (80) hours of vacation time each year.

ARTICLE 20 - HOLIDAYS

20.01 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 Union.

20.02 The following shall be paid holidays for all employees covered by this agreement:

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

20.03 Regular employees assigned to 24 hour shift work shall be compensated for holidays in the following manner:

Full-time employees shall accrue a total of one hundred and twenty (120) hours of holiday compensatory time annually. All holiday compensatory time shall be available for use following the year accrued. Employees not working the full year shall receive holidays based on the number of days they worked in the year. See definitions section for calculation formula.

Forty hour personnel will receive thirty-two (32) hours of floating holidays annually and shall be expected to take the other holidays specified in this contract off as compensation. Floating holidays are used during the calendar year they are received. Forty hour personnel may use their allocated floating holiday hours in increments of fifteen (15) minutes. New full-time personnel assigned to forty hour shift working less than twelve (12) months shall be granted floating holiday allotment based on the number of days they worked in the year. See definitions section for calculation formula. Should a 40 hour employee be required to work a holiday, they shall receive compensation for the day in accordance with Article 18.02. Holidays shall be defined as eight (8) hours.

20.04 Employees who are scheduled to work and fail to report for work on a paid holiday or on the next regularly scheduled shift or work day immediately following the holiday, shall not be compensated for the holiday unless the absence is for a reason satisfactory to the Fire Chief. Satisfactory reasons shall include, but not be limited to, a bona fide use of sick leave, disability leave or any authorized paid leave.

20.05 For those employees working a forty (40) hour work week, the following shall apply: 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.

Any holiday which occurs during the vacation of a 40 hour employee shall not be counted against vacation leave time.

20.06 Persons assigned to a 40 hour work week shall be allowed to carry over to the following year any compensatory time earned and not paid out until they return to the 50 hour shift schedule. This will ensure the employee returns to shift work with a full complement of time off. At the discretion of the employee, the number of hours earned on a 50 hour work week may be converted to a forty hour work week and used within the calendar year of assignment change.

ARTICLE 21 – AUTHORIZED LEAVES AND LIMITED DUTY ASSIGNMENT

21.01 Sick Leave

A. Uniform Shift Personnel under LEOFF II

Uniform shift personnel under LEOFF II shall receive nine (9) shifts of accrued sick leave at the time of employment. New employees shall not accrue additional sick leave through their first twelve (12) months of employment. Following the initial twelve months of trial service, shift personnel shall accrue eighteen (18) hours of sick leave per month with accumulation up to one thousand, four hundred and forty (1440) hours. Upon reaching 1440 hours of accrued sick leave, the accrual rate shall decrease to twelve (12) hours per month.

On an annual basis, all uniform shift personnel under LEOFF II shall be paid for sick leave hours in excess of 1440 hours at a rate of twenty-five percent (25%) of base hourly pay. If there is no cash out, the accrual rate will increase to or remain at eighteen (18) hours per month. If an employee is accruing twelve (12) hours per month and their sick leave balance drops below one thousand (1000) hours during the year, the accrual rate shall be increased to eighteen (18) hours starting the month following the drop below one thousand (1000) hours.

B. Uniform Staff (40 Hour) Personnel under LEOFF II

Uniform staff (40 hour) personnel under LEOFF II shall receive ninety-six (96) hours of accrued sick leave at the time of employment. New employees shall not accrue additional sick leave through their first twelve (12) months of employment. Following the initial twelve months of trial service, staff personnel shall accrue eight (8) hours of sick leave per month.

Staff (40 hour) employees only 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 1,120 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.

C. As of December 31st of each year employees who have accumulated 1,120 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.

D. Employees shall notify the on-duty shift officer (or the supervisor for forty (40) hour personnel) of reasons for their absence at least one-half (½) hour prior to the start of the regular work shift. The employee shall notify the on-duty shift officer of their availability to return to work as soon as possible after recovery from illness or disability, however, in no case less than one hour prior to returning to work.

E. Employees on disability leave or sick leave shall keep the Fire Chief or his designee informed of their condition and availability for work.

F. Employees who terminate service, other than involuntary discharge, after completing ten (10) years of continuous 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.

G. In the event of death in the line of duty, the employee's accrued sick leave will be exchanged for pay at the rate of 100% of the employees' current base pay.

H. Sick leave shall be granted in accordance with City policy as follows:

1. 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.
2. 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.
3. 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.

4. Absences covered by the Domestic Violence/Sexual Assault/Stalking leave policy.

Definitions for the purpose of this article are located in the Glossary.

I. 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 work days. Verification of sick leave taken under the domestic violence law will be in accordance with City policy.

21.02 Non-Medical Leave without Pay

A. Leave of absence without pay may be granted an employee for good and sufficient reasons after appropriate annual leave and/or holiday leave has been exhausted (sick leave shall be exempt and not applicable to this Article.) The employee shall not accumulate seniority during such absence. The leave shall not exceed twelve (12) months. An employee returning from a leave of absence without pay shall contact the Fire Chief by telephone or in person not less than forty-eight (48) hours or more than thirty (30) calendar days before the end of the scheduled leave of absence.

B. A request by the employee for time off or an extension of a leave without pay may be granted by the City upon written application from the employee. Such application must be made at least fourteen (14) days in advance.

21.03 Union Business

A. Any employee, but not more than one (1) at a time, who accepts an official position with the Union may be granted a leave of absence without pay not to exceed one (1) year upon written application of such employee to the City. Approval of such leave shall be at the discretion of the Fire Chief after considering the needs of the department. The provisions of Section 21.02 B shall apply to this type of leave.

B. A Union member shall not be denied trading rights in order to attend to Union business upon the condition there is no cost to the City. The Union member shall arrange to have another employee exchange shifts, according to the present shift exchange article.

C. Time spent by the employee on Union business except during the employee's regularly scheduled shift shall not be considered hours worked for purposes of pay and benefits except time spent for mutually beneficial business that is judged under FLSA as compensable time.

D. The Union shall be allowed leave with pay for such time as may be necessary for designated Union Officials to be used for face-to-face negotiations and grievance matters. Union officers or their designee may take union leave when two principal union officers have signed a leave request for said time off. This leave may be granted even if overtime staffing is required to cover it. Scheduling approval of the Chief must be obtained.

21.04 Emergency Leave

A. Emergency conditions shall exist when:

A sudden, unexpected and life threatening situation arises, or; illness requiring hospital confinement.

These situations, when applied to the spouse, child of an employee, parent, grandparent, and equivalent step relatives of either the employee or employee's spouse, or member of the family, regardless of the relationship residing at the time in the household of the employee, shall be criteria for emergency leave, and the employee shall receive, without loss of pay, a maximum of three (3) consecutive scheduled shifts for 50 hour personnel or eight (8) consecutive work days off for 40 hour personnel.

Emergency leave shall cease when the life threatening situation no longer exists or the person is discharged from the hospital.

A physician's statement is required to certify the emergency conditions.

B. In the event three (3) shifts for 50 hour personnel or eight (8) consecutive days for 40 hour personnel are not enough, sick, compensatory, or vacation leave may be taken for any emergency meeting the criteria within Emergency Leave, Section A.

21.05 Unpaid Holidays for Reasons of Faith or Conscience

- A. Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.
- B. The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with and subject to approval of his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on the days he or she has selected unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety.
- C. The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

21.06 Bereavement Leave

A. All requests for paid bereavement leave must be submitted in writing to the Fire Chief for approval. It is the intention of the parties to this agreement that employees who take such leave actually be attending the funeral of the member of the immediate family and/or have to attend to pre- or post-burial "matters" including mental or personal adjustments.

The parties agree that under this interpretation, the test is whether the "matter" the employee is engaged in involves adjustments to the relative's death. Thus, matters such as settling the estate, comforting relatives or attending counseling are included in matters involving mental or personal adjustment and are covered by this bereavement leave provision. If the matter is unrelated to the relative's death, as is outside employment or recreation, employees engaged in such activities shall not be entitled to bereavement leave.

B. For forty (40) hour week personnel - Up to ten (10) consecutive eight (8) hour days of bereavement leave shall be granted in the event of a death of a spouse or child. Up to five (5) consecutive eight (8) hour days of bereavement leave shall be granted in the event of a death of a parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, and equivalent step relatives of either the employee or employee's spouse, or members of the family, regardless of the relationship residing at the time in the household of the employee.

C. For fifty (50) hour week personnel - Up to six (6) consecutively scheduled twenty-four (24) hour shifts of bereavement leave shall be granted in the event of the death of a spouse or child. Up to three (3) consecutively scheduled twenty-four (24) hour shifts of bereavement leave shall be granted in the event of a death of a parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, and equivalent step relatives of either the employee or employee's spouse, or members of the family, regardless of the relationship residing at the time in the household of the employee.

D. Use of bereavement leave shall not exceed six (6) shifts or ten (10) days annually.

21.07 Paternity Leave

For twenty-four (24) hour personnel - All requests for paternity leave without loss of pay must be confirmed in writing. Eligible employees shall receive seventy-two (72) hours of paid leave as paternity leave each year. Paternity leave may not carry over from one year to the next year.

For forty (40) hour personnel - All requests for paternity leave without loss of pay must be confirmed in writing. Eligible employees shall receive eighty (80) hours of paid leave each year. Paternity leave may not carry over from one year to the next year.

21.08 Pregnancy/Childbirth Disability Leave

Pregnancy/Childbirth Disability leave is leave granted an employee for the period of disability

related to pregnancy and childbirth. The time taken as Pregnancy/Childbirth Disability leave is considered an off-the-job disability until the employee's physician releases her return for work.

Paid Leave: Pregnancy/Childbirth Disability leave may be charged to the employee's accrued sick, vacation, or compensatory leave. The City will continue its contribution towards the employee's health care insurance as long as the employee remains in paid status. Should the employee go on a leave of absence without pay, the employee would be responsible for both the City and employee's portion of the health care premiums, except if the employee is on Family and Medical Leave in which case the City will pay its portion of the insurance premium for a maximum of 12 weeks.

For twenty-four (24) hour personnel - Eligible employees shall receive seventy-two (72) hours for Pregnancy/Childbirth Disability leave at the time of the beginning of labor and any remaining time taken as the result of labor or delivery may be charged against the employee's sick, vacation, or compensatory leave at their option.

21.09 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. Such paid leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

21.10 Limited Duty Assignment

It is recognized that the duties of a firefighter are sometimes dangerous and often physically arduous with exposure to smoke and hazardous materials. It is also impossible to predict when circumstances arise which will pose a risk to firefighters. While it is understood that such dangers are inherent in the position of firefighter, the dangers create a special risk to pregnant firefighters and their fetuses. The NFPA urges firefighters to be aware of the additional risk posed to pregnant firefighters. In order to reduce this risk, the following policy is enacted to reduce physical hazards placed on pregnant firefighters:

1. **Qualifications:** Only firefighters who work with the City when it is identified that they are unable to perform the essential job duties of a suppression position due to pregnancy or a pregnancy related medical condition are eligible to participate in the limited duty due to pregnancy assignment program. Appropriate medical documentation may be required. Participation is mandatory for firefighters that are medically confirmed to be unable to perform the essential job duties of a suppression position due to pregnancy or a pregnancy related medical condition. The City of Walla Walla Fire Department reserves the right to delay acting on a request to participate for one week.

2. **Temporary Assignment:** A pregnant firefighter will be temporarily reassigned to a non-suppression position in either the Fire Prevention or Administration offices. The firefighter will

be reassigned to a forty hour work week uniform staff position.

3. Length of Temporary Assignment: The assignment shall last for the duration of the employee's pregnancy or pregnancy related disability period. The employee shall be required to submit to the City a return to work release from her health care provider prior to reinstatement to her regular duties. The City retains the right to require that the employee submit to an evaluation by a physician of the City's choice. In the event of a disagreement between the employee's physician and the City's physician regarding the employee's fitness to return to full duty, the determination of an independent physician selected by the employee and the City shall prevail.

4. Relation with other benefits: Participation in the limited duty due to pregnancy assignment program does not affect a firefighter's eligibility for sick leave, FMLA leave, pay, seniority, leave accrual, or other benefits. Any trial service period in which the firefighter is on at the time of the pregnancy assignment will be extended by the length of the special assignment.

21.11 Light Duty

Personnel who are temporarily unable to perform the essential functions of their position may be offered a light duty assignment at the discretion of the Chief depending on the availability of light duty work. The light duty assignment may be for up to a three-month period with the option for an additional three-month extension. Personnel assigned to light duty will not have their Vacation, Sick, Leave Day, Holiday, and Kelly Days adjusted for the first three months. Nothing in this section limits the City's obligation to accommodate members, who have temporary or permanent disabilities under federal and state law.

ARTICLE 22 - TRANSFER OF PERSONNEL

22.01 Attempts shall be made to allow personnel to remain on regular shifts. In the event of a transfer of personnel from one shift to another, employees shall receive a minimum of forty-eight (48) hours' notice prior to a Department initiated transfer, except in the case of a Department emergency. Compensation due to time loss resulting from said transfers shall comply with the appropriate section of the Fair Labor Standards Act.

ARTICLE 23 - SHIFT EXCHANGE

23.01 Employees shall have the right to exchange up to three (3) consecutive shifts with other Department personnel of one rank above, equal to, or one rank below their current rank. Exchanges shall be approved under the following conditions:

A. Such exchanges shall result in no additional cost to the City, including out-of-position pay.

- B. Exchanges must have the approval of the Shift Officer, except that officer trades must have the approval of their immediate supervisor. Trades above or below an employee's rank may be approved by the Shift Officer if the tradee is on the current Civil Service list for that position. Trades above or below an employee's rank with members not on the current Civil Service list must be approved by the Chief. Approval of one side of a trade guarantees approval of the opposite side. The City shall make every attempt to maintain a current Civil Service list for all positions other than Captain to facilitate trades between qualified persons.
- C. The employee agreeing to the exchange (the tradee) assumes responsibility for that shift.
- D. In the event the responsible employee fails to work the exchanged shift, excepting approved sick leave, 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 and out-of-position 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 Fire Chief and the employee; otherwise the time owed shall be assigned by the Fire Chief.

The City shall accept accumulated vacation hours in payment for trade back hours owed if the individual so chooses.
- E. Exchanges in excess of three consecutive shifts require the advance approval of the Fire Chief.
- F. All shift exchanges shall be made and documented in accordance with rules and procedures approved by the U.S. Department of Labor as far as they may affect hours worked under the FLSA.

ARTICLE 24 - EDUCATION AND TRAINING

24.01 The City shall pay for books and tuition upon satisfactory completion of employment related educational courses. These courses must receive the Fire Chief's prior approval.

Courses taken at any college, university, business or technical school, or courses given by a recognized correspondence school shall be approved if funds are available, if the request for a class is made within one week following the start of class, and when the courses are:

- A. Related to employee's present position in the City, or;
- B. Related to employee's potential development with the City, or;

C. Part of a program leading to a degree related to employee's present position or potential for development.

24.02 The City agrees to be responsible for the costs of travel for previously approved out-of-town training.

24.03 Employees earning an associate, bachelor or higher degree in any field shall receive additional education incentive pay added to their monthly base salary as follows:

Completion of AA	2%
Completion of BA or higher degree	4%

(The above education incentive pay is not cumulative.)

24.04 Payback of Paramedic Certification Costs. Employees who obtain paramedic certification while employed by the City shall, in the event of early, voluntary termination of their employment or termination for just cause, reimburse the City as per the following schedule for the actual documented training costs incurred:

<u>*Period Following Certification</u>	<u>Amount Due to the City</u>
One (1) Year	100%
Two (2) Years	75%
Three (3) Years	50%
Four to Five (4-5) Years	25%
After Five (5) Years	0%

* Period to commence on the day following date of certification.

These amounts as applicable shall be due and payable to the City from the final paycheck received by the affected employee or from the employee's own funds, prior to separation of employment.

Personnel who agree to attend paramedic education program classes at the City's expense toward obtaining Paramedic certification and during the course of the training program chooses to discontinue or drop out of the program, will be liable for repayment of all costs associated with tuition, books, and supplies to the City.

24.05 Maintenance of Paramedic Certifications: As a condition of employment with the City of Walla Walla, employees who are hired after March 1, 2004 and are currently certified or are expecting to be certified as a paramedic within four months of the completion of their paramedic educational program shall maintain that certification for a period of not less than six (6) years beginning from their date of hire. Failure to achieve certification within the four month period may be grounds for dismissal.

24.06 Personnel who meet the requirements of Article 24.05 are required to attend Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) for recertification training by the State of Washington, the Walla Walla Fire Department, or the Walla Walla County Medical Program Director. Employees shall be compensated \$200 per class if the training class is taken during non-duty hours if the employee is not compensated with overtime for attending the class(es).

ARTICLE 25 - JURY DUTY/COURT APPEARANCES

25.01 Employees required to serve as jurors for any court of record shall be granted leave without loss of pay, provided that the employee returns to the City compensation received for jury duty; the employee shall retain all reimbursement for expenses. The above applies only on the employees regularly scheduled shifts or days.

25.02 Employees assigned to a shift schedule who are required to report for jury duty shall report for work after jury duty if jury duty is over before 6:00 p.m. and the employee does not have to report back to jury duty the following day.

25.03 Employees required to attend court on behalf of the City on a non-duty day for job related cases shall be compensated at the overtime rate of one and one-half (1½) times their normal rate of pay.

ARTICLE 26 - OUT OF POSITION/EMT/FIRE INSPECTOR/ TRT/SCBA/PARAMEDIC/ENGINEER PAY

26.01 Whenever the position of Fire Engineer or Captain is vacated, or there are less than two Lieutenants on duty, due to vacation, sickness, disability or authorized leave, a qualified employee shall fill the vacancy; provided, however, that if an employee does not perform the duties they shall not receive out of position pay.

26.02 Out of position pay shall consist of five percent (5%) above the employee's regular hourly rate of pay plus all FLSA defined premiums. Should a firefighter fill the position of Lieutenant, they shall receive ten percent (10%) above their regular hourly rate of pay plus all FLSA defined premiums.

26.03 Employees receiving the assignment for twelve (12) hours or more in a pay period shall be compensated according to the formula stated above. Otherwise, no out of position pay shall be granted.

26.04 Assignment shall be made on, and from, the affected shift in the following order:

- A. Civil Service eligibility list for:
 - 1. Fire Engineer
 - 2. Lieutenant
- B. Acting Captains shall be selected at the Chief's discretion; however, it is agreed that the Chief shall strive to rotate such assignments in an effort to ensure Captain experience.
- C. The City shall conduct Fire Engineer and Fire Lieutenant promotional exams on alternating years. Upon mutual agreement between the Union and the City, a promotional exam for Fire Engineer or Fire Lieutenant may be conducted in off-years. A Captains test shall be given only when the City Management requests.
- D. If the list is expired, appointments shall be made from the expired list until a new list is established.
- E. If no one on the affected shift is on the current list, the Chief shall make the assignment.

26.05 Base pay for all employees shall be increased according to the following schedule:

EMT Basic - 1% of the top step (Step F) firefighters pay added to base monthly salary.

I.V. Tech - 1% of the top step (Step F) firefighters pay added to base monthly salary.

This is inclusive of all ranks and positions other than those individuals receiving paramedic compensation. Employees hired after January 1, 1991, are not eligible for the EMT Basic pay as certification is a condition of employment.

All ranks other than firefighter/paramedic who maintain status as a paramedic shall receive 5% of their base pay added to their base pay.

26.06 Personnel assigned to the Prevention office will receive their regular hourly rate of pay until achieving their Certified Fire Inspector-1 (CFI-1) certification. Upon receiving their CFI-1 certification, the employee shall be compensated at 5% of their regular hourly rate of pay through their assignment to the Prevention office. Upon receiving their CFI-2 certification, the employee shall be compensated at 10% of their regular hourly rate of pay through their assignment to the Prevention office.

26.07 Technical Response Team - Technical Response Team members with Hazardous Materials (specialist level - weeks three and four), and one technical rescue certification or, three or more certifications in technical areas to include but not limited to, Hazardous Materials (technician level - weeks one and two), High-Low Angle, Swift Water, Structural Collapse, and Confined Space, shall receive an additional 3% of top firefighter pay (Step F).

26.08 SCBA Technician - Certified SCBA technicians (up to three (3) in WWFD) shall receive 3% of top firefighter base pay (Step F). The City may, as an alternative to this premium pay, obtain this service from outside the department should it be economically and operationally feasible.

26.09 Paramedic/Engineer

If a paramedic promotes into a vacant Engineer position and continues to maintain their paramedic certification they will remain in the Paramedic salary range structure. At such time as they fail to maintain their paramedic certification they will move to the appropriate level in the Engineer salary range structure.

ARTICLE 27 - SALARIES AND PAYDAYS

27.01 Pay checks shall be issued to the employees by the 3rd business day, excluding Saturdays, Sundays and legal bank holidays, of each month following the pay period. The above shall not apply beyond the normal control of the City.

Both parties agree to a re-opener on Payroll and Paydays to negotiate the impact of the implementation of the MUNIS Financial ERP system once the City presents a written proposal.

27.02 The base salaries of employees covered by this Agreement in Appendix B shall be as follows:

1/1/2019	4%
1/1/2020	3%
1/1/2021	2%

The steps within a grade shall be based on the A step with a five (5) percent increase for each step, with the F step being the maximum for each range.

27.03 Step increases shall be given to employees at one year intervals from their original date of hire, promotion, or demotion.

ARTICLE 28 – DEFERRED COMPENSATION

28.01 The City will contribute up to a 3% match of the employees' base pay (excluding overtime, etc.) to deferred compensation.

28.02 Effective January 1, 2020, the City will contribute up to a 4% match of the employees' base pay (excluding overtime, etc.) to deferred compensation.

28.03 Effective January 1, 2021, the City will contribute up to a 4.5% match of the employees' base pay (excluding overtime, etc.) to deferred compensation.

ARTICLE 29 - LONGEVITY PAY

29.01 Employees shall receive the following additional monthly pay upon completion of:

Five (5) years of continuous service	\$35.00
Ten (10) years of continuous service	\$45.00
Fifteen (15) years of continuous service	\$55.00

Longevity pay shall not be extended to new employees hired on or after January 1, 1991. Employees hired after 10/1/77 and currently receiving longevity would continue to do so until such time as the certification incentives pay as specified in Article 24.03 exceeds their longevity level.

29.02 Paramedics shall receive the following monthly increase in base pay upon completion of:

Fourteen (14) years of continuous service as a paramedic ½% of top paramedic base pay (Step F).
Sixteen (16) years of continuous service as a paramedic 1% of top paramedic base pay (Step F).
Eighteen (18) years of continuous service as a paramedic 1½% of top paramedic base pay (Step F).

ARTICLE 30 - UNIFORMS AND PROTECTIVE CLOTHING

30.01 The City agrees to furnish uniforms, protective clothing, rubber boots, turnouts, coats, bunkers, helmets, gloves and any other special protective clothing or device that the Fire Chief may deem necessary. Uniforms, protective clothing, etc., as stated above shall meet the requirements and provisions of the Washington Industrial Safety and Health Act.

ARTICLE 31 - HOUSEHOLD EQUIPMENT

31.01 The City shall furnish cooking and eating utensils, and other basic essentials utilized in the kitchens within the stations operated by the Walla Walla Fire Department. This is not to exclude any other services now furnished by the City.

31.02 Subject to the discretion of the shift officer, personnel may leave the station on Department apparatus for food and supplies.

31.03 All shift personnel shall be required to eat meals on the job and shall not be allowed to go home for meals while on duty.

ARTICLE 32 – STATE MOBILIZATION AND CONTRACT FIRES

32.01 Involvement in any State mobilization or contract fire is strictly voluntary; no employee will be required to participate in a state mobilization that occurs outside of the City limit boundaries or the boundaries of any mutual/automatic aid area entered into by the City.

32.02 If an employee elects to take an assignment on a state mobilization or contract fire, the employee will remain a City of Walla Walla employee and agrees to be compensated only for the hours worked as defined by the most current Washington State Fire Services Resource Mobilization Plan. The employee will be placed on a 40-hour work schedule during the mobilization. Employees who are released from a mobilization assignment and are scheduled to work a regular 24-hour shift in the department, must return to work upon release or may use accrued leave to complete their assigned 24-hour shift.

32.03 The City reserves the right to approve or disapprove any employee's request to participate in any state mobilization or contract fire.

ARTICLE 33 - SEPARABILITY AND SAVINGS

33.01 If any portion of this Agreement should be declared inoperative, unconstitutional or in violation of Federal, State, or Municipal statutes, the remainder of the Agreement shall remain unchanged and in full force and effect.

33.02 If any portion of this Agreement which has been mandated by State or Federal laws is determined by the State Supreme Court or the U.S. Supreme Court to be unconstitutional or invalid, that portion of the Agreement shall no longer remain in effect.

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

ARTICLE 34 - DURATION

34.01 This Agreement shall be in effect as of the 1st day of January 2019, and shall remain in full force and effect through the 31st day of December 2021; however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HAND AND SEAL ON THIS 24th TH DAY OF JANUARY 2020.

For the Firefighter's Union:



For the City of Walla Walla:



City Manager

Attest:



City Clerk

GLOSSARY

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

Accident: Accident means an occurrence involving the employee which results in (1) a fatality; (2) bodily injury to 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 \$5,000 or more; 4) the employee cannot be completely discounted as a contributing factor to the accident; or, in addition for motor vehicle accidents 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.

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

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 of and acceptance by a person to a position in accordance with the provisions of the Personnel Policy Manual or applicable labor agreement.

Armed Forces: Includes the Army, Navy, Marine Corps, Coast Guard, Air Force and their auxiliaries.

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

Call Back: When an employee is called in to work during non-scheduled work time.

Carry Over: When an employee is required to stay beyond a regular scheduled work shift.

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

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/or responsibilities, lower qualifications, and/or lower maximum rate of pay.

Department 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 cause and may include discharge, demotion, reduction in salary, official reprimand, suspension or disciplinary probation either individually or in combination.

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 (50 hours for fire shift personnel) a week, in a budgeted position who has successfully completed their trial service period, and has been retained according 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 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 for by this agreement.

C. **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.

D. **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.

E. **Exempt Employee:** A person in a position or classification that is exempt from the provisions of the Fair Labor Standards Act as an executive, administrator, or professional as determined by the City Manager.

F. Covered Employee: A person in a position or classification that is covered by the provisions of the Fair Labor Standards Act as determined by the City Manager.

Employee Performance Rating: An evaluation of the quality and quantity of work performed, and other characteristics which shall be considered in rating and reporting the ability, performance and efficiency of the respective employee and the value of the employee to the City Service. Ratings shall be made annually or at more frequent intervals, as deemed necessary by the department manager.

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.

Fire Chief: Any reference to the Fire Chief shall be construed to refer to the Fire Chief or his/her designee.

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 or this agreement.

Hours of Work:	Regular hours:	Daily	8 hours
		Weekly	40 hours
		Annually	2080 hours
	Shift hours:	Weekly	50.13 hours*

*Calculation to determine number of weekly shift hours:

56 = work week hours that are adjusted by the Kelly Days

$56 - 3.11 \text{ hours} = 52.89$

Kelly Day hours per week $6.76 (24 \text{ hr}) \text{ cycles} = 162.24 \text{ hrs}$ $162.24 \div 52.18 = 3.11 \text{ hrs}$

Leave Day hours per week

$6 \text{ days} \times 24 \text{ hrs} = 144$ $144 \div 52.18 = 2.76$

$52.89 \text{ hours} \text{ minus } 2.76 = 50.13 \text{ hrs week}$

Annually $[50.13 \text{ work week hours} \times 52.18 \text{ weeks} = 2616 \text{ hours}]$

Overtime hours: Any hours worked in excess of the employee's regular work week for 40 hour employees or in excess of the employees' regular week for shift employees.

Immediate Family: The spouse, children and parents of either spouse or the following relatives that are living in the same household as the employee: legal guardians, brothers, sisters, grandparents, grandchildren of either spouse and spouses.

Just Cause: A substantial shortcoming which renders continuance in office or employment in some way detrimental to the discipline and efficiency of the service.

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 the reverse order of layoff, 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 Article 12 this agreement.

Leave Hours Calculation Method: New full-time employees working less than 12 months shall have their vacation and holiday accrual calculated using the following formula: Number of days worked divided by the number of days in the calendar year times the accrual rate. Example: $180/365 \times 80 = 39.45$ hours of vacation hours.

Military Duty: Training and service performed by an inductee, enlistee, reservist or any entrant into a component of the armed forces of the United States.

Official 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.

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

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: The plan that classifies each position and establishes the ranges that are approved by the City Council.

Trial Service Period: A working test period of at least twelve (12) months during which a newly appointed employee is required to demonstrate their fitness for the duties of the position to which they are appointed by actual performance of those duties. Trial service periods may be extended for a period up to 6 months.

Promotion: A change in employment status to a position in a higher class with a higher rate of pay and more responsible duties. Promotional appointments are conditional and subject to a trial service period from the time of appointment. The trial service period is for a minimum of six (6) consecutive months of actual service. The City Manager, upon written request from the department director, may grant an extension of the trial service period up to a maximum of six (6) additional months. The completion of trial service means that the employee has been appraised and found capable of meeting the performance expectations of the position during the trial service period.

Promotional List: A list of names of employees who have been found qualified for promotion to a higher position or positions.

Retirement: When an employee meets the requirements of his/her 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 Agreement, shall and may have the following meanings. SHALL is mandatory and MAY is permissive.

Shift: The work shift shall be a twenty-four (24) hour period from 0730 to 0730 the next day as further described in Appendix A. The term shift shall apply to all employees working an average fifty point one six (50.16) hours per week.

Sick Leave: Time allowed to an employee for illness. Other paid time off (i.e., vacation, compensatory and personal holidays) can be substituted for sick leave if the employee chooses. The sick leave day shall be defined as twelve (12) hours for all personnel working a fifty hour work week. The employees working a forty (40) hour work week shall consider eight (8) hours as a sick day.

Spouse: A husband or wife, as the case may be.

Standby: Those Fire and Ambulance employees as provided in Article 18.08 to be available through a pager or the Emergency Dispatch Center for immediate duty.

Structured Work Hours: Set number of hours in a shift in which training, maintenance and other scheduled or required work shall be performed.

Supervisor: The employee designated by his/her superior to oversee the work of other employees within the same department.

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 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 Directors 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, or a change of one employee from one shift to another, within the same job classification.

Unauthorized Leave of Absence: Failure to notify the supervisor in advance or failure to report for work at the beginning of his/her next regularly scheduled working period or for all or any portions of a day which notice has not been provided.

APPENDIX A

Shift Schedules

Day #	1	2	3	4	5	6	7	8	9
Shift Working	A	C	A	B	A	B	C	B	C
Day #	10	11	12	13	14	15	16	17	18
Shift Working	A	C	A	B	A	B	C	B	C
Day #	19	20	21	22	23	24	25	26	27
Shift Working	A	C	A	B	A	B	C	B	C

APPENDIX B

I.A.F.F. Local 404 Fire Salary Schedule

2019

<u>Position</u>	<u>Grade</u>	<u>Step A Entry</u>	<u>Step B 1Yr</u>	<u>Step C 1Yr</u>	<u>Step D 1Yr</u>	<u>Step E 1Yr</u>	<u>Step F 1Yr</u>
Firefighter	97(F)	5016	5267	5530	5807	6097	6402
Engineer	102(F)	5267	5530	5807	6097	6402	6722
Paramedic	108(F)	5718	6004	6305	6620	6951	7298
Lieutenant	114(F)	5894	6189	6498	6823	7164	7522
Captain	120(F)	6270	6584	6913	7259	7621	8003

Note: Per collective bargaining agreement if a paramedic is promoted to the position of Engineer and they maintain their paramedic certification, they will continue to be paid in the paramedic salary grade. See Article 26.09

The City will maintain the following difference between the top step Firefighter and:

Engineer - 5%

Paramedic - 14%

Lieutenant - 17.5%

Captain - 25%

I.A.F.F. Local 404 Fire Salary Schedule

2020

<u>Position</u>	<u>Grade</u>	<u>Step A Entry</u>	<u>Step B 1Yr</u>	<u>Step C 1Yr</u>	<u>Step D 1Yr</u>	<u>Step E 1Yr</u>	<u>Step F 1Yr</u>
Firefighter	97(F)	5167	5425	5696	5981	6280	6594
Engineer	102(F)	5425	5696	5981	6280	6594	6924
Paramedic	108(F)	5890	6184	6494	6818	7159	7517
Lieutenant	114(F)	6071	6374	6693	7028	7379	7748
Captain	120(F)	6458	6781	7120	7476	7850	8243

Note: Per collective bargaining agreement if a paramedic is promoted to the position of Engineer and they maintain their paramedic certification, they will continue to be paid in the paramedic salary grade. See Article 26.09

The City will maintain the following difference between the top step Firefighter and:

Engineer - 5%

Paramedic - 14%

Lieutenant - 17.5%

Captain - 25%

I.A.F.F. Local 404 Fire Salary Schedule

2021

<u>Position</u>	<u>Grade</u>	<u>Step A Entry</u>	<u>Step B 1Yr</u>	<u>Step C 1Yr</u>	<u>Step D 1Yr</u>	<u>Step E 1Yr</u>	<u>Step F 1Yr</u>
Firefighter	97(F)	5270	5533	5810	6101	6406	6726
Engineer	102(F)	5533	5810	6101	6406	6726	7062
Paramedic	108(F)	6008	6308	6624	6955	7303	7668
Lieutenant	114(F)	6192	6502	6827	7168	7527	7903
Captain	120(F)	6587	6917	7263	7626	8007	8408

Note: Per collective bargaining agreement if a paramedic is promoted to the position of Engineer and they maintain their paramedic certification, they will continue to be paid in the paramedic salary grade. See Article 26.09

The City will maintain the following difference between the top step Firefighter and:

Engineer - 5%

Paramedic - 14%

Lieutenant - 17.5%

Captain - 25%