

AGREEMENT BY AND BETWEEN

CITY OF PUYALLUP

and

PUYALLUP POLICE ASSOCIATION

SUPPORT SERVICES EMPLOYEES

**(CORRECTIONS OFFICERS, POLICE SUPPORT SPECIALIST and
CRIME PREVENTION COORDINATOR)**

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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CITY OF PUYALLUP

And

**PUYALLUP POLICE ASSOCIATION – SUPPORT SERVICES
Corrections Officers**

ARTICLE 1 - GENERAL

- 1.1 **PURPOSE:** The City of Puyallup, hereinafter referred to as the City, and the Puyallup Police Association, hereinafter referred to as the Association, in order to increase general efficiency for the employees, to maintain the existing harmonious relationship between the employees and the City, and to promote the morale, rights and well being of the bargaining unit members, hereby agree that the agreement expressed herein expresses the agreement between the parties with respect to wages, hours of work and working conditions of employees in the bargaining unit.
- 1.2 **PUBLIC EMPLOYEES:** The employees agree to regard themselves as public employees and agree to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.
- 1.3 **EMPLOYEES' RIGHTS:** The City recognizes and agrees that the employees covered by this agreement are entitled to all rights and privileges awarded to ordinary citizens under all applicable provisions of the United States and State Constitutions, as well as all rights and privileges granted by any and all applicable legislation and the common law.

ARTICLE 2 - RECOGNITION

- 2.1 The City hereby recognizes the Association as the sole and exclusive representative of regular full-time and regular part-time Corrections Officers and Sergeants (“Corrections Officers”), Police Support Specialist and Crime Prevention Coordinator. The positions in the bargaining unit as of the effective date of this agreement are listed in Appendix "A" attached hereto.

ARTICLE 3 - ASSOCIATION MEMBERSHIP

- 3.1 All employees covered by this Agreement have the right to become a member of the Association.
- 3.2 The Association will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal

costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of Article 3 or 4 (except for an action brought by the Association to enforce Articles 3 or 4). If an improper deduction is made, the Association shall refund directly to the employee any such amount.

ARTICLE 4 - PAYROLL DEDUCTION

- 4.1 Upon written authorization by an employee and approved by the Association President, the City agrees to deduct from the wages of each employee the sum certified as initiation fees, assessments, and once each month union dues, and deliver the sum to the Association's Secretary-Treasurer each month together with a list of those employees involved. If any employee is not to receive a wage, or the wage is not a sum sufficient to satisfy the assignment, no collection shall be made from the employee for said month.
- 4.2 An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.

ARTICLE 5 - SENIORITY

- 5.1 The City shall establish a seniority list by classification which shall be brought up to date prior to January 31 of each calendar year, and immediately post the list thereafter for a period of not less than thirty (30) days, and a copy of same delivered to the Secretary of the Association. Any objections to the seniority list as posted shall be reported to the Chief of Police within fourteen (14) calendar days or stand approved.
- 5.2 In the event it becomes necessary to layoff, the least senior Corrections Officer shall be the first laid off, and most senior recalled first.
- 5.3 In the event that it becomes necessary for reductions in rank, the Sergeant with the least amount of time in rank shall be first person reduced in rank. Sergeant seniority as a corrections officer shall be determined in accordance with Article 5.4. In the event of a reduction in rank, a Sergeant shall have the right to revert back to a Corrections Officer position, reversion shall be based upon time in rank.
- 5.4 Seniority shall be determined by the employee's original hire date as a Corrections Officer with the City. Employees hired simultaneously shall be listed in order of seniority by their standing according to the Civil Service list. The person with the highest score on the list will have higher seniority. Seniority shall be broken by discharge for cause or if the employee is absent from work for three (3) consecutive work days without reporting the absence. Employees who return from layoff or are rehired shall retain their seniority as of their last day of employment but will not accrue seniority while they are absent

from employment. Employees on unpaid leave absence shall retain their seniority and shall only accrue additional seniority for the first thirty (30) days of the leave.

- 5.5 Any employee reduced in rank or laid off shall retain re-employment or revision rights for up to eighteen (18) months and shall be placed on a recall list during such period of time and such list shall have priority over all other lists. This shall hold true so long as at the time of the recall the employee can perform the essential functions of the job, with or without reasonable accommodation.

ARTICLE 6 - TRIAL SERVICE PERIOD

- 6.1 All new employees and lateral entry employees shall serve a trial service period, and shall have no seniority rights during this period but shall be subject to all other clauses of this agreement. New, entry-level Corrections Officers shall serve a trial service period that concludes twelve (12) months after successful completion of the Corrections Officers Academy. All other new employees, including lateral Corrections Officers, shall serve a trial service period of 12 months. A trial service employee may not challenge a suspension, demotion, schedule change or discharge through the grievance and arbitration procedure of Article 20. All employees who have successfully completed this trial service period shall be known as regular employees and the trial service period shall be considered part of their seniority time. The parties recognize that trial service employees do not necessarily work set schedules.
- 6.2 All employees who are newly promoted to the rank of Corrections Sergeant shall serve a trial service period of twelve (12) months. During the trial service period, the newly promoted employee may not challenge a demotion to the rank of Corrections Officer through the grievance and arbitration procedure of Article 20.
- 6.3 In the event that the City wishes to extend the trial service period of any employee, written notice of the reasons for such extension shall be given to the Association and the parties shall consult before any such extension is imposed. Any such extension shall not exceed six (6) months beyond the normal trial service period.

ARTICLE 7 - VACATION AND HOLIDAYS

- 7.1 VACATION: Regular full-time employees shall be granted vacation time in each calendar year without loss of pay. Such vacations shall be computed and accrued in the following manner:

Years	PER YEAR		
	Semi-Monthly Hours	Days	Hours
1 through 4	4.00	12	96
5 through 9	5.33	16	128
10 through 14	7.00	21	168

15 and thereafter 8.67 26 208

7.1.2 Beginning in January 2016, each employee will be granted one additional hour of vacation each year, to fund the Association Leave Bank referenced in Article 23.

7.2 No vacation credit accrual will be allowed in excess of eighteen (18) months accrual, unless the employee has at least one (1) workweek of first-choice leave scheduled pursuant to paragraph 7.3. Such an employee can exceed the Vacation Accrual only through the end of that calendar year provided that as January 1 of the succeeding year, the Department shall schedule vacation time off during the first quarter of the year, i.e. between January and March, up to the amount of the excess accrual.

7.3 **SELECTION:** Seniority shall be the basis upon which an employee shall choose first-choice vacation periods. First-choice vacation will be bid in two rounds. Application for the first round of bidding will be accepted during the first three weeks of January for that calendar year, and application for the second round of bidding will be accepted during the following two weeks. Seniority by shift will prevail in approving these requests during each round of bidding. For purposes of time off for Corrections staff, there will be four shifts: (1) day shift; (2) swing shift; (3) night shift; and (4) all other shifts including but not limited to relief and court. On the Pitman Schedule, there will be four shifts for purposes of time off for Corrections staff: (1) A Days (2) A Nights (3) B Days and (4) B Nights. First-choice vacation that is approved in this manner will be incorporated into the work schedule by February 20.

First-choice vacation will be limited to vacation leave which shall be accrued by the time of the request. In round one of first-choice vacation bidding, employees may schedule up to a maximum of one hundred and sixty (160) consecutive hours; in round two, employees may schedule up to a maximum of eighty (80) consecutive hours. No more than one Corrections Officer can be on first-choice vacation per shift. Holiday leave may be granted in a manner that immediately precedes or follows first-choice vacation, but any such use of holiday leave may not be granted on a first-choice basis.

Any vacation requests other than first-choice vacation will be considered on a first-come, first-served basis and may be denied due to operational need. Corrections staff may not take vacation when another Corrections staff member is already on first-choice vacation for that shift, unless authorized by the City. Excluding first-choice vacation, other vacation may be cancelled for operational reasons.

7.4 **HOLIDAYS:** For the purpose of this section, the following holidays will be observed: New Year's Day, Martin Luther King Jr's. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, plus two floating days. Employees who work holidays, with the exception of the two floating days, shall be paid at one and one-half (1½) times their regular rate for all hours worked on those holidays. However, should an employee be assigned or volunteer to work one of the ten (10) calendar holidays not regularly scheduled, the employee shall receive two (2) times their regular hourly rate for all hours worked on that holiday.

- 7.5 Regular full time employees shall be granted ninety-six (96) hours of paid holidays.
- 7.6 All holidays will be scheduled and taken within the calendar year earned, provided that employees may elect to receive cash in lieu of holiday time off to be paid by separate check on the first payday of December; provided further that employees assigned to normal business hours are expected to take the holiday off when it falls during their regular work schedule but shall have the option of time off or cash as described above for those days falling on their regularly scheduled days off and for their floating holidays. Corrections staff's use of holiday leave may be restricted when another Corrections staff member is on first-choice vacation for that shift. Upon termination of employment, the employee will be paid only for unused holidays that occurred on or before the date of termination.
- 7.7 No leave will be granted during the Washington State Fair unless by special permission of the Chief of Police.
- 7.8 Non first-choice vacation, compensatory, or holiday leave that has been approved will not be cancelled by the Department within seven calendar days prior to the start date of the leave.

ARTICLE 8 - SICK LEAVE

- 8.1 Each employee shall be entitled to sick leave benefits and may, depending upon date of hire, be entitled to cash payment for accumulated and unused sick leave upon termination or retirement. The amount and method of accumulating and using sick leave and the conditions upon which payment for unused sick leave may be made shall be as follows:
- 8.2 Accumulation of sick leave:
 - 8.2.1 Except as otherwise provided herein, each employee shall accumulate sick leave benefits at the rate of eight (8) hours per month with a maximum annual accumulation of ninety-six (96) hours.
- 8.3 Payoff for unused sick leave:
 - 8.3.1 Effective January 1, 2015, all employees who leave the service of the City when eligible for any service retirement under the state guidelines for the PERS or PSERS system, or as a result of a death or disability retirement shall receive compensation for fifty percent (50%) of accrued sick leave at their regular rate of pay up to \$10,000.00 as part of their final compensation.
- 8.4 Family Medical Leave Act (FMLA) qualifying events shall be handled in a matter consistent with Federal Regulations and City Policy.
- 8.5 **WASHINGTON STATE PAID FAMILY MEDICAL LEAVE**

The City will comply with the Washington State Paid Family and Medical leave (PFML) program. Premiums are established by the State of Washington. Employees will pay the designated employee share of premiums via payroll deduction and the City will pay the designated employer share.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 When an employee is absent from work on his scheduled work day because of death in the immediate family, the employee will be paid for such time up to a maximum of three (3) working days at the employee straight-time rate, except if the employee must leave the State of Washington to attend the funeral, the employee will be paid up to a five (5) working days at the straight time rate. The employee shall provide information substantiating the need for the leave.
- 9.2 Immediate family is defined as: spouse, mother, father, sister, brother, son, daughter, step-child, mother-in-law, father-in-law, step-parents, grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or any other relative who is an actual member of the household.

ARTICLE 10 - JURY DUTY

- 10.1 When an employee covered by this agreement is called for jury service in a municipal, county, state, or federal court, the employee shall advise the City upon receipt of such call. Time off with pay will be granted for jury duty to regular employees, but an employee who is relieved of jury duty on or before the mid-point of his or her shift shall return to work. Any jury fees received by the employee will be processed in accordance with the City's Administrative Policies and Procedures.

ARTICLE 11 - HOURS OF DUTY

11.1 Work Schedules:

11.1.1 Non-Corrections Staff. The hours of scheduled duty shall not exceed an accumulative average of forty (40) hours per week in any one calendar year. The Police Support Specialist and Crime Prevention Coordinator shall work a Monday through Friday eight (8) hour schedule, unless otherwise approved by the City.

11.1.2 Corrections Staff. The present work schedule for Corrections Officers shall consist of four (4) consecutive ten (10) hour days followed by three (3) days off. The Corrections Officer holding the video arraignment assignment will work a Tuesday through Friday schedule on weeks in which an observed holiday occurs on a Monday. The annual Corrections Officer work schedule shall be posted no later than 30 days prior to the expiration of the prior schedule, unless otherwise agreed.

Effective when administratively practical following ratification of this Agreement, Corrections Staff will work a Pitman Schedule, which consists of:

4 Teams (A-Side Days, B-Side Days, A-Side Nights, and B-Side Nights):

- A-Days and A-Nights start rotation on day one and work: 2 on, 2 off, 3 on, 2 off, 2 on, 3 off.
- B-Days and B-Nights begin the same 14-day cycle by: 2 off, 2 on, 3 off, 2 on, 2 off, 3 on.
- Up to two Corrections employees on each team may be assigned to work a schedule that provides for at least a 30-minute overlap with the shift coming off.

11.1.3 The work schedules shall continue unless changed by mutual agreement between the parties. Of necessity, minor changes may be required to facilitate employees attending training classes in order to maintain a properly balanced shift of the required number of personnel per shift. Any changes in the employee's work schedule shall have the approval of the City, whose decision shall be final provided nothing herein shall be a waiver of the parties' rights to engage in collective bargaining. All necessary schedule changes shall be made with at least seven (7) days' notice except in the event of an emergency. All hours worked with less than seven (7) days' notice, except in the case of an emergency, shall be compensated at the overtime rate.

11.2 Job Sharing:

Job sharing, where one position is shared by two employees, may be allowed when practical for the position involved. Management reserves the right to administer this policy to promote the efficient use of resources and to provide effective service to the citizens. Job share options offered are subject to change. Changes in workload, funding, legal mandates, legal interpretations or other needs by the City and/or individual departments may cause the City or a department to modify or cancel job sharing.

Benefits will be designed in proportion to the hours scheduled in accordance with City policy.

11.3 The parties agree to the following meal and rest break provisions, which replace WAC 296-126-092.

11.3.1 Rest Breaks: Employees shall be allowed ten minutes of paid rest break time for each four hours worked. Rest breaks may be intermittent (i.e., a few minutes here and there) but may not be used to arrive late or leave early. Rest breaks do not accrue from one day to the next.

11.3.2 Meal Periods:

- A. Corrections Staff: Employees may take thirty minutes of paid meal break time for each shift that is more than five hours in duration, unless taking a break is not operationally feasible at the time. Meal periods are taken on City of Puyallup Police Department property and are subject to interruption. Nothing in this provision prevents employees from briefly leaving City of Puyallup

Police Department property during meal periods, provided there is adequate staffing and the employee remains available to return immediately if requested. Meal periods do not accrue from one day to the next and may not, without supervisory approval, be used to arrive late or leave early.

- B. Non-Corrections Staff: Employees may take thirty minutes of unpaid meal break time for each shift that is more than five hours in duration, unless taking a meal break is not operationally feasible at the time. Employees shall be paid for a meal period if required to work during the meal period. Meal periods do not accrue from one day to the next and may only be used to arrive late or leave early if approved by a supervisor.

11.4 TRAINING. The City and the Association believe that providing training opportunities to members is of significant importance. When mutually agreeable, members may attend training outside their normal work shift by modifying or flexing their schedule. The following procedures shall govern the use of overtime or “train and trade” time to accommodate training.

11.4.1 The use of train and trade time must be completed within the same FLSA work period in which it was accrued. Once train and trade days are scheduled in accordance with this section, absent a significant operational need or by mutual agreement, those days off will not be cancelled. Further, no leave that drops staffing below the staffing goal shall be granted for a shift in which a train and trade day has been approved that would result in a shift falling below staffing goals except as otherwise provided for in this agreement.

11.4.2 Officers who elect to attend, subject to approval by the City, or are directed to attend non-in-service Department training on their regularly scheduled work shift where the training, to include travel time, is eight (8) hours or more shall be considered to have worked a full day and are not required to report for duty.

11.4.3 Officers who elect or are directed to attend on-site, in-service training on their regularly scheduled work shift shall report for duty both before and after the training as determined by the Department.

11.4.4 Officers who are directed to attend training on a day off shall be compensated at a rate of time and one half for all training hours.

11.4.5 Officers who elect to attend an approved training on a regularly scheduled day off shall be provided train and trade time. The train and trade time shall be accrued on an hour for hour basis. The hour for hour basis does not include meal breaks. The use of train and trade time must be mutually agreed upon.

11.5 FAIR SCHEDULE: The City will attempt to post notice of the work schedule during the Washington State Fair (“Fair”) at least two (2) weeks before the Fair begins. The parties recognize that the City may not always be able to provide notice two (2) weeks prior to the Fair. In any event, the City will post notice of the work schedule during the Fair not more than seven (7) days after the Patrol Fair schedule is published.

ARTICLE 12 - OVERTIME

12.1 OVERTIME: In the event that a need for overtime should occur in the Department because of vacation, sickness or other unforeseen conditions, overtime shall be paid at the rate of one and one half times the employee's regular hourly rate according to Appendix "A". Overtime shall be the time that an employee works in excess of his or her regular full-time scheduled shift. Part-time employees are not eligible for overtime unless they work more than forty (40) hours in a workweek. An attempt shall be made to distribute scheduled overtime hours equally. Employees may request overtime for the Washington State Fair be paid by separate check on the first payday of October.

12.2 Shift Trades for Corrections Officers may be permitted if the following conditions are met:

- Employees are on rotating shifts;
- The trade is mutually agreeable to the affected employees;
- Trades are between employees in the same job classifications; and
- Trades are approved by the Corrections Lieutenant

12.3 In accordance with the Fair Labor Standards Act (FLSA), the Association agrees to a work period of 28 days under Section 207(k) of the FLSA for Corrections Officers. If the Fair Labor Standards Act impacts this Agreement in unanticipated ways, the parties retain the right to reopen negotiations concerning such impacts.

12.4 COMPENSATORY TIME: Upon earning overtime as outlined in this Agreement, an employee may choose to be compensated for the overtime in cash or equivalent compensatory time off. Such compensatory time may be accrued up to a maximum bank of eighty (80) hours. Overtime earned which would place the employee above the maximum accrual of eighty (80) hours shall be paid in cash. Such bank of compensatory time may be carried over from year to year and may be taken in a minimum of thirty (30) minute increments. All use of compensatory time off shall be approved by the Department, which approval shall not be unreasonably denied. Upon separation, each employee shall receive cash compensation for all compensatory time accrued but not used.

12.4.1 Compensatory time may only be obtained in lieu of overtime for officers working regular duty, attending mandatory training, mandatory meetings or testifying in any court proceedings.

12.4.2 Guidelines for Compensatory Time Usage:

- A. Members will submit a request for compensatory time usage as soon as possible, but not later than 72 hours prior to the start of the leave request if the request for compensatory time usage creates an overtime position on the shift.
- B. An immediate supervisor can, at the supervisor's discretion, approve a request for compensatory time usage if the request is submitted less than 72 hours in advance and the request for compensatory time usage DOES NOT create an overtime position on the shift.
- C. The Chief of Police or his designee may approve a request for compensatory time usage that is submitted less than 72 hours in advance and that creates an overtime position on a shift if the employee submitting the request for compensatory time has made arrangements with another employee to cover his/her position on the shift.
- D. The Department will post overtime positions generated from a request for compensatory time usage as soon as feasibly possible. However, the employee making the request for compensatory time usage understands and agrees that the compensatory time usage request will be denied for the date(s) that the overtime position is not voluntarily filled at least 72 hours prior to the unfilled date. The Department will not order employees in to fill overtime positions generated by a request for compensatory time usage.
- E. The Department recognizes that members earn compensatory time by working department-related activities and thus, members should be entitled to take compensatory time off when possible.
- F. Nothing in these guidelines shall supersede Article 7, Section 7.7 of the Collective Bargaining Agreement.

12.5 CIVIL SERVICE COVERAGE: Corrections Officers shall be entitled to the same type of protections and benefits provided police officers under Puyallup Civil Service Commission Bylaws, Rules and Regulations. All other bargaining unit employees shall be entitled only to challenge suspension, demotion and discharge through the Civil Service Commission Bylaws, Rules and Regulations provided they comply with the election of remedies provision of Article 20.5.

12.6 COMPLIANCE WITH ADA: The Employer may take reasonable steps in order to comply with the Americans with Disabilities Act (ADA). If the Employer believes it appropriate to act in a manner inconsistent with this Agreement in order to comply with the ADA, the Employer shall notify the Association in writing of the circumstances and proposed actions prior to implementation. Nothing herein shall constitute a waiver of the Association's bargaining rights.

ARTICLE 13 - CALL BACK AND STANDBY

13.1 **CALL BACK:** When a member is specifically called back and authorized to return to duty outside of his/her regular shift schedule for regular duty, he/she shall be paid on the basis of a minimum of three hours (3) at one and one half times the employee's regular hourly rate. If the call back exceeds three hours, the employee shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay, for all hours actually worked.

13.1.1. The minimum guarantee provided by this Section shall not be applicable to an extension of the member's regularly scheduled shift regardless of whether such extension occurs at the beginning or the end of the employee's regularly scheduled shift.

13.2 **STANDBY:** Whenever any employee is notified to "standby" by competent authority, the employee shall be paid two (2) hours at the overtime rate, even if the employee is not required to report to a duty assignment. Any portion of an hour or hours an employee is placed on standby, shall also be paid at the overtime rates.

13.2.1 "Standby" shall mean the employee is immediately available for duty, in appropriate uniform or other required clothing, sober and within telecommunications contact (cell phone, radio or telephone).

ARTICLE 14 - ACTING PAY

14.1 A Corrections Officer who is required by the City to assume the responsibilities of a Corrections Sergeant for one (1) hour or more shall be paid the Corrections Sergeant 2nd Class rate of pay for all hours worked in such capacity. Suitable forms provided for this purpose are to be forwarded to the payroll office.

ARTICLE 15 – WAGES

15.1 Appendix "A" shall be the schedule of monthly wages, payable semi-monthly, on the 5th and 20th of each month, to the employees. Provided, however, that wages for work performed from December 16th through December 31st for each calendar year, shall be payable to employees in accordance with City policy.

15.2 Effective January 1, 2020, wages will be increased as reflected in Appendix A (This wage increase will be paid retroactively for all hours worked between January 1, 2020 and the date the contract is ratified for current employees).

15.4 Effective January 1, 2021, wages will be increased by 100% of CPI-U, Seattle, Tacoma, Bellevue, first half index with a 1% minimum and 5% maximum.

- 15.5 Effective January 1, 2022, wages will be increased by 100% of CPI-U, Seattle, Tacoma, Bellevue, first half index with a 1% minimum and 5% maximum
- 15.6 Employees assigned as training officers for employees in their probationary period, shall receive 5% premium pay for all hours actually worked as training officer.
- 15.7 LONGEVITY PAY: Effective January 1, 2015 all employees with ten (10) or more years of service shall receive an additional \$50.00 per month as longevity pay; fifteen (15) or more years of service shall receive an additional \$75.00 per month as longevity pay and twenty (20) or more years of service shall receive an additional \$100.00 per month as longevity pay.
- 15.8 PITMAN SCHEDULE DIFFERENTIAL PAY: Effective upon implementation of the Pitman schedule, employees working the Pitman Schedule shall receive a differential of 5.1%, which shall be calculated on the employee's base rate.

ARTICLE 16 - TUITION REIMBURSEMENT

- 16.1 The City shall provide tuition reimbursement in accordance with the City's administrative Policies and Procedures.

ARTICLE 17 - EDUCATION INCENTIVE PAY

- 17.1 In fulfilling its commitment to provide professional services, the City shall encourage all employees to further their education to the highest level possible. Therefore, consistent with its basic responsibilities, the City shall work with the employees in arranging duty schedules and assignments to facilitate and encourage such individual self-improvement. Additionally, the following monthly incentive pay will be awarded to each employee as part of their base wages upon completing the listed number of credits and/or degrees:

- (a) Associate degree 2%
- (b) Bachelor's degree or higher 3%

- 17.2 As of January 1, 1998, no further employees shall be provided incentive pay for the 45 Credit Level. Current employees earning incentive at that level shall continue to retain their existing fifteen dollar (\$15.00) per month incentive. As of January 1, 1998 no additional payment will be provided for a Masters Degree and such employees shall be paid at the Bachelor Degree level.
- 17.3 An AA degree equals 90 quarter/60 semester credits. A Bachelor/ Masters Degree must be a fully awarded degree. Provided, however, such credits or degrees are in pursuit of a degree related to the job. Credit/Degrees earned prior to January 1, 1987 shall be considered job related. The above incentive pay is not cumulative, and it is the responsibility of the employee requesting education incentive pay to provide the supervisor with documentation of his/her level of education or degree.

ARTICLE 18 - INSURANCE

- 18.1 The City shall pay the cost of the premium for a \$50,000 group life and accidental death and dismemberment insurance policy with 24-hour coverage as defined within plan documents to all members of the bargaining unit.
- 18.2 **MEDICAL AND OTHER INSURANCE:**
- 18.2.1 Insurance will be provided to all employees consistent with the City's Administrative Policy 2.7.14 dated January 1, 2008 and as restated and amended effective January 1, 2011, except as specifically modified in this Agreement. During the term of this Agreement, the City will provide employee and dependent medical, dental with orthodontia, vision and prescription insurance with the same level of benefits in place in 2011.
- 18.2.2 Medical insurance will continue to be provided via City of Puyallup Healthcare Plan 1, which became effective January 1, 2011.
- As the Employer establishes annual healthcare budget rates, if at any time the budgeted healthcare rates meet or exceed 10% of existing rates, both parties agree to open this agreement under Article 18, Section 18.2.
- 18.2.3 Options will be pursued to continue to promote wellness.
- 18.2.4 If the medical benefit plans listed in Section 18.2 are scheduled to be modified, the parties will negotiate those scheduled modifications.
- 18.3 **WELLNESS PROGRAM:** During the term of this Agreement, the Union will participate in the City's Wellness Program that contemplates:
- 18.3.1 Effective January 1, 2017 and each year thereafter, bargaining unit employees and their dependents will be provided fully paid employee and dependent medical, dental with orthodontia, vision and prescription insurance with the same level of benefits in place in 2016 and as amended per Affordable Care Act mandates. Such insurance coverage will remain in effect so long as the employee complies with the yearly requirements of the City's Wellness Program and the employee has completed and submitted an enrollment form within thirty-one (31) days of the date of coverage eligibility. Those not complying with the Wellness program or those that are hired after the yearly eligibility date will be required to premium share, as outlined below.
- A. In order to comply with the requirements of the City's Wellness Program, an employee must: (a) submit to a preventive care examination (i.e., annual physical) with biometric screening through his/her healthcare provider, (b) complete an online health assessment, (c) certify that he/she

is tobacco free, and (d) certify that he/she has regularly participated in physical activity as defined by the City by December 31 of the prior year.

All bargaining unit employees not complying with the requirements of the City's Wellness Program as of 11:59 pm on December 31 and all newly hired employees during their first calendar year of employment, will, on a monthly basis, contribute premium sharing for medical/pharmacy coverage as follows:

Coverage Level	Monthly Premium Share
Employee Only	10% of the premium for employee only coverage
Employee & Spouse or Domestic Partner	10% of the premium for Employee & Spouse/DP Coverage
Employee & Child	10% of the premium for Employee & Child Coverage
Family	10% of the premium for Family Coverage

The City's vendor(s) may share aggregated information with the City, but all individualized information shall be de-identified, confidential medical information and not shared with the City.

18.4 HEALTHCARE AND WELLNESS COMMITTEE:

1. The parties agree to participate in the City’s Healthcare and Wellness committee. Members from each labor group will sit on this committee along with non-represented employees (to include management). The purposes of the committee shall include:
 - a. Exploring ways to control health care expense;
 - b. Increasing employee education about insurance benefits;
 - c. Seeking employee input into insurance benefits carriers and plan design.
2. The committee cannot negotiate for and/or bind the City or the Union to any decisions or course of action.
3. The parties will further clarify and define the role of the committee as it pertains to this Agreement in a Memorandum of Understanding.

18.5 LONG-TERM DISABILITY INSURANCE

The City will pay the premium for the City’s current long-term disability insurance for the employees.

ARTICLE 19 - UNIFORMS AND EQUIPMENT

- 19.1 The City shall provide by budget a sufficient amount to cover the cost of uniforms and equipment for each individual assigned to a position in which they are required to wear a

uniform. Issued clothing and equipment damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the City, as reasonably necessary. (A complete uniform is comprised of a cap, coat, shirt, trousers, tie, jumpsuits, shoes/boots, duty belts, holsters, and body armor.)

- 19.2 The City will provide, by contract or professional services agreement, uniform cleaning and repair services at the City's expense. The services shall be provided by a local cleaner of the City's choice, but individual employees will be responsible for all pick-ups and deliveries.

ARTICLE 20 - GRIEVANCE PROCEDURES

- 20.1 The purpose of the grievance procedures shall be to settle all grievances between the employer and the employees as quickly as possible so as to ensure efficiency and promote employee morale. A "grievance" shall be defined as a dispute or disagreement raised by the Association, an employee, or group of employees, against the City, involving the interpretation or application of the specific provision(s) of this Agreement.
- 20.2 Any employee or group of employees who feels they have a grievance may seek adjustment as follows with the assistance of the Association, if it is determined the grievance is justified.
- 20.3 Step 1. A grievance shall be presented in writing by the aggrieved employee, and his/her representative if the employee wishes, within thirty (30) calendar days after the employee knew or should have known of the occurrence of such grievance, to the employee's supervisor. The grievance shall outline the facts upon which the grievance is based, reference the section(s) of the Agreement allegedly violated, and specify the remedy sought. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing within ten (10) calendar days. If the grievance is not pursued to the next level within seven (7) calendar days it shall be presumed resolved. If the grievance concerns a written decision resolving an internal investigation, the grievance must be filed at Step 2 within fourteen (14) calendar days of that written decision.

Step 2. If, after conclusion of Step 1, the grievance has not been satisfactorily resolved the written grievance shall then be presented by the Association to the Chief for investigation, discussion and written reply. The Chief shall make a written decision available to the aggrieved employee within fourteen (14) calendar days. If the grievance is not pursued to the next higher level within fourteen (14) calendar days, it shall be presumed resolved.

Step 3. If, after thorough evaluation, the decision of the Chief has not resolved the grievance, the grievance may be presented by the Association to the City Manager within fourteen calendar days. The City Manager shall render a written decision within fourteen (14) calendar days. If the grievance is not pursued to the next higher level within thirty (30) calendar days from receipt of the written decision, it shall be presumed resolved.

Step 4. If, after thorough evaluation, the decision of the City Manager has not resolved the grievance, unless otherwise agreed to in writing, the City and the Association shall request a list of five arbitrators from the American Arbitration Association. The request shall specify that the arbitrators be members of the National Academy of Arbitrators who reside in the Washington State or Oregon. The parties shall flip a coin to determine the order of striking arbitrators and then strike names until an arbitrator is selected.

The authority of the arbitrators shall be final and binding on both parties. The arbitrator shall have thirty (30) calendar days from the date of the hearing or date of final briefs to render a decision unless otherwise agreed to by both parties. Any expenses incidental to arbitration shall be borne equally by the Association and the Police Department. Each party is responsible for its own costs of arbitration including attorney's fees and expert witness fees.

- 20.4 Any time limits stipulated in the Grievance Procedure may be extended for reasonable periods of time by the parties by mutual agreement in writing, and the parties may by mutual agreement, waive any step or steps of the Grievance Procedure to advance the grievance in an effort to expedite the matter. Failure by the aggrieved party to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure of the employer to comply with any time limitation of the procedure in this Article shall advance the grievance to the next step of the grievance procedure.
- 20.5 It is agreed and understood that there may be situations which give rise to a grievance which could also result in a request for an investigation by the Civil Service Commission. If such request is maintained for thirty (30) calendar days after the incident giving rise to the grievance occurs, such request shall be deemed to be an election of remedies and shall be the exclusive method of resolving the dispute.

ARTICLE 21 - MANAGEMENT RIGHTS

- 21.1 It is recognized that the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of its departments, including, but not limited to the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, and organization by which such operations and services are to be conducted; to promote employees to positions; and (for just cause) to fairly demote, suspend, discipline, discharge employees; or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to make reasonable changes or eliminate existing methods, equipment or facilities provided that nothing herein relieves the parties of their statutory obligation to engage in collective bargaining.

ARTICLE 22 - PREVAILING RIGHTS

- 22.1 Established past practices which are mandatory subjects of bargaining even though not identified in the Agreement shall remain in effect unless changed in accordance with RCW Chapter 41.56.

ARTICLE 23 - ASSOCIATION ACTIVITIES

- 23.1 Three (3) members of the Association Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. The three (3) members of the Association Grievance Committee shall be granted leave from duty, with full pay, for all meetings between the City and the Association for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.
- 23.2 Such members of the Association as may be designated by the Association shall be granted leave from duty with full pay for Association business related to the administration and enforcement of the collective bargaining agreement, provided that the total leave for the purpose set forth in this section shall not exceed twelve (12) working days in any fiscal year, and carries the written approval of the City.

23.2.1 The City will establish and maintain an Association leave bank for the purposes of ensuring that Association officers, and/or duly appointed representatives of the Association, and/or bargaining unit employees designated by the President of the Association are able to attend labor conventions, training, seminars, and other association business, with no loss of pay or benefits consistent with this Article.

23.2.2 The association leave bank described herein is the same joint leave bank described in the Association Police Officer Agreement, Article 24.2.1. The leave bank shall be funded by: (a) each bargaining unit member contributing one hour of vacation leave each year from their personal vacation leave accrual/account, into the Association's leave bank (23.2.3), and, (b) voluntary contributions of leave time from bargaining unit employees (23.2.4).

23.2.3 Beginning in 2016, the City will deduct one hour of vacation leave from each bargaining unit employee in the first payroll period in January of each fiscal year and transfer the leave to the Association leave bank. Any such vacation leave transferred into the Association leave bank in accordance with this section must be used by December 31 of the year in which it is transferred or the leave will be lost.

23.2.4 Beginning in January of 2016, the City will deduct up to four hours of accrued leave (other than sick leave) per year from each bargaining unit employee signing a voluntary authorization for the deduction and transfer of such leave. The City shall

transfer the leave to the Association leave bank by the end of the next payroll period after receipt of the signed authorization.

23.2.5 Use of the leave transferred from bargaining unit employees into the Association leave bank requires the written approval of the Association President or designee and the City, which approval by the City shall not be unreasonably withheld; provided that use of leave from the Association leave bank will not require the City to incur overtime.

- 23.3 Because the members of this bargaining unit and the members of the Commissioned Officer bargaining unit are both represented by the PPA, the Association leave accrual, banking, and use shall be administered in accordance with Article 24 of the Commissioned Officer Agreement.

ARTICLE 24 - BULLETIN BOARDS

- 24.1 The City shall provide a bulletin board, located conspicuously at the Police Department for the posting of notices relating to Association business and Association activities. Such notices shall be approved by an Association officer and shall pertain to Association business.

ARTICLE 25 - NO STRIKE CLAUSE

- 25.1 It is understood and agreed that the services performed by employees included in this agreement are essential to the public's health, safety and welfare. Therefore, the Association agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action at any time, including upon termination of this agreement, which will interrupt or interfere with the operation of the City. In the event of a violation of this article, the Association agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work. Should there be a violation of this article, there shall be no discussion or negotiations regarding the difference of dispute during the existence of such violation or before normal work has been resumed. Nothing in this article shall be construed to grant the Association or its members the right to strike.

ARTICLE 26 - SAVINGS CLAUSE

- 26.1 If any provision of this agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 27 - DISCRIMINATION

- 27.1 The Association recognizes the City of Puyallup as an Equal Opportunity Employer and mutually agrees there shall be no unlawful discrimination because of race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, genetic information, veteran's status or any other basis protected by applicable discrimination laws. The City may maintain bona fide occupational qualifications for any position.
- 27.2 Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

ARTICLE 28 - DURATION

- 28.1 The agreement expressed herein in writing is the complete agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 28.2 This agreement shall be effective January 1, 2020 and remain in effect until December 31, 2022.

ARTICLE 29 - LATERAL ENTRY

- 29.1 When the occasion arises that the City decides to hire experienced employees, the City may use a lateral-entry process for hiring. The recruitment and selection process will be conducted by the Human Resources Department according to the City's Policies and Procedures and/or Civil Service Rules.
- 29.2 Because of the experience required, a Corrections Officer who is hired through the lateral-entry process will be hired as a 2nd Class Corrections Officer. Upon the successful completion of a trial service of twelve (12) months for Corrections Officer, the employee hired in the respective position will advance to 1st Class.

ARTICLE 30 - INDEMNIFICATION

- 30.1 Where an employee has acted in good faith and within the scope of his or her employment, and has not willfully committed acts or omissions which are wrongful, the City shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties. Where the City has undertaken or should have undertaken representation, the City shall pay any monetary judgment awarded against the employee and the employee's marital community.

EXECUTED the 18th day of September, 2020.

**PUYALLUP POLICE OFFICERS
ASSOCIATION, SUPPORT SERVICES**

DocuSigned by:
By: John Berg
John Berg, Association President
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CITY OF PUYALLUP

DocuSigned by:
By: Mayor Julie Door
1CEE563BED6649F
Julie Door, Mayor

DocuSigned by:
By: Steve Kirkelie
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Steve Kirkelie, City Manager

Approved as to Form:

DocuSigned by:
By: Joseph N Beck
Joseph Beck, City Attorney
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APPENDIX A – PPA SS
2020 Salary Schedule

Classification	Months	Monthly Salary
Corrections Officer 1	1 to 12	\$4,661.28
Corrections Officer 2	13 to 24	\$5,392.04
Corrections Officer 3	25 to 36	\$5,943.88
Corrections Officer 4	37 plus	\$6,211.34
Corrections Sergeant 1	1 to 12	\$6,701.72
Corrections Sergeant 2	13 plus	\$7,170.84
Police Support Specialist	Step 1	\$3,822.88
Police Support Specialist	Step 2	\$4,173.78
Police Support Specialist	Step 3	\$4,524.60
Police Support Specialist	Step 4	\$4,874.26
Police Support Specialist	Step 5	\$5,009.66
Crime Prevention Coordinator	Step 1	\$4,564.26
Crime Prevention Coordinator	Step 2	\$4,792.46
Crime Prevention Coordinator	Step 3	\$5,022.48
Crime Prevention Coordinator	Step 4	\$5,253.52
Crime Prevention Coordinator	Step 5	\$5,484.70

Steps 1 through 4 for the Police Support Specialist and the Crime Prevention Coordinator are 12 months for each step.

APPENDIX B DRUG AND ALCOHOL TESTING

I. POLICY

- B1.1 Reporting to work under the influence of alcohol, marijuana, and /or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.
- 1.1.1 Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know, or reasonably should know, may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances, the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.
- B1.2 A voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and such abuse, request and treatment/rehabilitation for alcohol or drug abuse shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to commencement of any internal investigation or other disciplinary action.
- B1.3 Treatment/rehabilitation for alcohol or drug abuse undertaken by an employee following commencement of any internal investigation or other disciplinary action shall be considered by the City in administering discipline to the employee.

II. DEFINITION

- B2.1 For the purpose of administering this Policy the following definition of terms is provided:
- 2.1.1. Alcohol - means the intoxicating agent in alcoholic beverages, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- 2.1.2 Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it.
- 2.1.3 Illegal Drug – means any drug for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by federal or state law or the intentional misuse of a prescription or over-the-counter drug.
- 2.1.4 Over-the-Counter Drug – means those drugs that are generally available without a prescription and are limited to those drugs that are capable of impairing the judgment and/or ability of an employee to safely perform the employee’s duties.
- 2.1.5 Prescription – means any drug used in the course of medical treatment and that has been legally prescribed to the employee and authorized for use by a licensed health care professional.

- 2.1.6 Reasonable Suspicion – means suspicion that an employee is under the influence of alcohol and/or illegal drugs based on specific objective observations by a supervisory employee in the City’s Police Department of the rank of Lieutenant or above who has received training in the detection of probable drug and/or alcohol use by observing an individual's behavior and can describe concerning the performance, appearance, behavior, speech or breath odor of the employee.
- 2.1.7 Under the Influence – means having alcohol or drugs in the body in excess of the concentration cutoff levels established in this Policy.

III. WHEN TESTING IS REQUIRED

- B3.1 An employee may be required to submit to drug or alcohol testing only when there is reasonable suspicion to believe that the employee is under the influence of drugs or alcohol. Reasonable suspicion testing shall not be used to harass or intimidate any employee.
 - 3.1.1 The basis for the reasonable suspicion shall be documented in writing prior to, or as close in time as reasonably possible to, the time the employee is requested to submit to testing.
 - 3.1.2 An Association representative shall be summoned before the employee is approached. An Association representative shall be present when the employee is first told of the reasonable suspicion; however, in no case shall the testing be unreasonably delayed or cancelled in an attempt to obtain Association representation.
 - 3.1.3 At the employee’s request the employee shall be given an opportunity to confer with the Association representative, provided that such conference does not unreasonably delay any test. The employee shall be given an opportunity to explain the reasons for the employee’s condition, such as reaction to prescription or over-the-counter drugs, fatigue, exposure to toxic substances, or any other reasons known to the employee, to the City representative telling the employee the basis for reasonable suspicion. The Association representative may be present during this discussion.
- B3.2 An employee who refuses to submit to testing for alcohol and/or drugs shall be conclusively presumed to be under the influence of alcohol or a drug for the purpose of administering this Policy, and therefore will be subject to discipline, up to and including immediate discharge.

IV. COLLECTION/TESTING PROCEDURES

- B4.1 The City shall provide the employee with transportation to the collection site and to his/her home from the collection site.

- 4.1.1 The Association representative shall be allowed to accompany the employee to the collection site.

B4.2 Alcohol Testing

- 4.2.1 Alcohol testing will be conducted by a trained Breath Alcohol Technician (“BAT”) using a breath testing device approved by the Department of Transportation which the BAT has been trained to operate in conformance with Department of Transportation’s Procedures for Transportation Workplace Alcohol Testing, 49 CFR 40.221, et. seq. (“DOT Procedures”)
- 4.2.2 Alcohol testing shall take place at a facility that meets the requirements of the DOT Procedures.
- 4.2.3 The procedures used for conducting all screening and confirmation alcohol tests shall be in conformance with DOT procedures.
- 4.2.4 The cutoff levels for screening and confirmation alcohol tests shall be .04 gm/dl.
- 4.2.5 The procedures used for reporting the results of alcohol tests shall be in conformance with DOT procedures.
- 4.2.6 Reference herein to conformity with DOT procedures shall not be construed to mean that testing must or will be reported on DOT forms.

B4.3 Drug Testing

- 4.3.1 All specimens for drug testing shall be obtained at a collection site that shall have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing facility in accordance with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Work Place Testing Programs (“Mandatory Guidelines”).
- 4.3.2 All specimens shall be collected in conformance with the specimen collection procedures set forth in the Mandatory Guidelines. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.
- 4.3.3 A split specimen method of collection shall be used and the split specimen method of collection shall be in conformance with the Mandatory Guidelines.
- 4.3.4 All testing shall be done at a Department of Health and Human Services, Substance Abuse and Mental Health Services Administration certified laboratory and transportation of the specimen to the laboratory shall be in conformance with the Mandatory Guidelines.

- 4.3.5 Laboratory security, chain of custody, and analysis procedures shall be in conformance with the Mandatory Guidelines.
- 4.3.6 The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used:

Initial Test Level Nanograms per Milliliter (ng/mL)

	<u>ng/mL</u>
Amphetamines	1000
Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites(codeine / morphine)	200
Phencyclidine	25

- 4.3.7 Specimens that test negative on all initial immunoassay tests will be reported negative. No further testing of these negative specimens for drugs is permitted.
- 4.3.8 All specimens identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using gas chromatography/mass spectrometry (GC/MS) in conformance with the Mandatory Guidelines at the following cutoff values:

Confirmatory Test Level Nanograms per Milliliter (ng/mL)

	<u>ng/mL</u>
Marijuana Metabolite ¹	15
Cocaine Metabolite ²	150
OPIATES	
Morphine	2000
Codeine	2000
6-Acetylmorphine ⁴	10
Phencyclidine	25
AMPHETAMINES	
Amphetamine	500
Methamphetamine ³	500

1 Delta-9-tetrahydrocannabinol-9-carboxylic acid

2 Benzoylecgonine

3 Specimen must also contain amphetamine at a concentration > 200 ng/mL

4. Test for 6-AM when the morphine concentration exceeds 2,000 ng/mL

- 4.3.9 Specimens that test negative on confirmatory tests shall be reported negative and no further testing of these specimens for drugs is permitted.

4.3.10 An essential part of this drug testing program is the final review and reporting of results. The final review and reporting of the results of such drug testing shall be in conformance with the Mandatory Guidelines.

4.3.10.1 A positive test result does not automatically identify an employee as being in violation of this Policy. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the Medical Review Officer (“MRO”) prior to the transmission of results to the City. The MRO will consider alternate medical explanations in conjunction with his/her review.

4.3.10.2 The qualifications and responsibilities of the MRO shall be in conformance with the Mandatory Guidelines.

4.3.10.3 Prior to making a final decision to verify a positive test result, the MRO shall give the employee an opportunity to discuss the test result with him or her in conformance with the Mandatory Guidelines.

4.3.10.4 Upon notification by the MRO that an employee has a verified positive drug test or refusal to test because of adulteration or substitution, the employee shall have 72 hours from the time of notification to request a test of the split specimen at the employee’s expense. The request may be verbal or in writing.

4.3.10.5 When an employee makes a timely request for a test of the split specimen the MRO shall immediately provide written notice to the laboratory that tested the primary specimen directing the laboratory to forward the split specimen to a second HHS certified laboratory for confirmation testing in accordance with this Policy.

4.3.10.6 Following verification of a positive test result, the MRO shall report the result to the City's official who is designated to receive results.

V. CONSEQUENCE OF A NEGATIVE TEST

B5.1 In the event the test results are reported as negative the employer shall be so notified, such test results shall be destroyed (unless otherwise provided by law), the employee shall be paid for lost work time due to the testing, and no discipline shall be levied against the employee.

VI. CONSEQUENCES OF A POSITIVE TEST

B6.1 In the event the MRO reports the test results positive, an employee who tests positive for any of the drugs or alcohol referred to in this Policy may be subject to discipline up to, and including, termination.

- B6.2 Nothing in this Policy shall be construed to limit the City's right to discipline/discharge a bargaining unit employee for engaging in serious criminal conduct, whether or not alcohol or drug-related.
- B6.3 Nothing in this Policy shall be construed to limit or abridge any of the rights set forth in the collective bargaining agreement between the Association and the City and/or any rights provided by federal and state law.

VII. RECORDKEEPING

- B7.1 All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.
- B7.2 Any employee who is the subject of an alcohol or drug test shall, upon written request, have access to any and all records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

VIII. RIGHT OF APPEAL

- B8.1 Employees and the Association have the right to challenge an alleged violation of this Policy and/or the results of alcohol and drug testing through the grievance procedure set forth in the collective bargaining agreement between the Association and the City.

IX. RIGHT OF ASSOCIATION PARTICIPATION

- B9.1 At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of specimen collection and individual test results. The Association may observe specimen collection and inspect individual test results if the release of this information is authorized by the employee involved.

X. ASSOCIATION HELD HARMLESS

- B10.1. The City shall be solely liable for any legal obligations and costs arising out of the provisions of this Policy and/or application of this Policy.
- B10.2. The Association shall be indemnified, defended, and held harmless from any claim, demand, or liability arising from the implementation and/or administration of the Policy.