



**CITY OF KIRKLAND**  
**Human Resources Department**  
505 Market Street Suite B, Kirkland, WA 98033 425.587.3210  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** James C. Lopez, Director of Human Resources & Performance Management

**Date:** July 24, 2012

**Subject:** Ratification of the Teamsters Local 763 Staff Agreement 2012 - 2014

## **RECOMMENDATION**

Council adopts the 2012-2014 Collective Bargaining Agreement between the City of Kirkland and the Teamsters Local 763.

## **BACKGROUND DISCUSSION:**

On June 13, 2012, the City of Kirkland was advised that the members of the Teamsters Local 763, representing the Kirkland Teamsters Staff, voted for ratification of the 2012 – 2014 Collective Bargaining Agreement. This Agreement was the result of a collaborative negotiation process between the City and the Union. Highlights include:

- Three year agreement (January 01, 2012 – December 31, 2014)
- A new provision for "double overtime" was added for shifts 12 hours or longer
- Percentage based wage increases:
  - 2012 - 2.5 %
  - 2013 - 2.5 %
  - 2014 - 0%
- Stand-by rates increased by 2.5% for the duration of the contract
- Flat rate annual boot allowance of \$225.00 for the duration of the contract
- Flat rate annual clothing allowance of \$125.00 for the duration of the contract
- Longevity is consistent with AFSCME and will increase by \$20.00 for each benchmark years beginning in 2014.
- Life insurance language change to reflect a maximum guarantee of \$250K (current practice consistent with other bargaining units)

Members of the Negotiations Teams for both the City and the union warrant commendation for this collaborative negotiation process, which occurred during challenging economic times.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with the Teamsters Local 763.

*Attachment: 2012 – 2014 Agreement -City of Kirkland and Teamsters Local 763.*

# A G R E E M E N T

by and between

CITY OF KIRKLAND, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS  
(Representing the Public Works and Parks Maintenance  
Employees)  
LOCAL UNION NO. 763

January 01, 2012 through December 31, 2014

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# **A G R E E M E N T**

by and between  
CITY OF KIRKLAND, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
(Representing the Public Works and Parks Maintenance Employees)  
LOCAL UNION NO. 763

January 01, 2012 through December 31, 2014

## **PREAMBLE**

THIS AGREEMENT is by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The purpose of the Employer and the Union entering into this Agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote uninterrupted and efficient operations; the proficiency, morale and security of employees covered by this Agreement; and harmonious relations, giving full recognition to the rights and responsibilities for the Employer, the Union and the employees.

## **ARTICLE 1 – DEFINITIONS**

1.1 As used herein, the following terms shall be defined as follows:

1.1.1 "Employer" shall mean the City of Kirkland, Washington.

1.1.2 "Union" shall mean Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters.

1.1.3 "Bargaining Unit" shall mean all maintenance and operations employees (outside and shop) as listed in Article 9, excluding supervisors, in the following departments or divisions:

Street  
Fleet  
Water  
Waste Water  
Surface Water  
Internal Services  
Parks and Community Services

- 1.1.4 "Employee" shall mean a regular full-time, regular part-time, and temporary employees in the bargaining unit (as defined in Section 1.1.3 hereof) covered by this Agreement.
- 1.1.5 "Non Bargaining Unit Employees" shall mean all non-maintenance employees and those employees in the following classifications in the departments or divisions as indicated:
- Directors
  - Clerical Employees
  - Summer Help
  - Seasonal Help
  - All other City Employees
  - On-Call/Extra Help
- 1.1.6 "Monthly Salary" shall mean the monthly rate of pay so identified and set forth in Article 9 to this Agreement.
- 1.1.7 "Overtime" shall mean compensation at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all work performed in excess of the employee's regularly scheduled shift in any one (1) day or forty (40) hours at straight-time in any one (1) week and as defined in Article 6.4.
- 1.1.8 "Double Time" shall mean compensation at two (2) times the employee's regular straight-time hourly rate of pay for all work as defined in Article 6.4.
- 1.1.9 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which a full-time or part-time employee may, by prearrangement, continue to receive the regular rate of compensation although he does not work.
- 1.1.10 "Members of employee's household" shall mean persons who reside in the same residence, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term shall not include persons sharing the same general residence when the living style is primarily that of a dormitory or commune.
- 1.1.11 "Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons when approved by the City Manager or designee.  
(Representing the Public Works and Parks Maintenance Employees)

## **ARTICLE 2 – RECOGNITION**

### **2.1 RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all those employees within the bargaining unit (as defined in Article 1, Section 1.1.3). Supervisory employees shall only instruct or train employees, assure proper standards of work and job performance, temporarily cover when qualified bargaining unit employees are not readily available, and handle emergency situations. The Employer shall not utilize part-time, temporary, or seasonal employees in a way that results in layoff or termination of regular employees from their jobs.

### **2.2 NEW CLASSIFICATIONS**

When new positions are created (or existing classifications substantially modified) within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action within two weeks of the date that the position is first posted or advertised. It is mutually agreed that it is the intent of the parties to meet, upon request, in order to include or exclude new or modified positions in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that classification designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit.

If the Union disagrees with the non-represented pay plans designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by Public Employment Relations Commission (PERC) upon petition by the Union. Should PERC determine the position is to be included in the bargaining unit, the position shall be placed within the Union Salary Schedule at the appropriate rate of pay and at a step that results in no decrease and be removed from the non-represented pay plan.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 MEMBERSHIP**

Union Membership - Consistent with the provisions of Section 3.1.1, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and all employees covered by this Agreement who are hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

3.1.1 Nothing contained in this Article shall require an employee who can substantiate that there exists bona fide religious tenants or teachings of a church or religious body of which the employee is a member to join the Union, in which case an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee and the Union.

### **3.2 DUES AND INITIATION FEES DEDUCTION**

Upon written authorization from an employee within the bargaining unit, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Union and shall forward such sum to the Union. Should any employee not have any monies due them or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that employee for that month. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Upon written authorization from an employee within the bargaining unit, the Employer shall also deduct from the wages of that employee the sum certified as the initiation fees of the Union in equal payroll increments and shall forward such sum to the Union. As above, the Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any initiation fee of dues for the Union.

### **3.3 BARGAINING UNIT ROSTER**

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, social security number, salary, classification, department, hire date and termination date. The Employer will provide notification to the Union for all new hires and promotional advancement by means of a letter courtesy copy, written or electronic.

The Union agrees to supply Human Resources with current lists of officers and stewards. The Employer will recognize the officers and stewards, as soon as the list is received, in writing by Human Resources.

### **3.4 NONDISCRIMINATION – UNION ACTIVITY**

No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

## **ARTICLE 4 - UNION/EMPLOYER RELATIONS**

### **4.1 UNION ACCESS**

The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

#### **4.2 FACILITY USE**

The Union shall be permitted to use designated premises of the Employer for Union meetings with or without Union staff present, provided such is not disruptive to operations and space is available.

#### **4.3 STEWARDS**

The Union shall provide the Human Resources Department with a current list of all stewards and officers. With notice to the City, stewards and/or the officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4. Employees shall attend Union meetings on their own time.

#### **4.4 ORIENTATION**

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification and Union contact information.

#### **4.5 BULLETIN BOARDS**

Bulletin Boards - The Employer shall provide suitable space for a bulletin board to be used by the Union for official Union notices.

#### **4.6 CONTRACT DISTRIBUTION**

The Union will provide access to this Agreement to each new and current employee in the unit.

#### **4.7 NEGOTIATIONS RELEASE TIME**

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

The Employer shall compensate each employee who is a member of the Negotiation Committee and take time off from their scheduled shift to meet and negotiate successor agreements or changes and amendments to existing agreements. Overtime will not be paid for negotiations that take place outside the employee's normal work schedule.

#### **4.8 GRIEVANCE RELEASE TIME**

Prior to any proposed investigation of a grievance, stewards or officers shall provide notice to their and the grievant's supervisor, which will be granted unless the steward, officer or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift, without express pre-authorization by the Department Director or Human Resources.

#### **4.9 UNION BUSINESS**

Consistent with Articles 4.3, 4.8 and 19.4, stewards shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

Any concerns by the Employer which indicate that a Union steward is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the Staff Representative of the Union or their designee.

### **ARTICLE 5 – EMPLOYMENT**

#### **5.1 PROBATIONARY PERIODS**

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal six (6) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

The Employer may extend the six month probationary period for new employees up to an additional six months. The Employer shall provide a written notice to the Union no less than fourteen (14) calendar days prior to the probationary period's expiration of his or her intent to extend a probationary period. The Union may request reconsideration of the decision within fourteen (14) calendar days from the date of the notice. The employee will remain on probation until such time as a resolution has been determined.

Trial Service Period - Employees who are transferred or promoted into a posted position and/or classification in the bargaining unit shall serve a trial service period for three (3) months of work, consistent with Article 7.3. Employees moving between divisions, but in the same classification, does not constitute a transfer but rather is a change of assignment and does not invoke a Trial Service Period.

#### **5.2 TYPES OF EMPLOYMENT**

It is the intent of the employer to maximize the number of full-time benefitted employees with the mutual understanding of the potential need for other types of employment as identified in this Article.

##### **5.2.1 Regular Full-Time Employees:**

A regular full time employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular Full-Time employees are eligible to receive the standard benefit package.

##### **5.2.2 Regular Part-Time Employees:**

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked.

### **5.2.3 Temporary Employees:**

A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary employee is eligible for the standard benefits package, prorated to match the anticipated FTE percentage and adjusted by actual hours worked.

If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment. Any new-hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment/project may be terminated at any time for any reason, with or without notice.

### **5.2.4 Seasonal Employees:**

A seasonal employee works for a specific amount of time and is not anticipated to meet or exceed one thousand and forty (1,040) accumulated hours in a rolling twelve (12) month period. A seasonal employee is not eligible to receive the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement.

### **5.2.5 On-Call/Extra Help Employees:**

An on-call/extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a rolling twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that

point, and adjusted by actual hours worked. Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement.

### **5.3 CONTRACTORS**

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work. Contractors will not be utilized in a manner that will cause an employee to be laid-off or terminated.

### **5.4 STUDENTS/INTERNS**

Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

### **6.1 WORKDAY/WORKWEEK**

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59 p.m.). Such workweek shall be consecutive days. Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

### **6.2 WORK SCHEDULES**

Each employee shall be assigned a regular work schedule and starting time. If a shift change or a starting time change is to occur, other than temporary, the employee shall be given a week's notice prior to the change going into effect. If emergency re-scheduling occurs, the employee shall be paid twenty percent (20%) over their regular straight-time hourly rate of pay for all hours worked outside of the regular schedule.

End of Work Day Cleanup Time - Employees shall be allowed ten (10) minutes on the Employer's time for cleanup purposes at the end of the work day, the cleanup time period shall commence upon the cessation of the employee's duties. Time keeping required for specific work assignments shall be handled during the course of the work day.

Flex Time - Employees may have flexible starting times and working hours (including alternate work schedules such as a 4/10 work week) with mutual consent between the employee and the Department Director, provided such schedule complies with the Fair Labor Standards Act.

Outside Employment - Employees shall be permitted to maintain other employment to the extent that it does not impair the employee's ability to perform his or her normal work

duties and/or responsibilities with the City of Kirkland, nor create a conflict of interest as defined by the City's Personnel policies.

### **6.3 REST/MEAL BREAKS**

Rest Breaks - Employees shall receive a rest period of fifteen (15) minutes, on the Employer's time, for each work period of four (4) hours or more. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period and shall be taken at the work site or closest location where lavatory and washing facilities are available. No employee shall be required to work more than three (3) hours without a rest period. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week.

Meal Periods - During regular or overtime work shifts, employees shall be allowed a meal period of thirty (30) minutes which shall be on the employee's own time. The meal period shall commence within one (1) hour of the mid-point of shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. One-half (1/2) hour overtime shall be paid to an employee who is directed to work in excess of five (5) consecutive hours without a meal period.

6.3.1 Prior to the taking of a meal period, the employee shall be allowed a five (5) minute period for cleanup and travel to the Kirkland Maintenance Center lunch room located at 915 8th Street, Kirkland, Washington, or a nearby sanitary facility. If an employee takes the meal period at the work site, said employee shall be prepared to resume work immediately after the meal period. In the event that the employee takes the meal period at the above-referenced lunch room, or a nearby sanitary facility, the employee shall be allowed five (5) minutes travel time to return to the work site.

6.3.2 For employees on an overtime or emergency rescheduled shift, if the meal period falls between the hours of 9:00 P.M. and 5:00 A.M., a meal shall be reimbursed consistent with the lunch rate in the Employer's reimbursement policy.

### **6.4 OVERTIME**

All work which has been specifically authorized by a supervisor, performed in excess of the employee's daily scheduled work day (if scheduled for eight (8) hours or more) in one (1) day or in excess of forty (40) hours per workweek shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. For employees on a 4/10, 9/80, or other flex schedule, overtime shall be paid consistent with FLSA or the provisions of this section. Overtime shall be paid for in fifteen (15) minute increments for time worked either immediately prior to or immediately after the employee's regular shift. Overtime worked in excess of four (4) hours of the employee's scheduled work day shall be paid at two (2) times the employee's regular straight time hourly rate of pay for actual hours worked (minimum call back hours do not count as actual hours worked). Scheduled overtime on the employee's normally scheduled day off shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

- 6.4.1 For purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time within the employee's regular scheduled FLSA work week shall be considered as time worked.
  - 6.4.1.1 Hours worked for double overtime will be assigned to the calendar day on which the overtime started.
- 6.4.2 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Except in emergent/emergency situations, all overtime must be approved in advance by the employee's immediate supervisor.
- 6.4.2 For purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time within the employee's regular scheduled FLSA work week shall be considered as time worked.
- 6.4.2 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Except in emergent/emergency situations, all overtime must be approved in advance by the employee's immediate supervisor.
- 6.4.3 Callbacks shall be offered to qualified employees by Division. In the event there are no qualified employees in the Division that make themselves available for overtime, the overtime shall be offered to those qualified employees outside of the Division.

## **6.5 COMPENSATORY TIME**

Overtime shall either be paid or compensatory time awarded. Overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

In lieu of paid overtime, compensatory time-off may be utilized upon the request of the employee and shall be taken at the rate of one and one-half (1-1/2) times the actual time worked. Scheduling of compensatory time shall be approved by the employee's immediate supervisor. Compensatory time-off shall be taken in increments of not less than one (1) hour. Use of compensatory time in increments of forty (40) hours or more shall require two (2) weeks prior notice and immediate supervisor's approval.

- 6.5.1 The employee shall indicate on their daily time card the desire to have compensatory time-off in lieu of paid overtime. The employee's choice for the pay period in question shall not be changed once the employee's time card has been turned into payroll. An employee may only accrue compensatory time up to a maximum balance of one hundred twenty (120) hours. The Employer reserves the right to pay for overtime, rather than award compensatory time, by providing individual notice to the employee prior to or at the time of authorizing the overtime.

6.5.2 All accumulated compensatory time shall be cashed-out and paid to the employee on an annual basis on the first paycheck following November 1<sup>st</sup>, for all hours earned through October 31<sup>st</sup>, provided however, with written notice submitted to the payroll preparer prior to October 31<sup>st</sup> the employee may elect to carryover up to forty (40) hours of compensatory time into the next cycle year. The cycle year shall be November 1 through October 31.

## **ARTICLE 7 – EMPLOYMENT PRACTICES**

### **7.1 NONDISCRIMINATION**

The Employer and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination. Administration and application that is not in contravention of Federal or State law shall not be construed to be discrimination under this Article.

The Union and the Employer agree to provide equal opportunity to all their members and employees. Neither the Employer nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

### **7.2 JOB POSTING**

When a Regular job opening in the bargaining unit or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources department for a period of no less than five (5) working days before the position is filled. Job openings shall be posted within the City (“internal posting”) and may also be posted externally. The Employer may consider applicants from within the City or may advertise and solicit applicants simultaneously from outside the City. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the department to whom the position will report and the application process. Union positions will be identified as such.

When a regular full-time job vacancy occurs, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to perform the duties of the job as measured by a competitive examination.

### **7.3 PROMOTIONS**

Promotions to a higher job classification shall be according to ability and seniority; ability determined to be equal, seniority shall prevail. There shall be a three (3) month trial service period, or less at the Employer's option, for such promotions, in order for the employees to acquire skills and demonstrate their qualifications, during which time the employee shall be compensated at the higher rate of pay. During the trial service period,

an employee promoted to a regular position may return to the former position if they have discussed the reasons for the decision with the supervisor, and if it is within the first three (3) months of the trial service period.

Upon returning to the former position, the employee shall retain their seniority and be placed in the salary schedule and step in which they would have been had they not been promoted. It shall be the policy of the Employer to promote to supervisory positions insofar as possible from the ranks of the employees.

#### **7.4 PERSONNEL FILE/POLICIES**

Unless otherwise provided by the terms of this Agreement, the City of Kirkland Administrative and Personnel Policies shall apply to members of this bargaining unit. Employees shall also refer to City policies to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. However, where there is a conflict between City Policies and Procedures and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

The agreement of the parties with regards to drug and alcohol testing will become part of this Agreement and adopted by this reference.

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Upon approval of the Human Resources Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

#### **7.5 EVALUATIONS**

The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or appointing authority during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.5.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

Evaluation shall not, by itself, constitute disciplinary action—disciplinary action must be specifically identified as such, in writing, consistent with Article 7.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

## **7.6 DISCIPLINE/CORRECTIVE ACTION**

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that, just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct,
- suspension without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation, if requested by the employee.

The Employer may discipline an employee for just cause; provided that the employee is entitled to a Loudermill type hearing before they are disciplined. The hearing does not need to be a full evidentiary hearing and need not include the opportunity for the employee to cross examine his or her accusers. All that is required is:

- 7.6.1 Written notice to the employee and the Union representative (if requested by the employee) of the charges and the time set for the hearing, which notice must be given within fifteen (15) calendar days of the Employer obtaining knowledge of the conduct giving rise to the need for discipline, unless mutually agreed;
- 7.6.2 Provide a copy of the Employer's evidence, if any, to the employee and the Union, which obligation continues after the hearing for any subsequent review pursuant to Article 19 and;
- 7.6.3 An opportunity for the employee to present his or her case and/or any mitigating circumstances.

If after the hearing the employee is disciplined and the employee disagrees with such action, such disagreement shall constitute a dispute regarding the application of the Agreement to the employee and the employee shall use the grievance process set forth in Article 19 of this Agreement to obtain review of that disciplinary action.

The City and the Union agree to consider proposals to change the effective time period for written warnings as part of the Labor Management process outlined in Article 17.

## ARTICLE 8 - SENIORITY

### 8.1 DEFINITIONS

Seniority shall be defined as total length of service in the bargaining unit in a regular full time or part time budgeted position, excluding that portion of extended unpaid leaves of absences in excess of thirty (30) continuous calendar days.

The seniority date shall be adjusted for leaves of absence without pay in excess of thirty (30) consecutive calendar days, except when such leaves are the result of federal or state legally protected leaves.

No seniority shall be established while an employee is employed in any non-regular position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for accrual or step movement purposes only.

### 8.2 APPLICATION OF SENIORITY

Seniority shall be applied in the following manner:

8.2.1 Postings/promotions: - among current employees, where ability and qualifications are equal, seniority will be observed in job postings, promotion and reassignment (i.e. transfers and shift changes). Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, and employment record.

Appointments of employees to positions shall be made by the Employer, upon selection of the applicants determined by the Employer to be best qualified for the positions. First consideration shall be given to the advancement of current employees before appointment of new employees, consistent with Article 7.2.

8.2.2 Layoffs: - Total bargaining unit seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s) unless there are overriding reasons related to unique and specific qualifications or job specification. In the event of two employees having the same bargaining unit seniority, time in job classification shall be determinative.

8.2.3 Bumping: - As to bumping, the employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

8.2.4 Recall: - Seniority shall be determinative in the identification of which employee is to be recalled from the recall list consistent with Article 8.9.

### **8.3 PROBATIONARY PERIOD**

A regular employee's seniority shall be established as the initial date of hire in the bargaining unit, upon completion of the probationary period.

### **8.4 LOSS OF SENIORITY**

An employee will lose seniority rights by and/or upon:

- 8.4.1. Resignation.
- 8.4.2. Discharge for cause.
- 8.4.3. Retirement.
- 8.4.4. Layoff/Recall list of more than fourteen (14) consecutive months
- 8.4.5. Failure to respond to offer of recall to former position.
- 8.4.6. Failure to respond to two offers of recall to comparable employment.

Employees who are re-employed following the loss of their seniority shall be deemed a newly-hired employee for all purposes under this Agreement.

### **8.5 LAYOFFS**

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions, or in the number of partial FTEs, or a involuntary reduction of scheduled hours (i.e. full time FTE to partial FTE) within the City or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

### **8.6 NOTICE**

Employees affected will be given at least thirty (30) calendar day's written notice of the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. If the employer does not provide ten (10) working days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and ten (10) working days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer, by written notice, within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

### **8.7 MEETING WITH UNION**

The Union shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review possible alternatives to layoff.

## **8.8 AFFECTED GROUP**

The following procedure shall apply to any layoff:

8.8.1 Affected employees: The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff.

The least senior employee within the affected job classification shall be selected for layoff. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position.

8.8.2 Volunteers: Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority.

8.8.3 Probationary Employees: If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

## **8.9 VACANT POSITIONS**

Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13.

## **8.10 SENIORITY LIST**

The Employer shall update the seniority list and provide it to the Union annually, or upon request. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

## **8.11 ORDER OF LAYOFF**

The least senior employee (by bargaining unit seniority) within the affected job classification and affected department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary, extra help or temporary basis.

## **8.12 COMPARABLE EMPLOYMENT**

For purposes of this Article, “comparable employment,” “comparable position” or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

## **8.13 LAYOFF OPTIONS**

Affected employees who have completed their probationary period shall have the following options:

8.13.1 Assume a vacant Position: On a bargaining unit seniority basis, to assume a vacant position in the same department, for which they are qualified.

8.13.2 Bump: Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) in lower classifications or laterally. Qualified shall mean having demonstrated skills and required experience to perform the job.

If there is no employee in the next lower classification or laterally who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

8.13.3 Recall: If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step.

## **8.14 REDUCTION HOURS/FTE**

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, or may elect to be placed on recall in accordance with Article 8.13.

## **8.15 RECALL**

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's

address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept or fail to respond within seven (7) consecutive days of the receipt of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights.

As long as any employee remains on the recall list the Employer shall not newly employ by hiring persons into the bargaining unit until all qualified employees holding recall rights have been offered recall.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

#### **8.16 VACATION & LEAVE CASH OUTS/PAY**

Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff.

#### **8.17 UNEMPLOYMENT CLAIMS**

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

### **ARTICLE 9 – WAGES**

The monthly salaries for employees covered by this Agreement are contained herein to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the life of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations, consistent with Article 2.2.

# 9.1 WAGE SCHEDULE

TEAMSTERS 2012 2.5% wage increase 01012012

| Pay Group | Position Title                    | Step A  | Step B  | Step C  | Step D  | Step E  | Step F  | Step G  | Step H  | Step A  | Step B  | Step C  | Step D  | Step E  | Step F  | Step G  | Step H  |
|-----------|-----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|           |                                   | 0-12m   | - 2 4 m | 25-36m  | 37-48m  | 49-60m  | 61-72m  | 73-84m  | 85m +   | 0-12m   | 13-24m  | 25-36m  | 37-48m  | 49-60m  | 61-72m  | 73-84m  | 85m +   |
| 1         | Vacant                            | \$5,604 | \$5,745 | \$5,885 | \$6,033 | \$6,187 | \$6,433 | \$6,695 | \$6,695 | \$32.33 | \$33.14 | \$33.95 | \$34.81 | \$35.69 | \$37.11 | \$38.63 | \$38.63 |
| 2         | Electronic Tech I                 | \$5,463 | \$5,596 | \$5,736 | \$5,879 | \$6,029 | \$6,267 | \$6,519 | \$6,519 | \$31.52 | \$32.28 | \$33.09 | \$33.92 | \$34.78 | \$36.16 | \$37.61 | \$37.61 |
| 3         | Leadperson                        | * * *   | * * *   | \$5,100 | \$5,288 | \$5,470 | \$5,687 | \$5,914 | \$6,154 | * * *   | * * *   | \$30.47 | \$31.21 | \$31.96 | \$32.81 | \$34.12 | \$35.50 |
| 4         | Mechanic I                        | * * *   | * * *   | \$4,848 | \$5,099 | \$5,355 | \$5,606 | \$6,067 | \$6,067 | * * *   | * * *   | \$27.97 | \$29.42 | \$30.89 | \$32.34 | \$33.64 | \$35.00 |
| 5         | Electronic Tech II                | \$4,429 | \$4,686 | \$4,946 | \$5,204 | \$5,464 | \$5,722 | \$5,949 | \$5,949 | \$25.55 | \$27.03 | \$28.53 | \$30.02 | \$31.52 | \$33.01 | \$34.32 | \$34.32 |
|           | Emergency Vehicle Tech            | \$4,429 | \$4,686 | \$4,946 | \$5,204 | \$5,464 | \$5,722 | \$5,949 | \$5,949 | \$25.55 | \$27.03 | \$28.53 | \$30.02 | \$31.52 | \$33.01 | \$34.32 | \$34.32 |
| 6         | Facilities Services Tech I        | \$4,386 | \$4,521 | \$4,651 | \$4,795 | \$5,040 | \$5,241 | \$5,448 | \$5,666 | \$25.30 | \$26.08 | \$26.83 | \$27.66 | \$29.08 | \$30.24 | \$31.43 | \$32.69 |
|           | Field Arborist                    | \$4,386 | \$4,521 | \$4,651 | \$4,795 | \$5,040 | \$5,241 | \$5,448 | \$5,666 | \$25.30 | \$26.08 | \$26.83 | \$27.66 | \$29.08 | \$30.24 | \$31.43 | \$32.69 |
| 7         | Sr. Maintenance Person            | \$4,279 | \$4,410 | \$4,538 | \$4,677 | \$4,913 | \$5,110 | \$5,314 | \$5,527 | \$24.69 | \$25.44 | \$26.18 | \$26.98 | \$28.34 | \$29.48 | \$30.66 | \$31.89 |
|           | Sr. Groundsperson                 | \$4,279 | \$4,410 | \$4,538 | \$4,677 | \$4,913 | \$5,110 | \$5,314 | \$5,527 | \$24.69 | \$25.44 | \$26.18 | \$26.98 | \$28.34 | \$29.48 | \$30.66 | \$31.89 |
|           | Mechanic II                       | \$4,279 | \$4,410 | \$4,538 | \$4,677 | \$4,913 | \$5,110 | \$5,314 | \$5,527 | \$24.69 | \$25.44 | \$26.18 | \$26.98 | \$28.34 | \$29.48 | \$30.66 | \$31.89 |
|           | Senior Craftsperson               | \$4,279 | \$4,410 | \$4,538 | \$4,677 | \$4,913 | \$5,110 | \$5,314 | \$5,527 | \$24.69 | \$25.44 | \$26.18 | \$26.98 | \$28.34 | \$29.48 | \$30.66 | \$31.89 |
|           | Yard Maint & Inv Control          | \$4,279 | \$4,410 | \$4,538 | \$4,677 | \$4,913 | \$5,110 | \$5,314 | \$5,527 | \$24.69 | \$25.44 | \$26.18 | \$26.98 | \$28.34 | \$29.48 | \$30.66 | \$31.89 |
|           | Facilities Services Tech II       | \$4,279 | \$4,410 | \$4,538 | \$4,677 | \$4,913 | \$5,110 | \$5,314 | \$5,527 | \$24.69 | \$25.44 | \$26.18 | \$26.98 | \$28.34 | \$29.48 | \$30.66 | \$31.89 |
| 8         | Utility Craftsperson              | \$3,988 | \$4,181 | \$4,333 | \$4,487 | \$4,640 | \$4,792 | \$4,946 | \$5,098 | \$23.01 | \$24.12 | \$25.00 | \$25.89 | \$26.77 | \$27.65 | \$28.53 | \$29.41 |
|           | Utility Craftsperson-Meter Reader | \$3,988 | \$4,181 | \$4,333 | \$4,487 | \$4,640 | \$4,792 | \$4,946 | \$5,098 | \$23.01 | \$24.12 | \$25.00 | \$25.89 | \$26.77 | \$27.65 | \$28.53 | \$29.41 |
| Pay Group | Position Title                    | Step A  | Step B  | Step C  | Step D  | Step E  | Step F  | Step G  | Step H  | Step A  | Step B  | Step C  | Step D  | Step E  | Step F  | Step G  | Step H  |
| Pay Group |                                   | 0-6m    | 7-12m   | 13-24m  | 25-36m  | 37-48m  | 49-60m  | 61-72m  | 73m +   | 0-6m    | 7-12m   | 13-24m  | 25-36m  | 37-48m  | 49-60m  | 61-72m  | 73m +   |
| 9         | Utilityperson                     | \$3,368 | \$3,529 | \$3,696 | \$3,873 | \$4,057 | \$4,253 | \$4,454 | \$4,632 | \$19.43 | \$20.36 | \$21.32 | \$22.34 | \$23.41 | \$24.54 | \$25.70 | \$26.72 |
|           | Groundsperson                     | \$3,368 | \$3,529 | \$3,696 | \$3,873 | \$4,057 | \$4,253 | \$4,454 | \$4,632 | \$19.43 | \$20.36 | \$21.32 | \$22.34 | \$23.41 | \$24.54 | \$25.70 | \$26.72 |
|           | Grounds Technician                | \$3,368 | \$3,529 | \$3,696 | \$3,873 | \$4,057 | \$4,253 | \$4,454 | \$4,632 | \$19.43 | \$20.36 | \$21.32 | \$22.34 | \$23.41 | \$24.54 | \$25.70 | \$26.72 |
|           | Mechanic III                      | \$3,368 | \$3,529 | \$3,696 | \$3,873 | \$4,057 | \$4,253 | \$4,454 | \$4,632 | \$19.43 | \$20.36 | \$21.32 | \$22.34 | \$23.41 | \$24.54 | \$25.70 | \$26.72 |
|           | Custodian                         | \$3,368 | \$3,529 | \$3,696 | \$3,873 | \$4,057 | \$4,253 | \$4,454 | \$4,632 | \$19.43 | \$20.36 | \$21.32 | \$22.34 | \$23.41 | \$24.54 | \$25.70 | \$26.72 |
|           | Electronic Tech III               | \$3,368 | \$3,529 | \$3,696 | \$3,873 | \$4,057 | \$4,253 | \$4,454 | \$4,632 | \$19.43 | \$20.36 | \$21.32 | \$22.34 | \$23.41 | \$24.54 | \$25.70 | \$26.72 |
|           | Facilities Services Tech III      | \$3,368 | \$3,529 | \$3,696 | \$3,873 | \$4,057 | \$4,253 | \$4,454 | \$4,632 | \$19.43 | \$20.36 | \$21.32 | \$22.34 | \$23.41 | \$24.54 | \$25.70 | \$26.72 |
| 10        | Laborer                           | Step A  | Step B  |         |         |         |         |         |         | Step A  | Step B  |         |         |         |         |         |         |
|           |                                   | 0-6m    | 07-12m  |         |         |         |         |         |         | 0-6m    | 7-12m   |         |         |         |         |         |         |
|           |                                   | \$2,990 | \$3,084 |         |         |         |         |         |         | \$17.25 | \$17.79 |         |         |         |         |         |         |

## Wage Adjustments

9.1.1.a Effective January 01, 2013 the monthly rates of pay, shall be increased by two and one half percent (2.5%) through December 31, **2013**.

9.1.1.b Effective January 01, 2014 the monthly rates of pay, shall be increased by zero percent (0%).

### 9.1.1.c

9.1.2 Pay Groups and Steps: positions have been identified in pay groups that compare positions with similar competencies, skills and abilities:

|               |  |
|---------------|--|
| Pay Group 1:  | Vacant   |
| Pay Group 2:  | Electronic Tech I  |
| Pay Group 3:  | Leadperson   |
| Pay Group 4:  | Mechanic I   |
| Pay Group 5:  | Electronic Tech II, Emergency Vehicle Tech   |
| Pay Group 6:  | Facilities Services Tech I, Field Arborist   |
| Pay Group 7:  | Sr. Maintenance Person, Sr. Groundsperson, Mechanic II, Senior Craftsperson, Yard Maint & Inv Control, Facilities Services Tech II |
| Pay Group 8:  | Utility Craftsperson, Utility Craftsperson-Meter Reader  |
| Pay Group 9:  | Utility Person, Grounds person, Grounds Tech, Mechanic III, Custodian, Electronic Tech III, Facilities Services Tech III           |
| Pay Group 10: | Laborer  |

9.1.3 Any employee hired to the position of Mechanic II, as a condition of employment, shall obtain an EVT within 12 months from date of hire.

9.1.4 Employees performing the work of Scuba Diving for the Parks Department shall be compensated at one and one-half (1-1/2) times their straight time hourly rate of pay, corresponding with the employee's pay Step, for all hours worked as a Scuba Diver.

9.1.5 For PAY GROUPS 1- 8, STEP A to B, STEP B to C, STEP C to D, STEP D to E, STEP E to F, STEP F to G AND STEP G to H are automatic progression PAY STEPS, each being twelve (12) months in duration.

9.1.6 For PAY GROUP 9, STEP A to B and STEP B to C are automatic progression PAY STEPS, each being six (6) months in duration. STEP C to D, STEP D to E, STEP E to F, STEP F to G, STEP G to H are automatic progression PAY STEPS, each being twelve (12) months in duration.

9.1.7 For PAY GROUP 10, STEP A to B and STEP B of PAY GROUP 10 to STEP A of PAY GROUP 9 are automatic progression PAY STEPS, each being six (6) months in duration.

An employee who is promoted from one classification to another shall be placed into the next higher PAY STEP of the new classification that provides for an increase of at least five percent (5%) above the wage currently being received by the employee prior to the promotion.

The following constitutes those pieces of machinery and tools which are to be operated by a PAY GROUP 7 employee or higher classification and only after being certified by a Supervisor as to operational competency:

- Backhoe
- Eductor Truck
- Crawler Tractor (D4 or above)
- Dual Axle Dump Truck
- Grader
- Loader
- Sweeper
- Tractor Roadside Mower
- 16 Foot Mower
- Pipeline Video Truck
- Track Hoe/Excavator
- Motorized Paving Machine

The following constitutes those pieces of machinery and tools which are to be operated by a PAY GROUP 9 employee or higher classification and only after being certified by a Supervisor as to operational competency:

- Crawler Tractor (Less than D4)
- Loader (Less than 2.5 cy)
- Multi-purpose Agricultural Tractor
- Rider Mowers\*
- Roller
- Brush Chipper
- Aerial Lift/Bucket Truck
- Single Axle Dump Truck with airbrakes

The following constitutes those pieces of machinery and tools which are to be operated by a PAY GROUP 10 employee or higher classification and only after being certified by a Supervisor as to operational competency.

- Compressor\*
- Hand and Power Tools\*
- Pick-up Trucks and Service Vehicles (including ATV & Flatbeds)\*
- Single Axle Dump Truck without airbrakes

## Truck Mounted Weed Sprayer

- \* May be operated by Seasonal/On call Employees who are properly trained and when no regular employee is present or available to do the work—all other equipment must be operated by or assisted by a regular employee pursuant to classification.

### **9.2 HIRE-IN RATES**

New regular employees shall normally be placed at Step A of the appropriate salary range.

### **9.3 SHIFT DIFFERENTIAL**

Shift differential is not applicable to this bargaining unit.

## **ARTICLE 10 – OTHER COMPENSATION**

### **10.1 STANDBY PAY**

Bargaining unit employees who volunteer for Standby Duty shall be added to the weekly assignment rotation list for Standby Duty. If such volunteers are unable to fill the need for Standby Duty, the Employer may assign employees on a regular rotating basis to Standby Duty. Prior to inclusion on the weekly assignment rotation list for Standby Duty an employee shall be approved as to qualifications in their discipline by the departmental Director or his/her designee following, reasonable training provided by the Employer.

- 10.1.1 The purpose of Standby Duty is to be available during off-duty hours to receive service requests concerning problems; to investigate the nature and seriousness of the problem either by telephone, City issued cell phone, City issued laptop, or by on-site inspection; to correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; to call out appropriate crews when necessary; to direct the crew to the site; to perform work as a crew member if callback should occur; and to keep appropriate records. The City may issue laptop, or cell phone for the expressed use of the standby assignment, no personal use of this equipment will be allowed. An employee on Standby Duty shall be provided a City vehicle while on duty.
- 10.1.2 In the event personnel are needed, qualified bargaining unit members shall be given first opportunity to respond to call out.
- 10.1.3 In emergency situations, when providing cross-training for a limited and specific time or when a Department has instituted a Standby Duty practice and has less than six (6) qualified employees who have volunteered for Standby Duty, the Employer may continue to assign non-bargaining unit employees to Standby Duty.
- 10.1.4 An employee who wishes to be removed from volunteer Standby Duty shall give two (2) weeks' notice. Employees may be moved up on the rotational list as required by the Employer.

- 10.1.5 The Employer shall make every effort to design the rotation of the Standby Duty among the employees so that no one (1) employee or group of employees is consistently assigned standby on holiday weekends.

Standby Duty shall commence as of quitting time on Tuesday and continue through to starting time on the following Tuesday morning. Other seven (7) day weekly periods of time may be established, in lieu of the Tuesday to Tuesday schedule, by mutual agreement between the Employer and the employee group. An employee who serves on Standby Duty shall receive a flat rate of seven hundred thirteen dollars and eighty-seven cents (\$713.87).

- 10.1.6 Telemetry Standby - Notwithstanding Section 10.1, the Telemetry Standby shall be compensated at a rate that shall average three hundred seventy-five and eighteen cents (\$375.18) week. The Employer shall continue to assign non-bargaining unit employees to Telemetry Standby Duty when there are less than six (6) employees who have volunteered for the Standby Duty. The Employer is involved in the training of employee(s) for Telemetry duties.

- 10.1.7 Partial Week Standby Duty - In the event that a Department institutes a Standby Duty practice that provides for weekend and/or holiday coverage (as distinguished from full week Standby Duty, as specified in Sections 10.1 and 10.1.5 or Telemetry Standby, as specified in Section 10.1.6), the following conditions shall apply:

- 10.1.8 Weekend Standby Duty - Weekend Standby Duty shall commence as of quitting time on Friday and continue through to starting time on the following Monday morning. An employee who serves Weekend Standby Duty shall receive a flat rate of three hundred six dollars and ninety-seven cents (\$306.97). (note:  $3 \div 7 \text{ days} = 43\%$   $\$713.87 = \$306.97$ ) per weekend.

- 10.1.9 Holiday Standby Duty - Holiday Standby Duty shall commence as of quitting time the day before the holiday. (For example, if the holiday falls on Monday, the Holiday Standby Duty shall commence at the normal starting time on the Monday, and shall continue through to the following day's normal start time.) An employee who serves Holiday Standby Duty shall receive a flat rate of one hundred eight dollars and sixty one cents (\$108.61) per holiday. This Section shall not apply to those employees on Standby Duty pursuant to Sections 10.1.5 or 10.1.6.

- 10.1.10 Daily Standby Duty – Shall commence at the end of the regular work shift for the Parks and Facilities staff members. The purpose of daily stand-by is for circumstances such as special events, emergencies, and leave coverage. An employee who serves a single day of Stand by duty shall receive a flat rate of ninety-nine dollars and ninety four cents (\$99.94) (note:  $1 \div 7 \text{ days} = 14\%$  x  $\$713.87 \text{ weekly rate} = \$99.94$ ).

10.1.11 The Standby Duty rates shall remain constant for the duration of this agreement.

## **10.2 CALL-BACK PAY**

An employee who is called to return to work after having left the work location upon completion of their shift, shall receive a minimum of three (3) hours pay at the overtime rate; provided however, should they be called to return to work within three (3) hours from the starting time of their work shift, they shall receive compensation at the overtime rate only for that period from the callout to the start of their work shift. Upon request of the employee, the Employer shall endeavor to provide no less than a four (4) hour break between the completion of an employee's work on callback and the starting time of their work shift when the employee on callback has worked four (4) hours or more. Only hours actually worked can be counted toward double time, ref: Article 6.4.

## **10.3 WORK IN A HIGHER CLASSIFICATION**

In the event an employee operates equipment or works in a higher classification than that to which the employee is regularly assigned, the employee shall be paid at the next higher pay step of the higher classification that provides for an increase of at least five percent (5%) for the period worked, provided such work exceeds four (4) hours or more during a workday. This Article shall not apply to on the job training under the direction of an instructor. An employee may request to be tested and taken off training status.

Employees on a twelve (12) month Leave from their Job Classifications – Employees, who upon Employer approval, go on leave for the purpose of training within the an AFSCME classification position shall return within twelve (12) months to their original job classification. Employees shall continue to accrue vacations, seniority, including time towards their progressions and all other benefits covered by Local Union No. 763 Labor Agreement.

The Employee shall be responsible for the payment of his/her dues to such Labor Organization which holds jurisdiction over the temporary position. Representation during this temporary assignment will be the responsibility of the jurisdictional Union over the position.

## **10.4 MILEAGE REIMBURSEMENT**

All bargaining unit employees who are required to use their own vehicles for City business shall be reimbursed at the mileage rate set by then current policy for all miles driven on such business.

## **10.5 FOOTWEAR ALLOWANCE**

Footwear - On the first payday in September of each year, the Employer shall distribute to each benefitted employee an allowance, for ANSI approved work footwear in the amount of two hundred twenty-five dollars, \$225.00. The employee shall wear protective footwear that meets or exceeds safety specifications to be allowed to perform compensated work.

10.5.1 Protective footwear shall be worn on the job during activities of any hazard exposure in order for the employee to be allowed to work each day.

10.5.2 New Hire Employees – New employees shall be eligible for a footwear allotment upon hire; provided however, should the employee fail to successfully complete their probationary period the value of such footwear shall be withheld from their final pay check.

10.5.3 WISHA compliance procedure may be reviewed from time-to-time, as necessary, by the Safety Risk Analyst.

10.5.4 Street clothing, purchased by the City for an employee as part of a uniform will be considered taxable income.

Clothing Allowance- on the first payday in March of each year, the employer shall issue to each participating employee a clothing allowance for work related pants in the amount of one hundred twenty-five dollars, \$125.00.

## 10.6 LONGEVITY PAY

All employees who have completed 9 continuous years of service to the Employer will receive a flat rate per month and will not be affected by the COLA.

Effective upon ratification of the Agreement, the above sentence will be amended to recognize long-term service and longevity will be added for all employees who have completed continuous years of service based on the chart below:

\$ 50.00 total per month at the start of the - 10<sup>th</sup> year of service

\$100.00 total per month at the start of the - 15<sup>th</sup> year of service

\$150.00 total per month at the start of the - 20<sup>th</sup> year of service

For the year 2014:

\$ 70.00 total per month at the start of the 10<sup>th</sup> year of service

\$120.00 total per month at the start of the 15<sup>th</sup> year of service

\$170.00 total per month at the start of the 20<sup>th</sup> year of service

## ARTICLE 11 – HOLIDAYS

### 11.1 HOLIDAYS

Benefitted employees shall be granted the following holidays and such other days as the City Council may recognize without a reduction in pay:

| <u>Holiday</u>                   | <u>Observed</u>        |
|----------------------------------|------------------------|
| New Year's Day                   | January 1st            |
| Martin Luther King, Jr. Birthday | 3rd Monday in January  |
| President's Day                  | 3rd Monday in February |
| Memorial Day                     | Last Monday in May     |
| Independence Day                 | July 4th               |

|                                |  |
|--------------------------------|--|
| Labor Day                      | 1st Monday in September                        |
| Veteran's Day                  | November 11th                                  |
| Thanksgiving Day               | 4th Thursday in November                       |
| The Day after Thanksgiving Day |  |
| Day Before Christmas Day       | Last regular work day before<br>Christmas Day  |
| Christmas Day                  | December 25th                                  |
| Day Before New Year's Day      | Last regular work day before<br>New Year's Day |
| Floating Holiday               |  |

## **11.2 RELIGIOUS HOLIDAYS**

Benefitted employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

## **11.3 HOLIDAY OBSERVANCE**

When one (1) of the above listed holidays falls on the sixth (6th) day of an employee's workweek, the fifth (5th) day shall be observed as the holiday. When one (1) of the above listed holidays falls on the seventh (7th) day of the workweek, the following day shall be observed as the holiday. For those employees on a 4/10 work schedule or other alternate schedule, when one (1) of the listed holidays falls on one (1) of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the Employer.

The holidays listed above represent specific events as indicated. Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth above.

When an employee requests a Floating Holiday, the request must give at least one (1) week advance notice. The employee must have completed probation to be eligible for his/her floating holiday. Granting of the Floating Holiday shall be based on departmental needs and requirements. Seniority shall prevail in granting time off in those instances where more than one (1) employee requests the same day. A Floating Holiday shall equal an eight (8) hour period.

## **11.4 HOLIDAY ON DAY OFF**

Benefitted employees shall receive eight (8) hours' holiday benefit pay for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE.

## **11.5 HOLIDAY COMPENSATION**

Should any work be performed by an employee on a holiday at the direction of their supervisor, they shall be paid at the overtime rate for such work. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

## ARTICLE 12 – VACATION

### 12.1 VACATION ACCRUAL

Benefitted employees shall receive vacation leave each year based upon the following schedule:

| YEARS OF EMPLOYMENT                  | ANNUAL VACATION<br>(DUTY HOURS) |
|--------------------------------------|---------------------------------|
| 1st -4th years                       | 104 hours                       |
| 5th -7th years                       | 128 hours                       |
| 8th -10th years                      | 136 hours                       |
| 11th -13th years                     | 144 hours                       |
| 14th - 16th years                    | 160 hours                       |
| 17th - 19th years                    | 176 hours                       |
| 20th - 24 <sup>th</sup> years        | 192 hours                       |
| 25 <sup>th</sup> year and thereafter | 200 hours                       |

The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with their anniversary date of employment.

Vacation leave shall accrue during any leave without pay on a pro rata basis. Such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation hours under the schedule at Section 12.1.

An additional eight (8) hours of vacation shall be granted in the event a holiday falls within the employee's vacation period.

Vacation leave shall not be accumulated in excess of two hundred eighty (280) hours within a calendar year without the express prior written authorization of the City Manager or designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next except as provided in the following paragraph.

Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the employee requested to utilize the leave and service and work requirements precluded granting the leave. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

Taking any leave without pay in any pay period shall result in a pro-rationing of vacation accrual for that pay period, which shall be calculated upon actual hours worked as a percentage of the total hours of the pay period.

### 12.2 VACATION SCHEDULING

Employees shall provide two (2) weeks notice to the Employer for vacation leave of more than one (1) week. With approval of the Department Director, vacation may be taken in one (1) hour increments. Vacations shall be scheduled at such times as the Employer

finds most suitable after considering the wishes of the employee and the requirements of the department.

Employees shall have the option of using compensatory time (consistent with Article 6.5) or vacation leave for approved paid time off.

### **12.3 VACATION PAY**

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

Earned vacation leave may be taken at any time during a period of sickness after the exhaustion of sick leave. At the employee's election, accrued comp time may also be used.

### **12.4 VACATION UPON TERMINATION**

Upon separation from City employment, employees who have been employed by the Employer for six (6) or more consecutive months shall receive pay in lieu of unused earned vacation leave up to a maximum of two hundred forty (240) hours. Any vacation leave accrued beyond the afore-referenced maximum shall be forfeited and shall not form the basis for any severance pay or additional compensation. In no case shall an employee receive pay in lieu of unused vacation leave prior to separation from City employment, unless approved by City Manager or designee.

## **ARTICLE 13 - SICK LEAVE**

### **13.1 SICK LEAVE ACCRUAL**

Sick Leave - Employees are expected to be on the job, and on time, unless excused by their supervisor or Department Director. Periodic review of employee's attendance records shall be made by each department. Excessive absenteeism or tardiness, or use of sick leave for purposes other than those provided for in this Agreement shall result in disciplinary action against the employee.

13.1.1 Regular employees sick leave with pay shall accrue at the rate of eight (8) hours of leave for each calendar month of the employee's service and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) working hours. Taking any leave without pay in any pay period shall result in a pro-rationing of sick leave accrual for that pay period, which shall be calculated upon actual hours worked as a percentage of the total hours of the pay period.

### **13.2 SICK LEAVE USAGE**

Sick leave shall be available to benefitted employees after they have worked for a minimum of thirty (30) consecutive calendar days after their most recent date of hire.

Sick leave shall be granted for the following reasons: Personal illness, mental or physical incapacity which renders the employee unable to perform the duties of his or her position, care for or serious illness of immediate family, medical or dental appointments or as otherwise required by law or this agreement.

After three (3) days and/or at the discretion of the Department Director, certification of illness by a health care provider may be required for approval of sick leave with pay. Certification shall be on a form provided by the Employer and signed by a health care provider stating that the employee has been ill and is now able to return to work and perform the required duties.

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 and probable duration of absence within one (1) hour of the regular starting time on the first (1st) day off duty and each day thereafter, provided the illness is not long term.

Absence for a fraction or part of a day that is chargeable to sick leave shall be charged proportionally in an amount not smaller than one-half (1/2) hour a day. Holidays and other normal days off during the week shall not be charged against sick leave.

### **13.3 SHARED LEAVE**

The City may permit an employee to receive donation of vacation or comp time consistent with the then current Shared Leave policy.

### **13.4 COORDINATION - WORKER'S COMPENSATION**

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Workers' Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act, by such employee and his regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as hereinbefore specified.

### **13.5 FAMILY MEMBER**

Sick leave may be utilized as referenced above in this article for an immediate family member requiring the employee's attendance.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **14.1 IN GENERAL**

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day of the following pay period in which it is earned (no “negative” leave use during the period in which it is earned).

During unpaid leave, an eligible benefitted employee shall maintain accrued leave, but shall not accrue any additional leave.

#### **14.2 JURY DUTY/COURT**

An employee required to serve on a jury or as a result of official City duties is required to appear before a Court, Legislative Committee or Quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service.

#### **14.3 MILITARY LEAVE**

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one working days of military leave per year (October 1 through September 30).

#### **14.4 BEREAVEMENT**

Should an employee or a member of the employee’s household suffer a death in their immediate family, such employee shall be allowed up to twenty-four (24) hours pay per event to attend the funeral. This leave is not cumulative from year to year.

14.4.1 Upon request, and approval from the Department Director additional time up to twenty-four (24) hours of an employee's accumulated sick leave may be utilized where circumstances warrant it.

#### **14.5 MAINTENANCE OF SENIORITY**

The Employer shall adjust the employee’s anniversary date to reflect any period of unpaid leave in excess of thirty (30) continuous calendar days. Seniority shall continue to accrue and the employee’s anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

#### **14.6 LEAVE WITHOUT PAY**

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. Compensatory time may be utilized at the discretion of the employee.

If authorized by the Employer or required by law, regular employees may take up to six (6) months leave of absence without pay. Leaves of thirty (30) calendar days or less can be authorized by the Department Director. Leaves in excess of thirty (30) calendar days require authorization by the City Manager or designee. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave. Upon expiration of the leave, the employee shall be reinstated in the position held at the time the leave was granted.

#### **14.7 FAMILY LEAVE – FMLA**

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of “immediate family” will be found in Article 1.

The Employer shall maintain the employee’s health benefits during this leave. If the employee fails to return from leave for any other reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement and subject to the retention provisions provided for in the Employer’s Personnel Policy. Upon the employee’s election, any accrued comp time may be utilized prior to any period of unpaid leave.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

#### **14.8 MATERNITY LEAVE**

Consistent with WAC 162-30-020(4), the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer’s expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay in a manner consistent with law. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any

accrued comp time. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

#### **14.9 INCLEMENT WEATHER**

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the then current Inclement Weather Policy of the City. The goal shall be to continue to provide essential City services, consistent with public and employee safety and emergency operations priorities.

### **ARTICLE 15 – HEALTH & WELFARE**

#### **15.1 MAINTENANCE OF BENEFITS**

Medical and Dental Insurance - The Employer may self-insure medical and/or dental insurance coverage or select a new medical and/or dental insurance plan and shall make every possible effort to maintain substantially equivalent benefits. The Employer and the Union shall meet to explore alternative insurance coverage prior to selecting any new medical and/or dental insurance plan in order to maintain substantially equivalent benefits at a reasonable cost. The Employer recognizes its responsibility to bargain with the union the impact of those decisions.

The Union shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. Among the items to be considered would be identification of options for retiree medical participation. The Benefit Committee representative shall have no authority to negotiate on behalf of the Union any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

Participation in benefits shall be consistent with Article 5.2 of this Agreement and the Trusts and Plans described below.

Changes in insurance carrier shall be subject to Article 15.1.

#### **15.2 HEALTH AND LIFE INSURANCE**

Medical Insurance – Effective January 1, 2012 the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the City of Kirkland Prime Plan or Group Health Plan, or their equivalent for each employee of the bargaining unit.

Dental and Vision - The Employer shall pay each month into the following Benefit Trust Funds those amounts required on behalf of each eligible employee who was compensated forty (40) hours or more in the month preceding the month in which the contribution is due:

Northwest Teamsters Dental Trust Fund (Plan A)

## Vision Services Plan

The employer will strive to ensure employees access to benefits programs in compliance of plan underwriting rules for domestic partners.

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the employee, up to a guaranteed issue amount of \$250,000. The employee is responsible for any taxes associated with this benefit.

15.2.1 In the event the employee elects Group Health Cooperative coverage, the employee shall pay the additional amount in premiums that exceed those rates set forth within Section 15.1.

15.2.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Funds to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

### **15.3 FLEXIBLE SPENDING ACCOUNT – FSA**

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. Except as provided below, the Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

Contributions to the flexible spending account can be made by the employee as a payroll deduction subject to the rules and limitations contained within the Internal Revenue Code.

### **15.4 RETIREMENT**

Teamster Pension – Effective January 1, 2012, the City shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each straight time hour for which compensation is paid up to a maximum of one hundred and eighty-four (184) hours per calendar month. The City shall pay up to the contribution rate of thirty five cents (\$0.35) per hour. Any rate above the thirty-five cents (\$0.35) shall be diverted from the hourly rate of pay for each employee up to the maximum of one hundred and eighty-four (184) hours per calendar month.

15.4.1 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of contributions due, the prompt

and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

15.4.2 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 15.4 on behalf of all individuals performing bargaining unit work, including part-time employees, temporary employees, summer help and seasonal help.

15.4.3 Upon written notice by the Union and effective no sooner than 60 days after such notification, the Employer shall additionally transmit to the trust via payroll deduction in an amount, per hour, determined by the membership, applicable to the bargaining unit members.

Teamsters Retiree's Welfare Trust - If directed by the Union and effective no sooner than 60 days after notification, the Employer shall divert from the hourly rate of pay of each employee each month one hundred percent (100%) of the premium necessary to provide coverage under the Teamsters Retiree's Welfare Trust on behalf of each employee who is compensated eighty (80) hours or more in the month preceding the month in which the contribution is due. The Union shall inform the Employer after a vote of the membership has affirmed the desire to divert such wages.

State Retirement (PERS) - Pensions for employees and contributions to pension funds will be governed by the Washington State statutes in relation thereto in existence during the contract period.

## **15.5 VEBA**

Effective January 1, 2012, the employer shall provide access to a Voluntary Employee's Beneficiary Association Trust (VEBA) for eligible employees. The City agrees to provide a mandatory payroll deduction for this plan. All eligible employees will be required to sign and submit to the City an HRA VEBA Enrollment Form. A copy of the HRA VEBA Plan will be provided to each eligible employee for reference.

15.5.1 If directed by the Union (and effective no sooner than 60 days after notification), the Employer shall contribute to the Plan via payroll deduction on behalf of all employees in the bargaining unit as determined by the bargaining unit. The amount shall be calculated and contributed on a monthly basis and the employee's salary shall be reduced in an equal amount.

15.5.2 Contribution levels for this bargaining unit will be in force for each subsequent calendar year until such time one or more members of the bargaining unit request to vote a change in the contribution level for the following year. The amount shall be determined by a majority vote of members in the bargaining unit. Tie votes will be resolved by a flip of a coin.

## **ARTICLE 16 – TRAINING**

### **16.1 TRAINING**

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with the current policy.

### **16.2 TRAINING REIMBURSEMENT**

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA).

Certifications – Upon written request, the Employer shall pay for one (1) job related license, professional certification or professional affiliation per employee. Additional requests may be made, on an exceptional basis, and consideration weighed by the work-related value. Excluded from this reimbursement are license fees and/or designations specified as a minimum qualification for the employee's current job classification, such as drivers' license and Commercial Drivers Licenses.

## **ARTICLE 17 - LABOR/MANAGEMENT COMMITTEES**

### **17.1 PURPOSE OF COMMITTEE**

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and issues of a general nature affecting the Union and the Employer need consideration.

The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

### **17.2 COMPOSITION OF COMMITTEE**

To accomplish this end, a labor/management committee shall be composed of representatives of the Employer and of the Union. Said employees shall be allowed to attend the labor/management meetings. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

### **17.3 COMPENSATION**

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

## **ARTICLE 18 – HEALTH & SAFETY**

## **18.1 SAFE WORKPLACE**

Safety - The Employer and employees shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Commercial Drivers Licenses - For all employees employed as of the signature date of this Agreement, the Employer shall pay up to fifty-five (\$55.00) or the actual cost at an Employer designated facility, whichever is the greater, for the cost of any physical exam necessary for the attainment or renewal of a Commercial Drivers License.

Commercial Drivers License's Substance Abuse Testing Policy is incorporated by Appendix A.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's instruction and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

## **18.2 HEALTH & SAFETY PLAN**

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

## **18.3 DRUG FREE WORKPLACE**

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of their Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the City's Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the City's substance abuse policy.

## **18.4 WORK PLACE VIOLENCE**

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **19.1 GRIEVANCE DEFINED**

A "Grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. All grievance time frames shall be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

### **19.2 GRIEVANCE PROCEDURE**

In the event of a grievance, the following procedure shall be used:

STEP 1 - An employee must present a grievance within twenty (20) working days of its alleged occurrence to the employee's supervisor. The supervisor will provide a copy to Human Resources. The supervisor shall attempt to resolve it within five (5) working days after it is presented.

STEP 2 - If the employee is not satisfied with the solution by the immediate supervisor, the grievance, in writing, may be presented within ten (10) working days of the supervisor's response to the Department Director by a Union representative. The Union may initially file a grievance at this STEP. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the Section of the Agreement violated and the remedy sought. The Department Director shall attempt to resolve the grievance within five (5) working days after it has been presented to them.

STEP 3 - If the employee and/or the Union is not satisfied with the solution by the Department Director, the grievance may be presented within ten (10) working days to the City Manager or designee. The City Manager or designee shall attempt to resolve the grievance within fifteen (15) working days after it is presented.

STEP 4 - If the grievance is not resolved by the City Manager or designee, the grievance may, within fifteen (15) working days, be referred to arbitration. The appointment of the Arbitrator shall be by mutual agreement. Should the parties not reach mutual agreement, either party may request the Public Employment Relations Commission to provide a list of five (5) arbitrators from which the parties may select one (1). The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person from the list until only one (1) remains. The party striking the first name shall be selected by lot. The last remaining name on the list shall be the Arbitrator selected to hear the dispute.

By mutual agreement between the Union and the Employer, the afore-referenced time limits may be waived.

It shall be the function of the Arbitrator to hold a hearing at which the parties may present their cases concerning the grievance. The Arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Each party hereto shall pay the expenses of their own representatives and the expenses of the Arbitrator shall be borne equally by the parties hereto.

The term "employee" for purposes of this Article may mean the employee accompanied by his Union representative, if they so desire.

Neither the Arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or change any of the present provisions of this Agreement.

### **19.3 UNION/EMPLOYER GRIEVANCE**

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer/employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Union may initiate at Step 2 anytime that a grievance involves a group of employees (five or more or three or more from different teams or departments). Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

### **19.4 SCHEDULE OF MEETINGS**

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

## **ARTICLE 20 - NO STRIKE / NO LOCKOUT**

### **20.1 NO STRIKE / NO LOCKOUT**

No employee shall strike, slowdown, interfere with the operation of the department, or refuse to perform the employee's assigned duties to the best of the employee's ability, nor shall the Union cause or condone any strikes, slow downs or other interference with the normal operations of the Employer during the life of this Agreement. The Employer shall not lockout any employee during the life of this Agreement.

## **ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

21.1.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies.

21.1.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

21.1.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.

21.1.4 The Employer reserves the right to discipline or discharge for cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.

21.1.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not expressly limited by this Agreement.

## **ARTICLE 22 - GENERAL PROVISIONS**

### **22.1 SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. Upon the request of one (1) party to the other, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

## **ARTICLE 23 – ENTIRE AGREEMENT**

### **23.1 DURATION CLAUSE**

This Agreement shall be effective January 01, 2012 and shall remain in full force and effect through December 31, 2014.

This Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been consummated or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event may this Agreement be terminated earlier than one (1) year following the expiration date.

### **23.2 ENTIRE AGREEMENT**

The agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments except in writing and with agreement of both parties.

**SIGNATURES**

PUBLIC, PROFESSIONAL & OFFICE-  
CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763, affiliated with the  
International Brotherhood of Teamsters

CITY OF KIRKLAND,  
WASHINGTON

By \_\_\_\_\_  
Scott A. Sullivan, Secretary-Treasurer

By \_\_\_\_\_  
Kurt Triplett, City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
William Evans, Assistant City Attorney

Date \_\_\_\_\_



## **City of Kirkland**

505 Market Street, Suite B • Kirkland, Washington 98033 • (425) 587-3210 •

TTY (425) 587-3111

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# **APPENDIX A**

## **City of Kirkland**

### **Commercial Driver's License**

### **Substance Abuse Policy**

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**CITY OF KIRKLAND**  
**COMMERCIAL DRIVERS LICENSE**  
**SUBSTANCE ABUSE POLICY**

I. INTRODUCTION

A. Purpose

The purpose of this policy is to establish compliance with the Federal Highway Administration regulations requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety-sensitive positions, including those who are required to hold a Commercial Driver's License. This policy sets forth the City of Kirkland's alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

B. Policy

The City has a significant interest in the health and safety of its employees and the citizens of the City of Kirkland. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants under the circumstances outlined in this policy.

C. Applicability

The following groups of employees are required by law to participate in the drug and alcohol testing program:

1. Regular employees who are required to operate a commercial vehicle as part of their routine job duties;
2. Temporary employees who are required to operate a commercial vehicle as part of their routine job duties;
3. Any employee who possesses a Commercial Driver's License who may at any time operate a commercial vehicle on an on-call, emergency, or unscheduled basis (including supervisory employees who may be called upon at any time to operate a commercial motor vehicle);
4. Current employees who transfer or promote to a position requiring operation of a commercial vehicle and possession of a Commercial Driver's License;
5. A pre-employment drug test is required of all persons given a conditional job offer for a position that meets the description outlined above.

D. Definitions

*Accident* – Accident means an occurrence involving a commercial vehicle on a public road which results in (1) a fatality; (2) an accident involving a moving violation citation and bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicles to be transported away from the scene by a tow truck or other motor vehicle.

*Alcohol - Alcohol concentration (AC)* means the concentration of alcohol in a person's blood or breath. When expressed as a percentage it means grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath. (\* Federal Motor Carrier Safety Administration – Regulation -390.5.htm)

*Driver* - This term includes all employees whose positions may involve driving a commercial vehicle and that require the possession of a Commercial Driver's License.

*Commercial Vehicle* - A commercial vehicle is one that either: (1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); (2) is designed to transport 16 or more persons, including the driver; or (3) is used to transport hazardous materials.

*Drugs* - For the purposes of this policy, in accordance with the applicable federal regulations, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.

*Medical Review Officer (MRO)* - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

*Safety Sensitive Position* - For the purposes of this policy, these are positions associated with the driving of commercial vehicles.

*Substance Abuse Professional (SAP)* - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

E. Designated Contact

The following individual(s) have been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance:

Safety/Risk Analyst

Human Resources Analyst

F. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact the EAP for assistance in early detection of substance abuse problems

and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact the Human Resources Office.

For EAP services, contact Kirkland's EAP provider at 1-800- 999-1077.

G. Testing, Evaluation, and Referral Services

The City has contracted with Healthforce Occupational Medicine Consortium Services for much of the administration of this program. The City has contracted with Healthforce to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

*Drug and Alcohol Test Collection Site:*

Dynacare Laboratories  
12911 120<sup>TH</sup> Avenue NE – Suite D-60  
Kirkland, WA 98034

*Drug & Alcohol Test Collection Site:*

Healthforce - Bellevue  
13033 Bel-Red Road, Suite 110  
Bellevue, WA 98005

*Testing Laboratory:*

Drug Proof  
Laboratory of Pathology  
1229 Madison, Suite 500  
Seattle, WA 98104  
206-386-2661

*Medical Review Officer*

Healthforce  
18323 Bothell-Everett Highway  
Suite 220  
Bothell, WA 98012  
425-242-3651

*Substance Abuse Professional:*

Healthforce  
Alderwood Professional Building  
3924 204<sup>th</sup> Street SW, Suite 111  
Lynnwood, WA 98036  
1-800-570-9315

H. Prohibited Conduct

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

1. Alcohol Concentration

An employee may not report for or remain on duty requiring the performance of safety sensitive duties covered under this policy while having an alcohol concentration of 0.04 or greater.

2. Alcohol Possession and On-Duty Use of Alcohol

An employee may not possess or use alcohol while on duty or while operating a commercial vehicle.

3. Pre-Duty Use of Alcohol

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

4. Alcohol Use Following an Accident

An employee required to take a post-accident alcohol test may not use alcohol for eight hours following the accident, or until a post-accident alcohol test is given, whichever comes first.

5. Use of Drugs

Any employee, covered by this policy, shall not report for duty or remain on duty following use of a drug or drugs. Except when a physician has advised the employee and the supervisor that the drug does not adversely alter the employee's ability to safely perform their duties, including the operation of a vehicle. Employees are required to inform the supervisor of any therapeutic drug use if the drug may result in a positive test. Use of over-the-counter substances must be used in accordance with the guidelines of its safe use.

6. Refusal to Submit to a Required Test

An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as defined by this policy.

7. Positive Drug Test

An employee may not report for duty or remain on duty requiring the performance of duties covered under this policy if the employee tests positive for drugs or alcohol.

8. Tampering with a Required Test

An employee may not tamper with, adulterate, alter, substitute, or otherwise obstruct any testing process required under this policy.

9. Possession, Transfer or Sale

No employee may possess, transfer, or sell drugs or alcohol while on duty or City premises.

## II. SECURING INFORMATION FROM PREVIOUS EMPLOYERS

If an applicant has received a conditional offer of employment for a position that requires a CDL, per FMCSA 391.23(e), the City must obtain the following information from all previous DOT regulated employers that employed the driver within the previous three years from the date of application, in a safety-sensitive function that required alcohol and controlled substance testing.

- 1) Alcohol tests with a BAC 0.04 or higher alcohol concentration
- 2) Verified positive drug tests
- 3) Refusal to be tested (including verified adulterated or substituted drugs test results)
- 4) Failure to undertake or complete a rehabilitation program.

The City may offer conditional employment to the new employee prior to obtaining the information from previous employers. If the information has not arrived by the anticipated start date, and if the person has passed the pre-employment drug test, the person may be conditionally hired. If the requested information is not obtained from the previous employers within thirty (30) calendar days of the date of hire, the conditional employment shall cease and the employee shall be released. If the information obtained from previous employers indicates either a positive test or that a refusal to be tested occurred within the past two (2) years, the conditional employment shall cease, unless the person can provide information indicating a treatment program was successfully completed, including return-to-duty testing.

### III. TESTING

#### A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs prior to being placed in a safety-sensitive position. New employees will not be placed in a safety-sensitive position until a verified negative drug test results are obtained. If pre-employment drug testing is not utilized new hired employees will not be placed in a safety-sensitive position until a verified drug test has been obtained or test confirmation for the new employee is received from a prior employer.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in rescinding the conditional offer of employment by the City. A City employee who is seeking to transfer to a position requiring the driving of a commercial vehicle and tests positive will be denied transfer and be eligible to re-apply after a period of six (6) months.

#### B. Random Testing

The names and social security numbers for employees covered by these procedures at the City have been included in the Healthforce drug and alcohol testing pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by Healthforce and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is fifty (50) percent of the pool for drug testing and ten (10) percent of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 100 random alcohol tests conducted throughout the year.

Healthforce uses a software program called HEIDI to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing, and others will be selected for both drug and alcohol testing.

Each month, Healthforce will send the names of individuals selected for random testing to the City's Safety/Risk Analyst. These names will be maintained in a confidential manner.

Employees selected for random testing will be scheduled for a test by the Safety/Risk Analyst during the month that the name was selected. The appointment for the collection will be made in advance and maintained in a confidential manner by the Safety/Risk Analyst until the day of the collection. The supervisor and/or the employees will not be notified until just prior to the testing. The employee may request a union steward to accompany him/her to the testing site, provided the sample must be collected within two (2) hours following notification.

Upon notification of selection for random testing, the employee will receive a *Donor Notification of Scheduled Drug and/or Alcohol Test* letter from the Safety/Risk Analyst contact. The employee must present the *Donor Notification of Scheduled Drug and/or Alcohol Test* letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed directly to the collection site for testing. The collection and testing procedures are outlined in Attachment A.

If an employee scheduled for an alcohol test receives a confirmed test result with a blood alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

C. Reasonable Suspicion Testing

According to the federal regulations, reasonable suspicion testing is to be based on “specific, contemporaneous, articulately made observations concerning the appearance, behavior, speech, or body odors of the employee.” Only supervisors (or management staff) who has been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance, or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors are required to complete an *Impaired Behavior Incident Report Form* (Attachment D) as soon as possible. When possible, the observation shall be witnessed by another supervisor and verified on the observation form.

If a supervisor has reasonable suspicion to believe that an employee who is on duty or about to go on duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately and notify Human Resources. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site as soon as possible by the supervisor for testing. The employee may request a union steward to accompany him/her to the collection site, provided the testing is not unreasonably delayed.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee is on work duty. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

1. An alcohol test is administered and the driver’s breath alcohol concentration measures less than 0.02; or
2. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

D. Post-Accident Testing

All employees covered by these procedures will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road which results in:

1. A fatality, OR
2. The driver receives a citation under state or local law for a moving violation, AND
  - a. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene, OR
  - b. one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle, OR

3. As otherwise necessitated by Federal Motor Carrier Safety Administration Part 382.

After an accident, employees are responsible for contacting their immediate supervisor or other management personnel. Supervisors are responsible for determining if the accident qualifies the driver for post accident testing and, if so, should escort the employee to the collection site. Employees may request a union steward to accompany them to the collection site, provided it does not cause an unreasonable delay. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Employees subject to post-accident testing are prohibited from consuming alcohol for eight hours following the accident, or until the employee has completed the alcohol test, whichever comes first. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

E. Return-to-Duty and Follow-Up Testing

All employees who have engaged in prohibited conduct as defined in the Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles, including those who have tested positive for drugs or alcohol, are subject to return-to-duty testing and may be subject to follow-up testing.

1. Return-to-Duty Testing

After engaging in prohibited conduct regarding alcohol or drug use, an employee is required to undergo a return-to-duty alcohol and/or drug test prior to returning to a duty which requires driving a commercial vehicle. A return-to-duty alcohol test must result in a breath alcohol concentration of 0.02 or less. A return-to-duty drug test must result in a verified negative result.

2. Follow-Up Testing

Employees who successfully complete a rehabilitation program and are released to return to work, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow-up testing, which involves unannounced drug and/or alcohol testing at least 6 times during the following 12 months. The follow-up testing period for each incident will not exceed twenty-four (24) months unless the SAP recommends a longer period of rehabilitation which shall not exceed sixty (60) months.

F. After-Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by Healthforce for such occurrences.

G. Re-Tests

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within seventy-two (72) hours (excluding weekends) of notification of a positive test result by the Medical Review Officer (MRO).

H. Refusal to Take Alcohol or Drug Test

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

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

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

IV. TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Pre-employment testing
- e. Follow-up testing
- f. Return-to-duty testing

2. Employees are responsible for the costs associated with the following tests:

- a. Split sample re-tests made at the employee's request.

If a split sample re-test returns a negative result, the City will reimburse the employee for the cost of the test.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee over and above the costs paid by the employee's benefits.

B. Pay Status

1. Time Spent Testing

Employees will be compensated for time spent directly reporting to the testing facility (and return) and during the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Follow-up testing

Employees are responsible for taking the following tests on their own time:

- a. Return-to-duty testing
2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on paid administrative leave pending the outcome of the test results.

3. Alcohol Concentration of 0.02 but less than 0.04

If an employee receives an alcohol test result of at least 0.02 but less than 0.04, the employee must be removed from duty which requires driving a commercial motor vehicle for at least twenty-four (24) hours following the administration of the test.

4. Positive Drug Test or Alcohol Test Result of 0.04 or Higher

An employee who receives a positive drug test or who tests 0.04 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the policy (see Consequences of Engaging in Prohibited Conduct and Positive Drug or Alcohol Test

## V. TESTING METHODS

### A. Drug Testing

The drug testing requires candidates to provide a urine specimen of at least 45 ml to be tested for the presence of amphetamines, cocaine, marijuana (THC), opiates, and phencyclidine (PCP). The specimen will be sent to a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO). Specific collection procedures and analytical procedures are covered in Attachment B.

### B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath testing (EBT) device operated by a trained breath alcohol technician (BAT) at the collection site. The first test performed will be a screening test. If the screening test results in an alcohol concentration of less than 0.02, it will be considered a negative test. If the screening test results in an alcohol concentration of 0.02 or greater, a second, or confirmation test is performed within 15 to 20 minutes. Specific alcohol testing procedures are covered in Attachment A.

## VI. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT OR POSITIVE DRUG OR ALCOHOL TESTS

### A. Positive Test Result

If an employee tests positive for drugs, engages in other prohibited conduct, or has an alcohol test that indicates a blood alcohol level of 0.04 or greater from a random, reasonable suspicion, or post-accident test, the employee will be immediately removed from all duties requiring the driving of a commercial vehicle. Disciplinary action may also be initiated, which takes into consideration the employees past record. The employee will not be permitted to return to work unless he/she:

1. Has been evaluated by a qualified Substance Abuse Professional; and,
2. If recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. Has a verified negative result on a return-to-duty alcohol (less than 0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and a negative return-to-work drug test, the Substance Abuse Professional will establish a follow-up testing plan. The City must ensure the plan is carried out. A minimum of six tests MUST be conducted in the first 12 months. Employees may be subject to testing for a maximum of 60 months.

### B. Alcohol Concentration of 0.02 but Less Than 0.04

Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least twenty-four (24) hours.

## VII. EMPLOYEE ASSISTANCE PROGRAM/VOLUNTARY REFERRAL

The City supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees as with any other illness or disability including the right to request reasonable accommodation.

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

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

## VIII. TRAINING AND EDUCATION

The City will provide all required employees with access to this Appendix A (City of Kirkland Commercial Driver's License Substance Abuse Policy) and access to all other information that are State and Federal regulations and other information as may be required by the federal regulations.

Managers and supervisors designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or drug testing will receive at least 60 minutes of training on alcohol and 60 additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

## IX. CONFIDENTIALITY AND RECORD RETENTION

All records related to drug and alcohol testing will be maintained in a secure location with controlled access and maintained in a confidential manner. These records will be kept in the employee's medical file.

## **ATTACHMENT A**

# ***HealthForce Occupational Medicine Occupational Medicine Drug Testing Collection Policies & Procedures***

The following instructions will be available to each collector and donor. All the specimens **MUST** be collected in strict compliance with these instructions. If you have any questions, please contact the lead nurse or the Medical Review Office.

### **Designation of Collection site**

The collector will use the area or areas defined as the designated collection site. The collection site will provide an enclosure for private urination, a toilet for completion of urination, a source of water for hand washing, and a clean surface for the collector and donor to complete paperwork.

### **Security**

The collector will utilize the following minimum procedures for ensuring against unauthorized access to the collection site and the compromise of the integrity of the collection process:

1. The collection site will be cleaned, searched and secured prior to specimen collections. Once the site has been verified secure, the door will be kept closed at all times when not being used for obtaining urine specimens.
2. The collector will maintain this security during the collection process
3. The collection site will post signs preventing access to all unauthorized personnel during the collection process.

If an alternate site is used, the requirements set forth above must be complied with and maintained. The collection site will maintain security of the collection area from the time the specimen is presented until the sealed mailer is transferred for shipment. The mailer shall be immediately mailed, maintained in a secured storage area or remain under the personal control of the collector until specimens are shipped.

### **Chain of Custody**

Handling and transportation of urine specimens from one authorized individual to place to another shall always be documented through the chain of custody. Every effort will be made to minimize the number of people handling the specimens.

### **Access Limited to Authorized Personnel**

No unauthorized personnel shall be permitted in any part of the designated collection area where urine specimens are collected and stored. Only the collector may handle the specimen prior to its being secured in the mailing container. In order to promote the security of the specimens, avoid distractions to the collector and ensure against any confusion in the identification of specimens, the collector shall only conduct one collection at any given time. For this purpose, the collection process is completed when the urine bottle has been sealed and initialed, the custody and control form has been executed and the employee has departed the collection site.

## **Privacy & Observed Collections**

The collector will be responsible for using procedures for collecting urine specimens which allow the donor privacy during urination, unless there is reason to believe that a particular donor may alter or substitute the specimen to be provided, as further described in this section. For purposes of this plan, the following circumstances are the exclusive grounds constituting reason to believe that the donor may alter or substitute the specimen, thereby requiring an observed collection:

1. The donor presents a urine specimen that falls outside the normal temperature range.
2. The last urine specimen provided by the donor (i.e.: on a previous collection) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 20 mg/dl
3. The collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (i.e.: substitute urine in plain site, blue dye in specimen etc.)
4. The donor has previously been determined to have used a controlled substance without medical authorization and the collection is being conducted as part of a rehabilitation program. The donor presents to the collection site for a return to duty screen after rehabilitation has been completed or under DOT regulations governing follow-up testing after completing a return to duty collection.

## **Integrity and Identity of Specimens & Collection Procedures**

The collector will take precautions to ensure that the urine specimen will not be adulterated or diluted during the collection process and that the information on the urine container and the chain of custody form can identify the donor from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

1. To deter the dilution of the specimens, bluing agents shall be placed in the toilet tanks wherever possible so that the water reservoir always remains blue. Where practical, there shall be no other source of water (i.e.: no shower or sink) in the same enclosure where urination occurs. If there is another water source, it shall be effectively secured or monitored to ensure that it is not used as a source for diluting the specimen.
2. When the donor arrives at the collection area, the collector will ensure that the donor is positively identified as the employee selected for testing (i.e.: through presentation of photo identification or by the donor's accompanying supervisor). If the donor's identity cannot be established, the collector shall discontinue with the collection and notify the company contact.
3. If the donor fails to arrive at the designated time, the collector shall note the discrepancy and notify the company contact.
4. The collector shall ask the donor to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the donor's urine specimen. The collector will have the donor empty pockets for inspection. The collector shall ensure that the donor's personal belongings remain together and secure. The donor may retain his/her wallet. If the belongings are to be secured out of site from the collector, the donor may request a receipt for his/her items.
5. The donor shall be instructed to wash and dry his/her hands prior to the collection.
6. After washing, the donor shall remain in the presence of the collector and shall not have access to any water fountains, faucets, soap dispensers, cleaning agents or any other materials which could be used to adulterate the specimen.

7. The collector shall note any unusual behavior or appearance on the chain of custody.
8. In the exceptional event that an employer-designated collection site is not accessible and there is an immediate requirement for a specimen collection (i.e.: accident investigation), a public restroom may be used according to the following procedure: a collector of the same gender as the donor shall accompany the donor into the public restroom which shall be made secure during the collection process. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collector will remain in the restroom, but outside the stall until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collector shall instruct the donor not to flush the toilet until the specimen is delivered to the collector. After the collector has possession of the specimen, the donor will be instructed to flush the toilet and to complete the chain of custody with the collector.
9. The donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 ml.
10. If a collection container is used, the collector, in the presence of the donor, pours the urine into two specimen bottles for a split collection. Thirty (30) ml shall be poured into the primary container and at least fifteen (15) shall be poured into the secondary container for the split. If a single specimen bottle is used as a collection container, the collector shall pour 30 ml of urine into a second specimen bottle - to be used as the primary specimen - and retain the remainder (at least 15 ml) in the collection bottle for the split specimen.
11. After the specimen has been provided to the collector, the donor shall be allowed to wash his/her hands.
12. Immediately after the specimen is collected, the collector shall measure the temperature of the urine. The temperature measuring device must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed 4 minutes. The collector will also inspect the specimen to determine its color and to look for signs of contaminants. Any unusual findings shall be noted on the chain of custody.
13. The collector shall place securely on the bottle an identification label which contains the date, the specimen ID number and the donor's initials. The donor shall initial the labels on the specimen bottles for the purpose of certifying that they are the specimens collected from the donor.
14. The collector shall enter all the identifying information required for completion of the chain of custody. The collector shall sign the chain of custody to certify that the collection was accomplished in accordance with the instructions provided.
15. The donor shall be asked to read and sign the statement on the chain of custody certifying that the specimen identified as having been collected from the donor is in fact the donor's and that it has not been tampered or adulterated in any fashion.
16. Both the donor and the collector shall keep the specimen in full view at all times prior to being sealed and labeled. The specimen will be sealed by tamperproof seals over the top and down the sides of each bottle and labeled in the presence of the donor. If the specimen is to be transferred to a second container, the collector shall request that the donor observe the transfer and the placement of the seals.
17. The specimen is now ready for shipment. Both bottles shall be shipped in a single shipping container to the laboratory together with the lab copies of the chain of custody. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
18. The collector will distribute the various copies of the chain of custody accordingly.

## **Adulterated, Cold or Shy Bladder Specimens**

If the temperature of the specimen is outside the range of 90 - 100 degrees Fahrenheit (32 - 38 degrees Celsius) and the oral body temperature of the donor does not explain or concur with the specimen temperature, there is reason to believe that the donor may have adulterated or substituted the specimen. Another specimen shall be collected under direct observation of the same gender collector or medically trained person, and BOTH specimens shall be forward to the lab for testing. The donor's employer shall review and concur in advance with any decision by the collector to obtain specimen under direct observation based upon these circumstances.

Upon receiving the specimen from the donor, the collector shall determine that it contains at least 45 ml of urine. If the donor is unable such a quantity, the collector shall begin the "Shy Bladder Protocol". The collector shall instruct the donor to drink up to but not exceeding 40 oz of fluids over a period of up to 3 hours... The original insufficient specimen shall be discarded and with each next attempt, a new sealed collection bottle will be used. If after the allotted time and fluids, the donor is still unable to provide an adequate specimen, the insufficient specimen is again discarded, the testing discontinued and the designated company contact notified of the situation. The MRO shall perform a medical evaluation to develop pertinent information concerning whether the donor's inability to provide a specimen is genuine (medical) or constitutes a refusal to test. Upon completion of the evaluation, the MRO shall his/her conclusions to the employer in writing.

## **Release of Information**

When specified, the donor may be required to sign a consent/release form authorizing the collection of the specimen, analysis of the specimen for the designated controlled substances and the results released to the employer. The donor may not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of other personnel.

## Direct Observation Collections Information

A drug screen collection may be done under direct observation only in very specific circumstances. A direct observation collection must be conducted by a collector of the same sex as the donor. In all cases, the collector should annotate in the remarks section that the collection was a direct observation collection.

**Required Observation:** The DOT regulations *require* an immediate second collection under direct observation in the following circumstances:

1. The donor has provided a specimen that falls outside the acceptable temperature range and then *refuses* to provide measurement of body temperature, or the donor's body temperature varies by 2°F or more from the temperature of the specimen.
2. The collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (i.e.: substitute or adulterate urine in plain view, blue dye in specimen presented to the collector).

*\*\* In the above two circumstances, it is the responsibility of the collector to see that the direct observation is done.*

**Permitted Observation:** The DOT regulations *permit* a urine specimen collection to be collected under direct observation under the following circumstances:

1. The last specimen provided by the donor (e.g., on a previous DOT-mandated drug test) was determined by the laboratory to be a dilute sample (specific gravity of less than 1.003 *and* a creatinine concentration below 0.2g/L).
2. The donor had a verified positive result on a previous DOT-mandated drug test and is subject to return to duty or follow-up testing under DOT regulations.

*\*\* In the above two circumstances, it is the responsibility of the employer to notify the collection site personnel when a direct observation is warranted.*

## Breath Alcohol Testing

- Check patient's picture I.D.
- Explain test procedure
- Complete Step 1 of DOT BAT Form
- Patient completes and signs Step 2 of DOT BAT Form. If patient refuses to sign the form, it is considered a refusal to take the test. Note the refusal in the "Remarks" section.
- Verify sequential test number on the EBT with the patient and document in Step 3
- Insert ticket when EBT message states to do so
- Enter required information into EBT
- Open sealed mouthpiece in view of the patient and attach to EBT
- Collect breath sample by instructing the patient to take a deep breath and blow steadily into the mouthpiece of at least 6 seconds or until adequate sample has been obtained
- Show patient the result displayed on the EBT

### If Negative:

- Date and Sign the certification in Step 3
- Sign Evidence Ticket
- Have patient read, sign and date the certification in Step 4. If patient has already given a breath sample but does not want to sign, it is NOT considered a refusal; but you must note that the patient refused to sign in the "Remarks" section.
- Attach EBT Ticket copies to the designated space on appropriate copies of DOT BAT Form.
- Distribute copies as follows:
  - Copy 1** Employer (Confidential-Phone Call, FAX, Mail or In Person as noted in protocol)
  - Copy 2** Employee
  - Copy 3** Forward to MRO Office (G1-BH). If done with a SAMHSA drug screen, attach to MRO copy of chain of custody.

### If Positive (.02 or greater):

*Do confirmation Test as follows:*

- Observe 15 minute waiting period and explain restrictions to activities during this time period
- If patient has not complied with instructions during the waiting period, not in "Remarks" section
- Continue with testing procedure
- Use a new mouthpiece which has been opened in view of the patient
- Collect breath sample and show patient the result displayed on the EBT
- Have patient read, sign and date the certification in Step 4. If patient has already given a breath sample but does not want to sign, it is NOT considered a refusal; but you must note that the patient refused to sign in the "Remarks" section
- Attach EBT Ticket copies to the designated space on appropriate copies of DOT BAT Form
- Distribute copies as follows:
  - Copy 1** Employer (Confidential-Phone Call, FAX, Mail or In Person as noted in protocol)
  - Copy 2** Employee
  - Copy 3** Forward to MRO Office (G1-BH). If done with a SAMHSA drug screen, attach to MRO copy of chain of custody.
- Ensure IMMEDIATE transmission of results to employer to allow employer to prevent the employee from performing safety-sensitive function.

## ***ATTACHMENT B***

### **MRO Office Procedure**

- ◆ Lab reports are transmitted to the MRO Office each morning
- ◆ Results are placed in company folder awaiting the receipt of the MRO copy of the Chain of Custody from the collection site
- ◆ When the MRO copy is received within 24-48 hours, it is matched by Social Security # and Specimen ID # to the result in company file

#### ***If test is negative:***

- ◆ Result is reported to the confidential company contact by the MRO Coordinator either by phone, secure voicemail or secure fax line
- ◆ A result letter is generated and mailed to the company for their records

#### ***If the test is positive:***

- ◆ MRO copy of chain of custody, lab result print-out, Certified Scientist copy of chain of custody, positive letter, and MRO routing slip are faxed to the MRO to begin the review process. The originals are hand-delivered by courier.
- ◆ The Medical Review Officer (MRO) makes contact with the donor and conducts a personal interview
- ◆ Based on the information supplied by the donor, the MRO either overturns the positive result (by verifying a prescription or other medical explanation), or verifies the positive result.
- ◆ If a verified negative, the MRO Office Coordinator calls the result to the company contact and mails a negative letter for the company's files
- ◆ If a verified positive, the Medical Review Officer calls the company contact with the result and can explain options and procedures if necessary
- ◆ As of June 13, 2002 the MRO will also contact the Department of Licensing to report the positive result for FHWA personnel.
- ◆ Positive letter sent to company.

**ATTACHMENT C**

**City of Kirkland**  
***DONOR NOTIFICATION OF SCHEDULED DRUG TEST***

- Donor ID:**
- Donor Name:**
- Test Date:**
- Work Location:**
- Occupation/Job Title:**
- Collection Site:**

---

Your name has been selected by a computerized program of random selection. This selection requires you to complete a urine drug test only. Your selection does not imply that your employer has a specific cause to suspect you of using illegal drugs and/or alcohol. Nonetheless, the DOT Anti-drug and Alcohol regulations and/or your employer's company drug screen policy require that the random specimens be collected.

You will be required to provide a 45 ml ( 1 & ½ oz) split urine specimen in the privacy of a stall. If you are unable to provide a specimen of sufficient quantity, you will be given up to three hours waiting period and required to drink up to 40 oz. of fluid. If you are unable to provide a urine specimen within three yours, your employer will be contacted to arrange for a medical evaluation by the Medical Review Officer (MRO). If the MRO determines there is no medical explanation for the inability to provide the specimen/sample, you will be deemed to have refused to submit to a required test.

If you refuse to provide the urine specimen, substitute the urine of another person, adulterate the samples, or fail the test, you will be removed from your safety sensitive duties and be subject to consequences as specified in your employer's Drug and Alcohol Testing Policy.

Present the following at the collection location:

1. Driver's License or other picture identification
2. Copy of this notification letter

This notice will be retained in your confidential drug and alcohol testing file, together with the Medical Review Officer's final determination of the drug test and/or alcohol results.

Please sign below to acknowledge the receipt of this notice.

**Donor Signature:** \_\_\_\_\_ **Date/Time:** \_\_\_\_\_

**ATTACHMENT D**

**Impaired Behavior Incident Report Form**

Use this checklist to describe the observed behavior that causes you to believe the employee's job performance is impaired. Provide additional information in each comment section as necessary. You do not need to write in complete sentences. Attach this form to the Testing Consent form. This checklist is to be kept confidential and should be placed in the employee's drug and alcohol testing file.

Name of Employee: \_\_\_\_\_

Location of employee while impaired: \_\_\_\_\_

Time impairment first observed: \_\_\_\_\_am/pm    How long did you observe: \_\_\_\_\_

Name of other witnesses: \_\_\_\_\_

Did anyone complain to you about the employee's impaired behavior: If so, who: \_\_\_\_\_

**Checklist of Possible Behaviors**

- Physical mannerism hanged or unusual (staggering, gestures, posture)
- Alcohol on breath
- Excessive fatigue
- Out-of-control displays of emotion
- Unusual fear
- Memory problems (difficulty recalling instructions, data, procedures)
- Engaged in verbal or physical abusiveness
- Excessive swearing or hand/foot tremor
- Responsible for serious safety or security violation
- Caused or involved in serious accident or near miss
- Demanding, rigid, inflexible behavior(s)
- Clearly refused to do assigned work (when mixed with other behaviors)
- Made significant errors (when mixed with other behaviors)
- Behavior which disrupted workflow (when mixed with other behaviors)
- Complaints by co-workers or subordinates

**Describe Incident:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments or Statements by Employee Indicating Possible Impairment:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employee's Explanation for Impairment:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor/Witness Signature \_\_\_\_\_

Time \_\_\_\_\_ Date \_\_\_\_\_

# ATTACHMENT E

## Drug/Alcohol Testing Request Form

Agency \_\_\_\_\_

Contact Person \_\_\_\_\_ ( ) \_\_\_\_\_

Name and Place Where Samples are to be Collected \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Test Required (Check One)

|  |  |                       |  |  |  |                  |  |  |                   |
|--|--|-----------------------|--|--|--|------------------|--|--|-------------------|
|  |  | Drug & Alcohol        |  |  |  | Post Accident    |  |  | Follow-Up Testing |
|  |  |                       |  |  |  |                  |  |  |                   |
|  |  | DOT covered employee  |  |  |  | Reasonable Cause |  |  | Return to Duty    |
|  |  |                       |  |  |  |                  |  |  |                   |
|  |  | Other (specify) _____ |  |  |  |                  |  |  |                   |

### Test Required (Check One)

|  |  |                       |  |  |  |                  |  |  |                   |
|--|--|-----------------------|--|--|--|------------------|--|--|-------------------|
|  |  | Pre-employment        |  |  |  | Post Accident    |  |  | Follow-Up Testing |
|  |  |                       |  |  |  |                  |  |  |                   |
|  |  | Random                |  |  |  | Reasonable Cause |  |  | Return to Duty    |
|  |  |                       |  |  |  |                  |  |  |                   |
|  |  | Other (specify) _____ |  |  |  |                  |  |  |                   |

### Name and Social Security Number of those to be tested (please print)

| Name | Social Security Number |
|------|------------------------|
|      |                        |
|      |                        |
|      |                        |
|      |                        |

***ATTACHMENT F***

**Drug/Alcohol Testing  
Consent Form**

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Name of Supervisor

Requesting Exam: \_\_\_\_\_

Name of Supervisor

Accompanying Employee: \_\_\_\_\_

Medical Consent: I consent to the collection of breath/urine samples by an authorized breath alcohol technician and/or laboratory staff to determine the presence of alcohol and/or drugs, if any.

Authorization to Release Information: I authorize said laboratory to release only that medical information obtained during this testing procedure which pertains directly and specifically to the CDL requirements to \_\_\_\_\_

\_\_\_\_\_  
Name of Agency

I understand that my alteration of this consent form; refusal to consent or cooperate fully with the collection of breath/urine samples; my tampering with any such samples; or my refusal to authorize release information constitutes insubordination, violates the drug and alcohol testing policy, and may be grounds for termination.

I also understand that a positive result on these tests is grounds for disciplinary action.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Printed Name: \_\_\_\_\_