LABOR AGREEMENT

between

THE CITY OF WALLA WALLA

and

THE WALLA WALLA POLICE GUILD

January 1, 2019 through December 31, 2021

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THE CITY OF WALLA WALLA

and

THE WALLA WALLA POLICE GUILD

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 Police Guild, hereinafter referred to as the "Police Guild," to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this document is to establish the wages, hours and working conditions for said Police Guild's bargaining unit for the term herein below provided.

1.02 Personnel Policy: The Personnel Policy of the City, as it now exists or may hereafter be amended by the City Council, shall govern except where in conflict with specific terms of this Agreement. The City shall provide the Guild President with written notification of any proposed changes to the Personnel Policy at least sixty (60) days prior to adoption by the City Manager.

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

ARTICLE 2 - RECOGNITION

2.01 The City recognizes the Police Guild as the exclusive bargaining representative for all uniformed/commissioned personnel of the Walla Walla Police Department excluding the Police Chief, Captains, Non-sworn Supervisors, and confidential employees.

ARTICLE 3 - MANAGEMENT RIGHTS

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

3.02 The management of the City and direction of the working forces, including the right to hire, retire, discipline, suspend or discharge for just cause, to assign, to transfer employees within the Bargaining Unit, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules of operations and the methods, process, and means of operation or handling and to adopt and enforce reasonable rules governing the conduct of the employees are vested exclusively in the City provided this shall not be used for the purposes of discrimination against any employee or to avoid any of the provisions of this Agreement.

3.03 Exclusive Rights: The City has the exclusive right under this Agreement, to discontinue any part of its operations, transfer work from the bargaining unit and close down an operation, establish new jobs, and eliminate or modify any job classification in accordance with the provisions of this Agreement subject to the Guilds right to bargain the impacts of these decisions. Employees displaced from jobs as a result of the City's exercise of such right shall be laid off in accordance with the seniority provisions of this Agreement.

3.04 Decision Making Process: Changes in the department policies and procedures and City and department personnel policies that affect the Guild will be implemented in the following manner. Decisions are to be made in a collaborative process. If prior agreement with the Guild is not reached on a management decision, then the City will give the Guild ten (10) calendar days notice prior to implementing its decision. If the Guild has any concerns, the Guild responds within the same ten (10) days, and the City and the Guild then meet within ten (10) calendar days to reach consensus using the interest-based bargaining process. Operational decisions in response to unforeseen emergencies require no advance notification. Nothing prevents the Chief from bringing other decisions to this process.

ARTICLE 4 - MAINTENANCE OF MEMBERSHIP AND CHECK OFF

4.01 Dues Deduction: The employer shall deduct uniform Guild dues from the salary check each month of employees who are members of the Guild who have authorized such deductions in writing. The amounts deducted shall be transmitted within ten (10) days to the Guild. An employee may revoke his or her authorization for payroll deduction of payments to the Guild by written notice to the City. Every effort will be made 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. The City will comply with applicable requirements of RCW 41.56.037.

4.04 Indemnification: The employer shall not be held liable for good faith check-off errors but shall make proper adjustments with the Guild for errors within a thirty (30) day period. Provided the employer acts in good faith, the Guild shall indemnify, defend, and hold the employer harmless against any claims made and against any suit instituted against the employer by third parties as a result of the employer's enforcement of the above provisions, as a result of any check off errors, or as a result of the application of this Article.

ARTICLE 5 - GRIEVANCES

5.01 Policy: The parties recognize that to effectively accomplish the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employee are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a formal review. Accordingly, the following procedure is established to process such disputes as fairly and expeditiously as possible.

5.02 Exclusions from This Article:

1. Employees who seek to complain about discrimination, harassment, or retaliation in the work place should follow the complaint procedures set forth in the Personnel Policy Manual.

2. Employees who seek to complain about "improper government activity" should follow the complaint procedure set forth in the Personnel Policy Manual.

3. Employees who seek to appeal a matter to the Civil Service Commission should follow the appeal procedures set forth in the Civil Service Rules and Regulations.

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

5.04 Procedure: To be reviewable under this procedure a grievance must:

A. Concern matters or incidents that have occurred or are scheduled to occur.

B. Result from an act or omission by management regarding aspects of this Agreement over which the City has control.

C. Arise out of a specific situation, act or acts in violation of the terms of this Agreement and which result in inequity or damage to an employee.

D. Specify the relief sought which is within the power of the City to grant.

5.05 The following procedure shall be followed for processing grievances:

STEP 1 - Written Grievance to Shift Supervisor

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

STEP 2 - Written Grievance to Chief of Department

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

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

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

STEP 3 - Grievance Appealed to City Manager

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

STEP 4 - Grievance Appealed to Arbitration

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

A. The party requesting arbitration shall submit a written Notice of Arbitration to the other party within thirty (30) calendar days of the conclusion of Step 3.

B. An Arbitrator may be selected by mutual agreement of the parties. If the parties cannot agree on an Arbitrator within ten (10) calendar days, a joint request shall be made to the American Arbitration Association for a list of seven (7) Arbitrators. The Arbitrator shall be selected from the list received by alternately striking names with the party striking first determined by lot.

C. The Arbitrator shall be limited to determining whether the City or the Police Guild has violated, erroneously interpreted, or failed to properly apply the terms and conditions of this Agreement. The Arbitrator shall have no power to destroy, change, delete from, add to, or alter the terms of this Agreement.

D. The Arbitration Hearing shall be convened at the earliest possible date mutually agreed upon by the parties. Rules and procedures established by the Arbitrator shall govern the hearing.

E. The parties agree that the Arbitrator's decision shall be final and binding. The decision shall be implemented no later than thirty (30) calendar days following the rendering of the decision.

F. The cost of the Arbitration shall be borne equally by the parties, including the Arbitrator's fee and expenses, room rental, and cost of record, where a court reporter has been mutually agreed upon.

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

5.06 Special Provisions:

A. The term "employee" as used in this Article shall mean an individual employee, or group of employees, accompanied by a representative.

B. A Police Guild representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance. Any investigation undertaken by the Police Guild upon the work site shall be conducted so as not to disturb the work of uninvolved employees and after reasonable advance notice to the Police Chief.

C. A grievance may be entertained in or advanced to any step in the grievance procedure if the parties jointly agree.

D. All actions must be taken within the time limits specified in this procedure however the time limits may be extended by mutual written consent of the

parties. A statement of the duration of such extension of time must be signed by both parties.

E. An Arbiter shall have the authority to enforce the terms of this agreement, but shall have no authority or power to alter, change or modify this agreement or any of its parts, or award punitive damages. Any award of punitive damages shall be void and unenforceable.

F. The parties agree to adhere to the following grievance principles:

(I) The principle of "work now-grieve later" shall control in any grievance.

(II) Only one grievance shall be heard at one time unless mutual agreement is obtained otherwise.

G. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

H. Grievance against the Police Guild: Any grievance which the City's management may have against the Police Guild shall be reduced to writing and submitted, no later than ten (10) calendar days after having been made reasonably aware of the issue, to the President of the Police Guild. The Police Guild President shall make an investigation of the relevant facts and shall, within ten (10) calendar days, provide a written decision and the reasons therefore. Arbitration of these grievances shall follow Step 4 as set forth in this Article.

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

ARTICLE 6 - SENIORITY AND NEW HIRE

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

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

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

6.03 The trial service period for newly hired personnel shall be eighteen (18) months from the date of appointment. The employee shall successfully complete the Washington State Criminal Justice Training Academy within the eighteen (18) month trial service period. The trial service period may be extended to complete the Academy if the employee is

unable to successfully complete the Washington State Criminal Justice Training Academy due to full classes or the employee cannot be scheduled due to injury or unforeseen circumstances and complete the Training Academy within the eighteen (18) month period.

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

If the individual is found to be unfit or unsatisfactory for service, the Civil Service Commission shall be notified in writing of the conditions surrounding the proposed termination.

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

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

ARTICLE 7 - RETURN TO WORK FROM LAYOFF AND RECALL

7.01 Layoffs in the rank of Police Officer shall be in inverse order of department seniority. Lay-off is defined as the separation of a regular employee from the City Service without fault or delinquencies on the employee's part; by reason of lack of work or funds; or by reorganization, resulting in the placement of the employee's name on a layoff list.

7.02 No new officers shall be hired in any classification until all officers on layoff status in that classification have had an opportunity to return to work.

7.03 In the event of a layoff in the Captains rank the incumbent Captain(s) shall be entitled to bump into the classification of Sergeant so long as his/her combined department service as a Sergeant and higher rank is greater than the junior Sergeant, or the incumbent Captain(s) shall be entitled to bump into the classification of Police Officer so long as his/her total department service is greater than the junior Police Officer.

7.04 In the event a Sergeant position is slated for elimination, the Sergeant with the least service in the rank of Sergeant shall be entitled to bump into the classification of Police Officer so long as his/her combined department service in the classification of Sergeant and Police Officer is greater than the department service of the junior Police Officer.

7.05 Reinstatement from Layoff: Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely. The reinstatement list is an eligibility list of names of persons arranged in the order as provided by the Personnel Policy, who have had regular employment, who have been separated from City Service, and who are entitled to have their names certified to an appointing authority under the provisions of this policy. The

appointing authority is defined as the City Manager and/or their designee who has the authority to make appointments to the position to be filled.

Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer may be conditioned on successful completion of the following:

A. A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.

B. A medical, polygraph for cause, and psychological examination. The examination is limited to the period of time between the date of layoff and date of proposed reinstatement.

C. A drug screen.

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

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

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

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

7.07 Employees on layoff who have been offered re-employment and who have failed to acknowledge availability for work within seven (7) days after receipt of notice, or who have failed to report to work within fourteen (14) consecutive calendar days after reporting availability, shall be removed from the recall list and forfeit all re-employment rights.

ARTICLE 8 - BEREAVEMENT LEAVE

8.01 Bereavement leave shall be granted for up to forty (40) hours per occurrence of death of a member of the employee's immediate family; up to twenty-four (24) hours per occurrence for other extended family members (i.e., aunts, uncles, nieces, nephews or

cousins); and up to eight (8) hours per occurrence for close friends and acquaintances. Immediate family is defined as (natural or adopted) the parent, parent-in-law, child, spouse, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, and equivalent step relatives.

ARTICLE 9 - HOURS OF WORK

9.01 Regular Hours: The regular hours of work each day shall be consecutive.

9.02 Work Week: Unless otherwise provided herein, the work cycle for law enforcement officers shall consist of 160 scheduled hours in a 28 day period. The normal duty week for said officers shall be 40 hours in seven days and shall consist of either five consecutive 8 hour days (shift) followed by two consecutive days off, or four consecutive 10 hour days (shift) followed by three consecutive days off, for Patrol the 12 hour shifts as outlined in Appendix B, Patrol Squads and Work Schedule, or for employees working 9-hour shifts as outlined in Appendix E, or any other schedule that is mutually agreed upon. The duty week may be adjusted to accommodate training if mutually agreed upon.

9.03 Overtime shall be computed using the nearest five (5) minutes. Overtime is defined as all hours worked or paid, which is in excess of the employee's normal workday or on the employee's regular scheduled days off; or hours worked or paid in excess of the regular work cycle. For patrol, the regular cycle is eighty-four (84) hours in a fourteen (14) day period. For the employees assigned 9-hour shifts, the regular cycle is eighty (80) hours in a fourteen (14) day period. For other employees the regular cycle is forty (40) hours in a seven day period.

9.04 Overtime Compensation: Compensation for all overtime work shall be at one and one half (1-1/2) times the employee's regular rate of pay. The employee's regular rate of pay 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 of pay calculation by the Fair Labor Standards Act.

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

"Extraordinary" Travel Involving Overnight Travel: "Extraordinary" travel is defined by FLSA law and current case law. Current FLSA rules are: Required travel that keeps an employee away from home overnight is travel from home and is work time when it cuts across the employee's workday. The time is not only hours worked if it occurs during the employee's normal working day and working hours, but also if it occurs during the

corresponding hours on non-working days. Thus, if an employee regularly works Monday through Friday, from 8:00 a.m. to 5:00 p.m., travel time between 8:00 a.m. - 5:00 p.m. is work time if it occurs on Saturday and Sunday as well as on weekdays.

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

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

9.06 Shift Exchange: Uniform officers and sergeants shall have the right to exchange up to three (3) consecutive shifts under the following conditions:

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

B. Exchanges shall be submitted to a supervisor for approval in advance of the exchange.

C. The employee agreeing to the exchange (the tradee) assumes all responsibility for the shifts being traded.

D. In the event the responsible employee fails to work the exchanged shift, they shall be required to trade back to the City an amount of work time equivalent to the hours not worked plus an amount of hours equivalent to any overtime or premium pay costs incurred as a result of the missed time; provided however, that should the City avoid an otherwise overtime situation due to the scheduling of the trade back, only the actual hours not worked shall be required. If a trade back with the City occurs within sixty (60) days, it may be scheduled by agreement between the Shift Supervisor and the employee; otherwise the time owed shall be assigned by the Chief.

The City shall accept accumulated vacation hours in payment for trade back hours owed if the individual so chooses. Use of sick leave hours shall not be permitted for this purpose, unless authorized by the Chief or their designee.

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

F. All shift exchanges shall be made and documented in accordance with rules and regulations approved by the U.S. Department of Labor and in compliance with the Fair Labor Standards Act.

9.07 Consistent with the FLSA, the parties agree to an hourly rate of pay of $50.00 for off duty hours special duty work. These hours of work are not to be combined with any hours worked for the City for purposes of overtime. The work is performed solely at the option of the employee. A roster of officers wishing to perform the work may be maintained by the Department.

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

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

A. Use one (1) hour of compensatory time or vacation leave time; or

B. Take one (1) hour of unpaid time; or

C. Report to work one (1) hour earlier than the normal starting time for the shift or stay one hour later at the end of the shift. It shall be the City's prerogative as to the work assignment for the early reporting and the late carry over time provided such arrangements are made in advance with the Chief.

ARTICLE 10 - CALLBACK, STANDBY, AND CARRYOVER

10.01 Callback is defined as when an employee is required to return to work after leaving the job, including court time and training time. If an employee is called back on a duty day or day off, the employee shall be guaranteed a minimum of three (3) hours at time and one-half (1-1/2) times their hourly rate of base salary. Additional hours shall be paid at this rate. In recognition that callback pay is provided to compensate employees for the inconvenience of the recall, employees shall not be required to work the total time paid under the call back minimum, but shall be released immediately upon completion of the specific task for which the employee was recalled. This shall not apply to employees on standby (see paragraph 10.04 below).

Court Cancellation Procedure: If an employee is scheduled to appear in court outside their regularly scheduled shift, between the hours of 1600 and 1700 hours on the day prior to the scheduled court appearance, the employee shall call the division captain or

designee to ascertain whether or not their court appearance has been canceled. If the employee is notified that they are scheduled to appear and the case is later canceled, the employee shall receive three (3) hours callback pay.

10.02 Carryover is defined as when an employee is required to remain on duty beyond the end of their regularly scheduled shift and shall be paid overtime or accrue compensatory time at a rate of one and one-half (1-1/2) times their regular rate of pay. If an employee is carrying over, the three (3) hour minimum does not apply.

10.03 The above callback and carryover provisions shall apply to required training as subject to Fair Labor Standards Act provisions.

10.04 The City and the Guild agree that use of standby time shall be consistent with sound law enforcement practices and the maintenance of public safety. Standby is defined as when an employee is required to be available for possible notice to return to duty. Employees formally placed on standby status shall be compensated at one-third (1/3) times the standard rate of pay. If the employee is notified to return to duty, the employee shall be guaranteed a minimum of one (1) hour pay at one and one-half (1-1/2) times the hourly rate of base salary. Any time over the one (1) hour minimum guarantee shall also be paid at one and one-half (1-1/2) times the hourly rate of base salary plus all FLSA defined premiums (annual salary + annualized FLSA defined premiums ÷ 2080 hours).

10.05 Guild members shall be allowed to accrue compensatory time to a maximum of one hundred twenty (120) hours, which includes all compensatory time for callback, standby, carryover, holidays, and court time.

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

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

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

10.06 Sergeants Coordinating Resources Via Phone: Sergeants assigned to supervision of Detectives and/or the Special Teams Unit shall receive a minimum of one (1) hour at time and one-half (1 ½) times their hourly rate of base salary, per incident as logged in the dispatch CAD system, in those instances when they are contacted after hours via phone and are required to evaluate the request for and/or coordinate the response to requests for investigative personnel under their supervision, but are not required to respond to the scene. Additional work performed on a different incident during the one-hour window will be deemed already compensated. Work performed on additional incident(s) outside the initial one-hour window shall receive a minimum of one (1) hour at time and

one-half (1 ½) times their hourly rate of base salary, per incident as logged in the dispatch CAD system.

ARTICLE 11 - HOLIDAYS

11.01 Holidays – Recognized: The City agrees that if during the course of this contract the United States Government or the State of Washington designates a special holiday and it is in turn recognized, observed and granted to any other employee groups by the City of Walla Walla City Council, it shall also be granted to the Guild.

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

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

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

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

A. Employees assigned to work on a recognized holiday shall be paid at the overtime rate for all hours worked (see overtime definition).

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

C. Hours worked on the holiday in excess of an employee's regular shift on a holiday shall be paid at the rate of two and one-half (2 ½) the employee's hourly rate of base salary plus all FLSA defined premiums.

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

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

ARTICLE 12 - VACATIONS

12.01 Vacation leave may be used as accumulated after the initial six (6) months of employment. Vacation leave is not available for use until earned and posted to the employees accrued vacation leave following the end of the current pay period. As of December 31 of each year, no employee shall have an accumulated amount of accrued vacation leave in excess of two hundred forty (240) hours.

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

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

A. Full time employees working less than a full calendar year shall accumulate vacation at the rate of 6.67 hours/month. (Number of days/year during first year following hire date will vary based on individual employee's specific hire date)

B. On completion of 12 through 59 months of continuous service - 6.67 hours/month (10 days/year).

C. On completion of 60 through 119 months of continuous service - 10.0 hours/month (15 days/year).

D. On completion of 120 through 179 months of continuous service - 13.33 hours/month (20 days/year).

E. On completion of 180 or more months of continuous service - 16.67 hours/month (25 days/year).

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

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

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

12.03 Cash Out: Upon death, retirement, termination, or separation from employment, employees shall receive compensation for all accrued and unused vacation time equal to the number of vacation hours multiplied by the employee's last regular rate of pay.

ARTICLE 13 - SICK LEAVE

13.01 Newly hired employees shall be credited with 96 hours of sick leave as of their date of hire. No additional sick leave shall be accrued during the first twelve (12) months of employment.

13.02 Following the initial twelve (12) months of employment, Employees shall accumulate sick leave at a rate of eight (8) hours per month.

Sick leave is not available until earned and posted to the employee's sick leave accrual following the end of the current payroll period, and shall be taken in accordance with procedures outlined in City policy.

13.03 Sick leave shall be granted as follows:

A. 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.
B. 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.
C. 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.

D. Absences covered by the Domestic Violence/Sexual Assault/Stalking as provided in RCW 49.76.040.

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

13.05 Employees who terminate service, other than involuntary discharge, after completing ten (10) years of service with the City shall be allowed to cash out 25% of the accrued sick leave available to them at the time of termination of service. Upon retirement or death, Guild members shall receive payment for two-thirds (2/3) of the unused portion of their accumulated sick leave hours, not to exceed six hundred forty (640) hours. In the case of death, payments shall be made to the employee's estate. Retirement occurs when an employee meets the requirements of the employee's respective retirement system and is officially retired from an authorized position.

13.06 Sick leave for any other purpose shall be subject to written approval by the City Manager.

13.07 Continuance of sick leave pay during absence from duty is contingent upon the employee or someone on their behalf notifying their immediate supervisor of the reason for absence within one (1) hour of the start of their regular work shift on their first day off duty, unless the nature of the employee's illness or injury is such that notification to the immediate supervisor is not possible, in such case, notification shall be given as soon as possible.

13.08 When an employee files an industrial insurance claim, time loss payments are calculated using a state formula and do not equal 100% of lost wages. The employee may choose to supplement their time loss payments by using accumulated sick leave, vacation, and compensatory hours. The employee's total compensation including workers' compensation insurance may not exceed the compensation the employee would have received in regular compensation. An employee who chooses to supplement their time loss payments must use accrued leave in a continuous block and may not use intermittent leave in order to extend pay and/or benefits.

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

If the employee's claim is accepted by Labor and Industries and the employee has chosen to use accumulated leave, the employee *must* "buy back" all the leave that the time loss check will afford. The number of leave hours to be reinstated and returned to the employee is determined by dividing the amount of the employee's time loss check by the employee's current regular hourly rate of pay. The calculation will be reflected in the employee's next regular pay check which will reduce the regular payroll check by the same amount of the time loss check.

The City shall comply with applicable RCW regulations governing the payment of LEOFF disability leave supplements (see Appendix C – LEOFF II Supplemental Worksheet).

13.09 Sick leave time used by an employee shall be deducted from their accumulated sick leave time.

13.10 For part-time employees, sick leave pay shall be accumulated in proportion to the amount of hours worked but no less than one (1) hour for every forty (40) hours worked.

Sick leave shall be earned by regular part-time employees based on the ratio of scheduled work hours in a week to 40 hours.

13.11 The City may, at its discretion, in accordance with RCW 49.46.210, 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 RCW 49.76.040. These limitations do not apply when an employee is requesting FMLA leave or a disability accommodation.

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

A. 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;

B. 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;

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

ARTICLE 14 - PHYSICAL EXAMINATION AND WELLNESS PROGRAM

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

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

ARTICLE 15 - DRUG TESTING

15.01 Policy: The City expects all employees to come to the workplace fit and ready to work. The City recognizes illegal drug usage or alcohol misuse as a threat to the public welfare and the employees of the Police 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 Police 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 of an employee of illegal drugs or alcohol is strictly prohibited and may result in disciplinary action, including immediate termination.

15.02 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, 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.

15.03 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 to provide written medical authorization to perform various essential job functions from a physician while using such drugs.

15.04 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.

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

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

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

15.05 Employee Testing and Reasonable Suspicion Testing: No employee shall be tested for drug abuse or alcohol misuse unless there is reasonable suspicion that the employee to be tested is under the influence of illegal drugs or alcohol. Reasonable suspicion is based on specific, contemporaneous, articulable facts, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee. Reasonable suspicion exists when a trained supervisor observes unusual employee behavior, appearance, body odor, and/or speech that causes the supervisor to question the employee's fitness for duty. Random or mass testing is prohibited. Employees shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. A referral for testing will be based on current, clearly described observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use, confirmed by a second trained supervisor. Prior to beginning a discussion with the employee about the observed behavior, the supervisor will inform the employee of their right to have applicable representation present during the meeting. Employee's requests for representation will be honored to the extent that honoring the request does not unreasonably delay testing. When reasonable suspicion exists, the affected employee will be observed. A decision to request a specimen will be based upon eye witness reports, facts of the event and observed physical and behavioral characteristics of the affected employee. The Supervisor must document in writing who is to be tested and why the testing was ordered.

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 paid administrative 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 positive, the employee will remain on paid administrative leave pending any potential disciplinary action and the determination of eligibility to return to work.

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

15.06 Testing Procedures: Urine, blood, or breath samples will be collected at a local collection site, hospital or medical facility. The employee may choose to have Breath Alcohol Testing conducted at the Walla Walla County Jail. At the employee's expense, they may elect to request a blood draw analysis in addition to the BAT and/or the urine test. All urine or blood samples shall be collected as a split specimen collection. Urine and blood 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.

An employee unable to provide a urine sample within three (3) hours of the request to provide a sample, will be sent to a specialist to determine whether there is a medical reason for the inability to provide a urine sample. If there is no medical reason, the test results will be considered a positive result.
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 SAMHSA laboratory testing standards.

All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity and proper chain-of-custody procedures shall be followed.

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.

15.07 Substance Dependency Program: Employees who test positive for illegal drugs and/or alcohol misuse shall be subject to disciplinary action, up to and including immediate termination. Each person who tests positive for illegal drugs and alcohol and receives

disciplinary action short of termination, shall be evaluated, counseled, and treated for rehabilitation, if required. Employees will be referred through the Employee Assistance Program (EAP) who may refer the employee to a Substance Abuse Professional (SAP). 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 subject to unannounced follow-up drug and/or alcohol testing as determined by a qualified psychiatrist/counselor; a minimum of six (6) follow-up tests to occur in the first 12 months after return to duty and not to exceed five (5) years. If an employee tests positive during this first 12 month period, they shall be subject to additional disciplinary action and will be re-evaluated by a qualified psychiatrist/counselor to determine if the employee requires additional counseling and/or treatment. This program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives in this program shall remain confidential and shall not be released to the public.

15.08 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 Police 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 is successfully completed (not to exceed 5 years), 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.

15.09 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.

ARTICLE 16 - UNIFORMS AND EQUIPMENT

16.01 The City agrees to furnish to members of the Police Guild uniforms and other equipment as required to perform the duties assigned to them.

The City agrees to provide up to two (2) complete uniform cleanings per uniformed officer per week.

16.02 The City agrees to pay fifty ($50.00) per month uniform allowance to each Detective with the exception of those assigned to the special teams unit (STU).

16.03 Ammunition: The City recognizes the value of a well-trained police force and therefore shall provide each officer up to 180 rounds of ammunition per quarter for firearm practice

and quarterly qualifying shoots. The ammunition shall be used for firearm training only at the firearm range designated for such training by the Chief.

ARTICLE 17 - LEAVE OF ABSENCE

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

A. The leave of absence shall not exceed twelve (12) months, except for absences for required military service.

B. The employee shall not accumulate seniority during such absence and shall be reinstated in accordance with their prior seniority upon termination of the leave of absence, except where continuation of seniority is required by law (e.g., military leave, FMLA, etc.).

ARTICLE 18 - SAFETY AND HEALTH COMMITTEE

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

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

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

ARTICLE 19 - NO STRIKE, NO LOCK-OUT

19.01 There shall be no strikes, picketing, interruptions of, or interference with work by the Guild or its members, nor lock-out by the City during the period of this Agreement; provided, however, that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the City's opinion,

to merit continuation of its operations. This provision shall in no way abridge or restrict those rights reserved to the City by this Agreement.

Should a strike, slow down, picketing, boycott, or other interruption of work occur the City shall notify the Police Guild in writing of the existence of such activity and request advice from the Police Guild as to whether the activity has been authorized. The Union, immediately thereafter, shall respond to the City's request in writing. Upon receiving notice of a strike, slow down, picketing, boycott, or other interruption of work which it has not authorized, the Police Guild shall take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

In the event employees participate in a strike, slow down, picketing, boycott, or other interruption of work in violation of this Article, the participating employee(s) shall be subject to disciplinary action, which may include discharge. In any arbitration involving such disciplinary action of any employee for engaging in an unauthorized strike, slow down, picketing, or interruption of work, the only issue for arbitration shall be whether the employee(s) engaged or participated in such forbidden activity. If the facts introduced at the arbitration hearing reasonably establish proof of such participation, the disciplinary action shall be upheld.

ARTICLE 20 - SECONDARY BOYCOTT

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

ARTICLE 21 - GROUP LIFE INSURANCE

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

ARTICLE 22 - HEALTH CARE AND DISABILITY INSURANCE

22.01 Medical Insurance

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

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

C. For the duration of the contract, the City shall pay 90% of the composite rate premium for full family dental in the Washington Delta Dental plan. The employee will pay 10% of the composite rate for full family dental.

D. Effective January 1, 2019, the City will pay 90% of composite rate premiums for full family medical/vision insurance coverage of LEOFF Health and Welfare Trust Plan, as selected by the Guild no later than December 1st, of the current year. The employee will pay 10% of the City insurance established premium composite rate for medical/vision insurance; however, if the LEOFF Trust Insurance Plan, whichever plan has been selected by the Guild, premium increases result in premiums greater than the premium rates for the AWC HealthFirst 250 plan (or next surviving plan) the Guild may select from the two following options:

1. Remain in the LEOFF Trust Insurance Plan, whichever plan has been selected by the Guild, and employees will pay any additional difference in premiums greater than the AWC HealthFirst 250 (or next surviving plan) premiums; or,

2. Transition back to full family medical and vision insurance coverage of Association of Washington Cities (AWC) Regence HealthFirst 250 (or next surviving plan) or, at the employee's option AWC Kaiser Foundation Health Plan of Washington (or next surviving plan), and Vision Service (VSP) Plan Option I-$10 deductible. This transition will require a minimum of two months' notice.

Upon transition back to the AWC health plans, the City will continue to pay 90% of composite rate premiums and the employee will pay 10% of the established premium composite rate.

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

F. An employees' advisory committee shall be maintained to work with City Administration with regards to the City's insurance program. The Committee shall consist of no less than two (2) members of the Police Department and shall meet no less than on a quarterly basis. At that time the following shall be discussed.

(I) The Committee shall work with the City and the brokers in reviewing the past year and forecasting increases/decreases in insurance premiums for the following year. On a quarterly basis, the Committee shall meet to review and comment on adjustments in the composite rates based upon

changes in the employee family demographics of bargaining unit members as they apply to the tiered insurance premium rates quoted by the insurance broker.

(II) Any information regarding changes in the health industry that may be available by the brokers.

(III) Discuss possible educational programs to be offered to employees about health options (such as emergency room use).

(IV) Discuss changes in benefits as requested by the City or any of the recognized employee's groups, but shall not have any power to change or alter plan benefits.

22.02 Salary Insurance

A. The City agrees to pay $6.00 monthly toward the purchase of salary protection insurance. Any change in carrier shall be mutually agreed to by the parties.

B. The City shall, upon written request from LEOFF II employees, deduct from the employee's monthly salary and remit to the above-mentioned carrier, the cost of extended salary protection insurance.

ARTICLE 23 – SALARIES - OPEN

23.01 Salaries

January 1, 2019	4% salary adjustment.
January 1, 2020	3% salary adjustment.
January 1, 2021	2% salary adjustment.

23.02 Special Assignments and Training

A. Employees assigned as Detectives or Community Service Program Officers shall receive an additional 3% of base pay added to their monthly salary for the time they are assigned.

B. Officers who meet the City testing requirements using the Civil Service Test protocol shall receive an additional 3% of base pay added to their monthly salary for bilingual Spanish abilities

C. Guild members assigned in writing to lead officer duty shall receive $75.00 per month for any month, or portion thereof, the employee is so assigned.

D. Employees that are assigned to the Emergency Services Unit (ESU); or are a certified Firearms Instructor; or are Hostage Negotiators (effective 01-01-2013) shall receive an additional 1% of base pay added to their monthly salary for each of the specialty assignments the time they are assigned up to a maximum of 3%.

E. Field Training Officers and Police Training Officers (FTO/PTO) shall receive one hour of compensatory time at the overtime rate (1.5 X straight time) for each shift serving as an FTO/PTO.

F. K-9 Assignment – Employees that are assigned K-9 Officer are required to spend approximately thirty (30) minutes per day in compensable time for the duty-related care and maintenance of a canine. To accommodate this requirement, K-9 Officers shall be allowed to leave work thirty (30) minutes early, with pay. The officer shall record all hours worked, including the thirty (30) minutes spent caring for the canine, on their timesheet. Should a supervisor direct the officer to remain on duty for the employee's full shift, the officer will record all hours worked on their timesheet and will record an additional thirty (30) minutes of comp time earned for the daily required K-9 care. K-9 Officers shall also record thirty (30) minutes of comp time earned for each non-scheduled work day during which K9 care is required. No comp time will be earned if an officer is on vacation and places the canine in a kennel.

23.03 Deferred Compensation

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

Effective January 1, 2020, the City will make a total deferred compensation match of up to 4% of the employee's regular salary when the employee participates in kind in the deferred compensation plan.

Effective January 1, 2021, the City will make a total deferred compensation match of up to 4.5% of the employee's regular salary when the employee participates in kind in the deferred compensation plan.

23.04 Payroll and Paydays

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

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

The draw amount shall be deducted from the employee's monthly payroll of wages and salaries earned.

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.

ARTICLE 24 – SENIOR OFFICER / SERGEANT

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

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

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

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

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

A. The officer has not been out of Law Enforcement for more than twenty-four (24) months as of the date of hire/rehire and

B. The prior years of service were within the last ten (10) years as of the date of hire/rehire; and

C. The officer currently holds a valid Washington State Commission or obtains a Basic Law Enforcement Equivalency Certificate within the required time as set out by the Washington State Criminal Justice Training Commission.

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

ARTICLE 25 - EDUCATION INCENTIVE

25.01 The City shall pay educational incentives as follows:

Approved Associate's Degree	3% of base pay per month
Approved Bachelor's Degree	6% of base pay per month

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

ARTICLE 26 - EDUCATION REIMBURSEMENT

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

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

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

A. Related to the employee's present position in the City.

B. Related to the employee's potential development with the City.

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

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

A. The employee shall submit a copy of all receipts.

B. The employee shall complete and pass the course with a grade of "B" or better or in the case of a pass/fail course, achieve a passing grade to receive full reimbursement. If the employee completes and passes the course with a grade of "C," they shall receive 50% reimbursement of approved costs.

C. If the City reimburses for books, then the City shall retain the books for a Departmental Library which is established for employee's use.

D. If the employee wants to keep the books, then the City shall not reimburse the employee for that cost.

E. It is also understood that no service fees shall be paid by the City if the employee pays by installment plan or uses a credit card.

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

ARTICLE 27 – SHIFT DIFFERENTIAL PAY

27.01 Guild members working the "C" and "D" shifts on the Patrol 12-Hour work schedule shall receive an additional 1.00 dollar per hour (as referenced in Appendix B, section K).

ARTICLE 28 - EXCHANGE OF DOCUMENTS AND INFORMATION

28.01 The City shall supply to the Guild one (1) copy of any personnel rules and regulations of the City of Walla Walla and all changes immediately upon adoption.

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

ARTICLE 29 - SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 30 - DISCIPLINARY ACTIONS AND PROCEDURE

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

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

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

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

The City will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The City will also provide at least seventy-two (72) hours' notice before releasing any requested documents unless required by law. The City will allow the employee and the Guild the fullest possible opportunity to legally object to unwarranted disclosures.

Each employee's personnel files shall be open for review by the City provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations. Supervisor's notes may be kept in the employee's file beyond the performance evaluation period upon written notice to the employee. Supervisor's notes kept beyond the performance evaluation period will be available for review by the employee upon request.

30.02 In the event an employee is under investigation for potential violations of policy, procedure or other misconduct, which could reasonably lead to discipline, the employee will be granted the following procedures:

A. Notice: The employee and Guild President, or designee, will be given 48 hours' notice of intent to interview the employee under investigation. The notice will include the nature of the allegations or specific facts enough to determine the approximate date and time of the allegation. Prior to any interview, the employee

will be notified of their right to meet with a Guild representative or counsel and have such representative present during the interview.

B. Disciplinary interviews:

(I) The employee shall be informed with up to forty-eight (48) hours' notice prior to the interview if the Employer believes the employee is a suspect in the investigation.

(II) The employee shall be informed within forty-eight (48) hours of the nature of the investigation and allegations or specific facts enough to determine the approximate date and nature of events, the policy violations or misconduct considered, and the potential level of discipline being considered. Prior to any interview the employee will be notified of their right to meet with a Guild representative or counsel and have such representative present during the interview. The opportunity to consult with the Guild representative or to have the Guild representative present at the interview shall not delay the interview more than four (4) hours except for minor complaints (incidents for which discipline no greater than an written reprimand may result) which may be handled more immediately. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the employee shall be allowed up to 4 hours to obtain a representative to assist him in the interview.

(III) With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

(IV) The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

(V) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. Under no circumstances shall an employee be compelled to take a polygraph or voice stress test, nor shall a polygraph or voice stress test be used to infer truth or falsity in any matter under investigation. If the employee being ordered to appear at the interview and to respond to questions regarding his or her conduct, where such conduct may reasonably lead to criminal proceedings, the employee shall be advised that the response may not be used against him or her in any criminal prosecution. This *Garrity* warning shall be affirmed by the City in writing at the commencement of the interview. Employees shall otherwise be

afforded all rights and privileges to which they are entitled under the laws of the United States and the State of Washington.

In situations involving the use of deadly force, the employee shall have the right to consult with a Guild representative or attorney prior to being required to give an oral or written statement about the use of force. No statement will be required within 48 hours with the exception of the Public Safety Statement (see Appendix D – Summary Statement to Supervisor).

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

(VII) The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities.

(VIII) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

(IX) If the Department or Guild tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to either party. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof. At the cost of the requesting party and in accordance with state law the employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions.

(X) Interviews and investigations shall be concluded with no unreasonable delay.

C. Pre-disciplinary hearing/*Loudermill*:

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

When the investigation results in discipline:

(I) Any employee being subject to discipline will be given official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct occurred and an explanation of the discipline proposed.

(II) The employee or Guild representative, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts of the matter, witness statements, tape recordings, and any other materials relied upon at no cost. The employee shall also be furnished with the names of all witnesses and complainants who shall appear against him or her and/or whose statements shall be used against him or her.

(III) The Employer agrees to provide notice of intent not to discipline or impose actual discipline within 90 days of the preliminary investigation. The parties may agree to extend such timelines as mutually agreed.

D. Lie Detector Tests: No employee will be compelled to provide polygraph or voice stress tests.

E. A written reprimand is recorded and placed in an employee's personnel file. If after twelve (12) months there is no recurrence of the event(s) prompting the discipline, the record of a written reprimand may be requested to be removed from the employee's personnel file.

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

ARTICLE 31 - COMPLETE AGREEMENT

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

ARTICLE 32 - DURATION OF AGREEMENT

32.01 This Agreement shall be effective the 1st day of January, 2019 and shall remain in full force and effect through the 31st day of December, 2021; however, this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. Should the parties fail to execute a successor agreement prior to December 31, 2021, the terms and conditions of this Agreement shall remain in effect pursuant to RCW 41.56.470.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HAND AND SEAL THIS 5th DAY OF December, 2019.

For the Police Guild:

CM Ruchert #275

Chris Ruchert
Guild President

For the City of Walla Walla:

Nabiel Shawa
City Manager

Attest:

Police Guild

City Clerk

APPENDIX A

PAY SCHEDULE FOR WALLA WALLA POLICE GUILD

January 1, 2019

		Step A Begin Year 1	Step B Begin Year 2	Step C Begin Year 3	Step D Begin Year 4	Step E Begin Year 5	Step F End of Year 10	Step G End of Year 15
Position	**Grade**	**Entry**						
Police Officer	100 G	5675	5959	6256	6569	6963	7312	7531
Police Sergeant	114 G	6684	7019	7370	7738	8202	8612	8871

January 1, 2020

		Step A Begin Year 1	Step B Begin Year 2	Step C Begin Year 3	Step D Begin Year 4	Step E Begin Year 5	Step F End of Year 10	Step G End of Year 15
Position	**Grade**	**Entry**						
Police Officer	100 G	5845	6137	6444	6766	7172	7531	7757
Police Sergeant	114 G	6885	7229	7591	7970	8448	8871	9137

January 1, 2021

		Step A Begin Year 1	Step B Begin Year 2	Step C Begin Year 3	Step D Begin Year 4	Step E Begin Year 5	Step F End of Year 10	Step G End of Year 15
Position	**Grade**	**Entry**						
Police Officer	100 G	5962	6260	6573	6902	7316	7682	7912
Police Sergeant	114 G	7023	7374	7742	8129	8617	9048	9320

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

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

APPENDIX B

Patrol Squads and Work Schedule

Purpose:

The purpose of this Appendix is to implement and administer the Patrol 12 Hour work schedule referenced in Article 9.02 of this agreement. It will be used going forward to administer the Patrol 12 Hour work schedule.

Implementation:

The Patrol Division of the Walla Walla Police Department will be divided into four (4) patrol squads; Squads A, B, C, & D. Each squad will be supervised by a Sergeant and have as many officers assigned to it as current deployment of personnel will allow. This Appendix B is the exclusive agreement regarding work schedules/shifts and rotations, hours of work, overtime, holidays for the Patrol 12 Hour work schedule. For the purposes of vacation accruals, employees on the twelve (12) hour shift would continue to receive their accruals as dictated in the contract based on their number of consecutive months of service completed. The accruals will continue to be based on the number of hours accrued per month (e.g., 6.67 hrs., 10.00 hrs., 13.33 hrs., or 16.67 hrs.). Although in Article 12.01 B.-E. of the contract there is a reference made to the number of days per year that are accrued, leave accruals are done based on hours per month, not days per month.

Patrol Shifts -Work Schedules;

The normal work schedule shall be established by the City, with shifts not to exceed twelve (12) hours in duration including meal and rest breaks. This section shall not be construed as a waiver of bargaining rights. Seven (7) days' notice will be given to employees prior to changing their shift assignment or change in schedule (per Guild contract). However, this provision may be waived upon mutual agreement by the City and the employee.

A. Work Periods.

The normal work period shall be 28 days. Based upon twelve (12) hour work shifts, and absent any Regular Time Off (RTO) hours, every fourteen (14) day period would have eighty-four (84) hours of work; four (4) more than the requisite eighty (80) hours for a fourteen (14) day work period. Accordingly, every four (4) week period would have one hundred sixty-eight (168) hours of work; eight (8) more than the requisite one hundred and sixty (160) hours for a twenty-eight (28) day work period.

(168 hours worked in 4 weeks)
52 weeks / 4 week period = 13 weeks
13 weeks X 168 hours worked = 2184 hours
5 X 8 hour mandatory training days = 40 training hours
40 training hours + 2184 hours = 2224 hours
12 X 12 FLSA days off per year = (144 hours)
Subtract 144 (FLSA hours) from 2224 hours. Total hours worked for the year is 2080 hours.

1. The configuration of the twelve (12) hour shift schedule will be four (4) shifts/squads. There will be two (2) day shifts (A & B) working from 0700 to 1900 hours and two (2) night shifts (C & D) working from 1900 to 0700 hours.

2. The sequence will begin on a Monday with two (2) days on, followed by two (2) days off, followed by three (3) days on. The following week, the sequence will by two (2) days off, followed by two (2) days on, followed by three (3) days off. This cycle will exist for Day Squad A and Night Squad C.

DAY SQUAD A - NIGHT SQUAD C	MON	TUES	WED	THURS	FRI	SAT	SUN
WEEK 1	On	On	Off	Off	On	On	On
WEEK 2	Off	Off	On	On	Off	Off	Off

The sequence will be the opposite for Day Squad B and Night Squad D. The sequence will begin on a Monday with two (2) days off, followed by two (2) days on, followed by three (3) days off. The following week, the sequence will be two (2) days on, followed by two (2) days off, followed by three (3) days on.

DAY SQUAD B - NIGHT SQUAD D	MON	TUES	WED	THURS	FRI	SAT	SUN
WEEK 1	Off	Off	On	On	Off	Off	Off
WEEK 2	On	On	Off	Off	On	On	On

3. For the purpose of adopting this 12-hour schedule, the parties agree that the City is adopting a twenty-eight (28) day work period with 168-hour scheduled hours of work as set forth above. For purposes of the FLSA, the 28 day work period results in an overtime threshold of 171 hours during that work period for the purposes of FLSA overtime.

4. Additionally, Squad Supervisors will coordinate schedules with their employees so as to allow for one twelve (12) hour shift off each 7(k) 28 day period, hereafter designated as regular time off (RTO). These days can be used as a twelve (12) hour day off as approved by their supervisor and based upon seniority bid from date of hire at the Walla Walla Police Department. These RTO days will be compensation for hours set aside in a regular time worked (RTW) bank of hours. The bank of hours will come from two sources: the five (5) scheduled eight (8) hour training days, and the four (4) extra hours worked in each two-week work sequence.

Explanation of Annual Accrual Calculation:
5 eight-hour training days equals 40 total hours; 4 hours extra during each two (2) week work sequence = 104 hours annually.

Adding these two sources equals 144 total RTW hours earned per year. The RTO hours will come from this 144-hour RTW bank. Employees and their supervisors are responsible for ensuring RTW banks end each payroll calendar year with a zero balance. Any RTW bank that is not zeroed at calendar year end will be zeroed out without compensation to the employee.

B. <u>FLSA/RTO days off:</u>

Absent hardship, Squad Sergeants will do their best to grant the requested RTO days off based upon the seniority bid. Squad Sergeants shall balance their squads and ensure proper

coverage of their shifts. Assigned RTO days off are not grievable; however, if an employee is unsatisfied with his/her assigned day off, he/she may discuss the issue with his/her Squad Sergeant. If still unsatisfied, the employee may then discuss the issue with the Patrol Division Captain. The Patrol Division Captain's decision regarding RTO days off is final and not grievable. Officers can only bid for RTO days off that will remain staffed at the preferred minimum without use of overtime.

All patrol officers and Sergeants are required to take a total of one (12) hour RTO shift off within each 7(k) 28-day period. If an employee fails to take the required twelve (12) hour shift per 7(k) 28-day period, it will be assumed, recorded, and agreed upon that there is no cash value, compensatory time conversion for these hours, overtime, or any reimbursement. RTO days can be used in conjunction with vacation days as long as it does not create a shortage or force overtime. As long as staffing is maintained at the minimum of four officers on shift, up to two people can request an RTO day on the same day. If, for unavoidable or extraordinary circumstances where the department cannot provide an RTO day within the month, the department and the employee may reach an agreement to fulfill it the following month(s), otherwise the effected employee will receive overtime pay for the day worked.

The request procedure, balancing, and recording of the Squad's RTO time off are the responsibility of each Squad Sergeant. Sergeants and/or Lead officers will ensure that RTO days are selected by the 15th day of the month prior to use. A master copy of those selected days will be forwarded to the Captain at that same time.

Training Days:

The Department will identify the days for each of five (5) training days during the year, which shall be considered part of the work schedule and the salary is intended to compensate employees for these training days. No additional compensation will be provided. There will be a sixty (60) day notice prior to the first scheduled training day.

Employees working a scheduled training day and that are not expected to be available to respond to calls for service shall work eight (8) hours with a one (1) hour duty-free unpaid meal period. Twelve (12) hour shift employees will be scheduled for training days on their respective short weeks.

Attendance at FLSA training days is mandatory. The training days will have varied start times to accommodate for employees coming off of different shifts and various instructor needs. They will be scheduled at what is determined the best time for all. If a member of A or B Squad knows that they will not be able to attend their Squads' training day, then all reasonable efforts shall be made by that employee to attend C & D Squad training day. The same logic applies to members of C & D Squad; if a member of C or D Squad knows that they will not be able to attend their Squads' training day, then all reasonable efforts shall be made by that employee to attend the A & B Squad training day. Any switch of training days will be pre-approved and documented by the officer's supervisor.

There will be at least one (1) month separating each of the training days. Only a Patrol Division Captain may excuse an employee from attending a training day. Should an employee miss a training day, it will be incumbent upon that employee to arrange to attend the other training day that month for the opposite squads or other Washington State Criminal Justice Training

Commission qualified training to make up the time. If that employee fails to attend the required training day and has not arranged to make up the time with other Squads, then that employee shall owe the City of Walla Walla Police Department eight (8) hours. This balance may be paid via vacation, comp, or eight (8) hours of work time that must be scheduled within the same 7(k) 28-day cycle as the missed required training day. The settlement of this balance shall be settled directly between the Patrol Division Captain and the involved employee with the employee having the right to choose the form of repayment.

The meeting of the Walla Walla Police Department's WSCJTC's annual number of training hours is important and mandatory. The Police Department wants all employees to succeed in career growth; however, failure to attend two (2) or more payback training days per calendar year due to unexcused absences will initiate a formal review into the causes of absences and subject the employee to potential discipline. FLSA/RTO payback training days are mandatory.

C. Meal and Rest Periods.

All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a twelve (12) hour shift, the total time for meal and rest periods shall be one and one-half (1 ½) hours per shift with a meal period not to exceed forty-five (45) minutes in duration and the remainder for breaks.

D. Roll Call:

The amount of time utilized each day for Roll Call is discretionary upon the Squad Sergeant. Roll Calls are to be used for squad assignments, accountability, mentoring, in-service training, incident debriefing, team discussions, and information dissemination via the Form I and Sergeants boards. Leaving Roll Call early to handle calls will be at the discretion of the Squad Sergeant. Roll Calls shall be utilized for ongoing in-service training. When specific pre-planned Roll Call training lasts one-half (0.5) hour, this training shall be documented via WWPD memorandum by the Squad Sergeant for all officers who received such training, including themselves. The memorandum shall be forwarded to the Patrol Captain for inclusion in each involved officers training file and credited toward the cumulative annual training hours

E. Shift rotation.

The calendar year will be divided up into three (3) four (4) month bid cycles. Shift rotations will take place at the beginning of the four-month cycle. The first cycle will be January through April. The second cycle will be May through August. The third cycle will be September through December.

F. Shift Bidding.

Sergeants will bid for shifts by seniority based upon their promotion date and will be the first to enter bids.

Based on seniority, each Sergeant selects two of the trimesters for the year on their first bid through. Once the bid goes through each Sergeant for their first two trimesters, the Sergeants start over based on seniority to select the final trimester.

Officers will bid for their shifts by seniority based upon the last date of hire in the position of Police Officer for the Walla Walla Police Department.

Based on seniority, each Officer selects two of the trimesters for the year on their first bid through. Once the bid goes through each Officer for their first two trimesters, the Officers start over based on seniority to select the final trimester.

The last bid position on each squad will be considered the administrative bid position. This person could be moved based upon departmental need for staffing reasons should there be a shortage on another shift or for any other reason that management deems necessary to move. The Chief of Police reserves the right to reassign any officer to a shift different than the one he/she bid based on performance issues, bilingual coverage, and/or balancing out the ESU members on each Squad based upon management rights in Article 3 of the labor contract.

ESU - Officers

The bid system will require that a minimum of two and a maximum of three ESU members can bid for the same squad. Exceptions to this will need to be approved by the Chief or his/her designee.

Bilingual - Officers

The bid system will require that at least one bilingual officer be assigned to each squad depending upon how many bilingual officers are assigned in Patrol.

G. Shift Shortages – Coverage

Officers will not be allowed to fill in for shift shortages on the days they work to prevent an eighteen (18) hour work day. Officers will be allowed to fill in from opposite shifts on their respective days off. Officer requests to fill in for a shift shortage on a day that would result in more than four consecutive 12-hour shifts worked by the requesting Officer will be required to be reviewed by the shift Sergeant or designated Lead Officer and are subject to advanced approval/denial.

H. Holidays:

Holiday hours will begin at 0700 hours on the day of the actual holiday and continue through until the following day 0700 hours.

1) Employees assigned to work 12 hour shifts on a recognized holiday shall be paid at the overtime rate for all hours worked.

2) Employees assigned to work 12 hour shifts that are called back to work on a recognized holiday shall be paid at the overtime rate for the first 12 hours. Hours worked on the holiday in excess of the 12 hours shall be paid at the rate of two and one-half (2 ½) times the employees hourly rate of base salary plus all FLSA defined premiums.

3) Hours worked on the holiday in excess of an employee's regular 12 hour shift on a holiday shall be paid at the rate of two and on-half (2 ½) the employee's hourly rate of base salary plus all FLSA premiums.

I. Lead officer pay:

Lead officer pay will be a flat $75.00 a month per squad. Lead officer will be designated by the shift Sergeant.

J. Overtime

Overtime is defined as all hours worked, which is in excess of the person's normal workday or on the employee's regular scheduled days off; or in excess of eighty four (84) hours in the fourteen (14) day period.

K. Shift differential

To be paid at $1.00 per hour for each hour worked for C & D Squads.

(Work weeks below are for illustrative purposes only to view the full two week cycle)

DAY SQUAD A - NIGHT SQUAD C	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN
WEEK 1 & 2	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off	Off
DAY SQUAD B - NIGHT SQUAD D	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN
WEEK 1 & 2	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On	On

APPENDIX C

Worksheet to Determine Buy-Back/Credit of Personal Leave
Due to On-the-Job Injury
(LEOFF II Supplemental)
Reference: RCW 41.04.500

1. Supplement is defined as the difference in pay the employee would have received in full pay from the City had they worked all scheduled hours (not including overtime), and the actual amount the Third Party Administrator (TPA) paid the employee as time loss (which does include overtime if regularly receives).

   Employee may use any accrued leave (sick, vacation, comp time) for supplemental pay.

2. Supplement shall begin on the sixth calendar day (including the day of injury) of absence from work caused by the on-the-job injury. The employee is responsible for first five calendar days.

3. One-half of the supplement will be picked up by the City (hours credited back to the employee). One-half of the supplement will be charged against the employee's personal leave. (If personal leave runs out, refer to RCW 41.04.530; then only the City's half is paid/credited).

4. Supplement shall continue up to a maximum of six months <u>from the date of injury</u>.

5. Time loss amount paid to employee by the TPA will be based on employee's salary <u>at the time of injury</u>. However, City will pay (sick, vacation, etc.) and credit hours back to employee at the hourly rate as time is taken off.

   Example: An employee is injured on January 1 and doesn't take time off until April 1, and he/she has received a step increase or promotion on February 1. TPA will pay time loss at the January rate for time loss. When the employee begins taking personal leave in April when off work he/she will be paid at the higher (Feb-April) rate by the City. Consequently, "buy-back" will be at the higher rate as well.

6. To calculate hourly amount the City should "pay" at to "buy-back" sick leave, vacation, etc. they must determine exact salary of all days during time loss.

   Example: Date of Injury: June 1
   Off Work: June 2 through July 1
   Received a 5% step increase: June 15

   This means that after first five calendar days have passed (June 1-5), that any time loss from June 2 through June 14 employee would be paid at lower rate and then June 15 through July 1 would be paid at higher rate.

Worksheet to Calculate Buy-Back/Credit of Personal Leave
Due to On-the-Job Injury
(LEOFF II Supplemental)

1. Name: _____

2. Date of Injury: _____ For Payroll Period of: _____

3. Salary at time of accident: _____

4. Salary at time of time loss, if different (step increase, promotion, COLA, etc.) _____

5. Dates of Time Loss paid by Third Party Administrator (TPA) and dollar amount(s):

6. Days would have worked (list all):

7. Employee is solely responsible for the first 5 calendar days from the date of injury (including the date of injury). Supplement begins on the 6th calendar day absent from work, and lasts up to maximum of six months from the date of injury.

   A. Determine scheduled number of hours available to work each month: _____

   B. Determine employee's regular/base monthly salary:

      1. At the time of accident, including longevity and other regular pay(s) _____

      2. At the time of time loss (list step raises, promotions, COLA's, etc.): _____

   C. Divide monthly salary by scheduled number of hours available to be worked to equal actual hourly rate (for that month only) _____

   D. Take dollar amount paid by TPA and divide by number of days they paid for to equal a daily rate. Divide by 8 hours (8 hours in the day) for Police, and 12 hours for Fire to equal TPA hourly rate:_____

   E. Determine how employee charged time on actual time sheets and exactly which days TPA paid for (same info as #6 above). _____

   F. Take City hourly rate times actual number of sick/vac hours used to equal amount of sick leave earnings _____

   G. Multiply TPA hourly rate by number of actual leave hours used to equal TPA's dollar payment for same period of time as #6 above: _____

   H. Multiply this number times 1.15 (15%) to equal "grossed up" or taxable equivalent. ** See note below. _____

I. Subtract this number (#H above) from what employee would have made from the City have worked (#F above). This equals the total dollar amount of supplement. _____

J. Divide by 2 to equal ½ employee to charge to personal leave* and City to pick up the other ½ and credit this number back to the employee. _____

K. Take City's ½ dollar amount of supplement and divide by employee's regular hourly rate (#F above) to equal amount of sick/vac hours to be credited back. _____

L. City to credit employee's sick/vacation leave account with appropriate number of hours.__

M. City to credit their half to employee. Note that the employee has actually already received the money, but hours need to be straightened out in this step). The portion the City donates is not considered wages or salary; therefore, it is not taxable.

* Employee may use any accrued leave (sick, vacation, comp time).

** RCW states City and employee will share the cost of disability that equates to the difference between employee's regular base check and the amount received from TPA.
Note 1: Time loss amount includes all pay employee normally earns (including overtime).
Note 2: Supplemental rule states that base monthly salary means the amount earned by the employee before any voluntary or involuntary payroll deductions, and not including overtime pay.

1.15.11 cap

APPENDIX D

Walla Walla Police Department
Use of Deadly Force Situations
SUMMARY STATEMENT TO SUPERVISOR

Incident Number: _____

Date: _____

Directions to on-scene supervisor:

This is a **compelled** statement.

The supervisor (sergeant or higher rank) is compelling this statement and will not deviate from its contents.

The supervisor will write down on this card the answers provided verbatim, and disseminate public safety information immediately via radio as appropriate, and provide this completed card to the first arriving investigative unit supervisor.

The Police supervisor receiving this information is required to submit a written statement to the investigative unit. The statement is to include that the Summary Statement was formally given to the involved officer, the content of the answers given by the involved officer, and that the supervisor did not deviate from the specified questions.

"(Rank of involved officer) _____ (Name of involved officer)_____, I am directing you to give me a summary statement in a use of deadly force incident. Due to the immediate need to take action, you are ordered to answer the following questions listed below. If you refuse to answer these questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department."

Requesting Supervisor: Name_____ Rank_____ Per#_____ Time_____

"At this time and to the best of your knowledge, please answer the following":

1. From where and in what direction did you fire rounds?_____

   _____.

2. In what direction did the suspect(s) fire rounds? _____

   _____.

3. If you know of anyone injured, what is her/his location? _____

   _____.

4. If any suspects are outstanding, what are their descriptions? _____

   _____.

Supervisors: If there are no outstanding suspects, proceed directly to question #5, otherwise ask question #4 (a-d)

4a. What was their direction of travel?_____.

4b. How long have they been gone?_____.

4c. With what weapons are the armed?_____.

4d. Are there any other safety risks known about the outstanding suspect(s)?_____

_____.

5. Does any evidence need protection?_____.

6. Any known Witnesses? _____.

7. Where are they located? _____

   _____

"(Rank of involved Officer)_____ (Name of involved officer) _____, In order to prevent the contamination of your statement, I order you not to discuss this incident with anyone, including your supervisors or staff officers, prior to the arrival of the assigned investigators, with the exception of your legal representation."

APPENDIX E

Nine (9) Hour Schedule

The purpose of this Appendix is to implement and administer Nine (9) Hour work schedule referenced in the June 26, 2015 memorandum from Captain Terry Heisey. It will be used going forward to administer the Nine (9) Hour work schedule.

For employees assigned to what is referred to as a nine-eighty schedule; a nine-eighty schedule consists of eight 9-hour shifts and one 8-hour shift over a two-week period. The nine-eighty schedule will result in eighty (80) hours in a fourteen-day work period. For example, a nine-eighty schedule may include four 9-hour days, followed by an 8-hour day. After two days off, the employee works four nine-hour days, followed by three days off. The two-week schedule then repeats.

The City retains the right to terminate this schedule upon appropriate notice to the Union.