



AGREEMENT  
BY AND BETWEEN

Puyallup Police Management Association  
And  
City of Puyallup

**January 1, 2022 to December 31, 2024**

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This agreement is made and entered into by and between the CITY OF PUYALLUP, WASHINGTON, hereinafter referred to as “Employer”, and the PUYALLUP POLICE MANAGEMENT ASSOCIATION, hereinafter referred to as the Association.

## **ARTICLE 1                      GENERAL AND DEFINITIONS**

### **1.1     Purpose**

The Employer, and the Association in order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its employees, and to promote the morale, rights, and well being of the members of the Police Department, 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 Police Department and the individual members of the Association 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     Employee Rights**

The Employer recognizes and agrees that the employees employed by the Puyallup Police Department covered by this Agreement are entitled to all rights and privileges awarded to the ordinary citizens under all applicable provisions of the United States and State constitutions, and as well as all rights and privileges granted by any and all applicable legislation and the common law

### **1.4     Definitions**

For the purposes of this Agreement the following definitions will apply:

**1.4.1     Bargaining Unit** shall mean all regular full-time commissioned Captains who are employed by the City of Puyallup Police Department and working in the position as set forth in Article 2 of this Agreement, per applicable PERC certification date of June 12, 2009.

**1.4.2     Employer** shall mean the City of Puyallup, Washington.

**1.4.3     Employee** shall mean all employees as set forth in Article 1.4.1 above and included in the bargaining unit.

**1.4.4     Association** shall mean Puyallup Police Management Association.

## **ARTICLE 2                      BARGAINING UNIT**

**2.1**     The employer recognizes the Association as the exclusive bargaining agent for full-time commissioned employees of the Puyallup Police Department appointed on a regular status basis to the rank of Captain, as defined in Article 1.4.1.

**2.2**     Designated representatives of the Association shall suffer no loss of pay when attending meeting(s) with the Employer while on duty related to the administration of this agreement. Advance permission shall be secured by the employee from his/her appropriate supervisor.

- 2.3 Subject to Washington law relating to public disclosure, the Association may use the Employer’s electronic mail (e-mail) for communications pertaining to Association business, i.e. meeting times, places and agendas, voting, and election results.
- 2.4 Upon authorization by an employee, the City agrees to deduct from their wages the sum certified as union dues each month and deliver the same to the Association. If an employee does not receive a wage or the wage is not sufficient to satisfy the assignment, no collection shall be made for that month. A request to discontinue deductions for union dues shall be processed in accordance with RCW 41.56.110. The Association shall indemnify and hold the City harmless from any liability for actions taken by the City to comply with this section.

**ARTICLE 3 WORK WEEK**

- 3.1 The work week shall be based on a full time equivalency (FTE) being equal to 2080 hours through a 9/80, 4/10 or 5/8 work schedule, as defined by Policy. Reasonable modifications to the beginning and ending times can be agreed upon by the Chief of Police and employee by mutual agreement.

In the event the City fills a fourth Captain position, the City may assign a captain to work a swing shift.

**ARTICLE 4 FLSA EXEMPT**

- 4.1 Overtime Exempt  
The Employer and the Association agree that Captains are FLSA exempt and not eligible for overtime compensation.

**ARTICLE 5 HOLIDAYS**

- 5.1 List  
The following holidays are hereby declared to be official holidays:
 

New Year’s Day	1st day of January
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	19 <sup>th</sup> day of June
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	11 <sup>th</sup> day of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Native American Heritage Day	Day immediately following Thanksgiving
Christmas Day	25 <sup>th</sup> day of December
Floating Holidays	2 paid holidays per calendar year

**5.2** Hours

Captains shall be granted a bank of 104 holiday hours: 8 hours for each observed holiday and two 8-hour floating holidays. All banked holiday hours will be scheduled and taken within the calendar year earned, provided that employees may elect to receive cash in lieu of up to 48 hours of holiday leave time on the first payday in December. The 48-hour cap is meant to signify payment for recognized holidays, not floating holidays.

For employees not employed by the City for a full calendar year, the holiday leave bank will be prorated to include only the observed holidays that occur during their employment that year.

Employees continuously employed by the City for at least ten months will receive both floating holidays (16 hours), and employees with less than ten months, but at least five months, are entitled to one floating (8 hours) holiday.

If an employee separates from employment having used all holiday hours associated with the holidays that occur after their separation, the City is authorized to deduct overused hours from the employee's vacation bank. If such leave is insufficient, the dollar value of the overused leave will be deducted from the employee's final paycheck.

**ARTICLE 6** **VACATIONS****6.1** Accrual

All regular full-time employees will accrue paid vacation privileges based on the following schedule:

<u>Continuous COP Service from Employee's Anniversary Date</u>	<u>Hours Semi- Monthly</u>	<u>Hours Per Year</u>
1st through 4th year	4.67	112
5th through 9th year	6.00	144
10th through 14th year	7.33	176
15th year plus	8.67	208

**6.2** Maximum

No vacation credit accrual will be allowed in excess of 18 months accrual. An employee can exceed the vacation accrual only through the end of that calendar year provided that as of January 1 of the succeeding year, the employee 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.

**6.3** Vacation Pay-Out

Upon the separation or death of an employee, the accrued vacation hours of such an employee will be paid in cash in a lump sum payment to the employee or their designee. No employee shall be paid for vacation hours in excess of 18 months of accrual.

**6.4**     Washington State Fair

No leave will be granted during the Washington State Fair unless by special permission of the Chief of Police.

**6.5**     Shared Leave

Employees shall be eligible to participate in the Employer's shared leave program.

**6.6**     First Choice Vacation

Application for undivided first choice vacation will be accepted in January for that calendar year. Seniority shall prevail in approving the requests. Seniority is defined in Article 24.2 of this agreement. Undivided first choice vacation that is approved in this manner will be posted by February 15<sup>th</sup>. Undivided first choice vacation will be for a maximum of 80 hours. Only one Captain will be allowed off on first choice vacation at any given time.

**6.7**     Placement of Lateral Captains on Vacation Accrual Schedule

If the City elects to hire a Captain from outside the organization, the Captain shall accrue vacation at a rate consistent with their years of prior law enforcement experience, regardless of their time with the City.

**ARTICLE 7**                   **SICK LEAVE**

**7.1**     Accrual

Employees shall receive sick leave accruals as follows:

Sick leave will accrue at the rate of four (4) hours per pay period. There is no limit to the amount of sick leave that can be accrued. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate during such absence.

**7.2**     Upon Termination

Employees who leave the service of the Employer when eligible for service retirement under the state guidelines (as determined by the Department of Retirement Systems), or as a result of a death or disability retirement, shall receive compensation for fifty percent (50%) of their accrued sick leave at their regular rate of pay up to \$10,000.00 as part of their final compensation.

**7.3**     Use

The use of sick leave shall be in accordance with established Employer or departmental policy and upon proper application shall be allowed, where appropriate, within a reasonable time of such application.

**7.4**     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 8**                   **BEREAVEMENT LEAVE/JURY DUTY**

**8.1**     Bereavement

When an employee is absent from work on his/her scheduled work day because of a death in the employee's immediate family, the employee will be paid for such time up to a maximum of three working days, except if the employee must leave the State of Washington to attend the funeral, the employee will be paid up to a maximum of five working days. The employee shall provide information in a timely manner substantiating the need for the leave. Immediate family is defined as: spouse, mother, father, sister, brother, son, daughter, 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 employee's household.

**8.2** Jury Duty

When an employee covered by this Agreement is called for jury service in any municipal, county, state or federal court, the employee shall advise the Employer upon receipt of such call. Eligible employees will be compensated by the Employer during their period of jury service, or when appearing at the direction of the Employer. Employees who are required to appear in court for personal matters are not eligible and must request vacation or compensatory time. While time off with pay will be granted for jury duty to regular employees, an employee who is relieved of jury duty on or before the mid-point of their shift shall return to work. Any jury fees received by the employee will be signed over to the Employer.

**ARTICLE 9 HEALTH AND WELFARE**

**9.1** Life Insurance

The Employer shall pay the cost of the premium for a \$50,000 group life and accidental death and dismemberment insurance policy as defined within plan documents with 24-hour coverage to all members of the bargaining unit.

**9.2** Medical, Dental, Vision, Prescription Coverage, and Long Term Disability (LTD)

During the term of this agreement, the City of Puyallup shall provide, and Association employees and their dependents are entitled to participate in, and receive coverage under, the City of Puyallup medical, dental and orthodontia, vision and prescription medication insurance plans, which are identified in City of Puyallup Administrative Policy 2.7.14. Before switching to another plan or terminating a plan, the Association shall be entitled to bargain the proposed switch or termination.

**9.3** Wellness Program

During the term of this Agreement, the Union will participate in the City's Wellness Program that contemplates:

- A. Effective January 1, 2019 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 as noted above. 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.

- B. In order to be in compliance with the requirements of the City's Wellness Program , each year 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 wellness activities by December 31st. Qualifying Wellness activities are determined by the City in conjunction with the City's Health and Wellness Committee. The PPMA agrees to participate in the City's Health and Wellness Committee and recognizes that various Wellness activities may be added, dropped or modified over time. However, the PPA is not waiving its right to bargain over changes to the Wellness program that are mandatory subjects of bargaining.
  
- C. All bargaining unit employees not complying with the requirements of the City's Wellness Program by December 31<sup>st</sup> of each year will, on a monthly basis, contribute premium sharing for medical/pharmacy coverage as follows for the duration of the following year, and those hired between January 1st and 11:59 pm on December 31st will, on a monthly basis, contribute premium sharing for medical/pharmacy coverage as follows for the remainder of the year in which they were hired:

Coverage Level	Monthly Premium Share
Employee Only	10% of the premium for employee only coverage
Employee & Family	10% of the premium for family coverage

- D. 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.
  
- E. Should the City decide to terminate the City's Wellness Program during the term of this Agreement, all bargaining unit employees and their dependents will be provided fully paid employee and dependent medical, dental with orthodontia, vision and prescription insurance.

**9.4** As the Employer establishes annual healthcare budget rates, if at any time healthcare costs meet or exceed 10%, both parties agree to open this agreement under Article 9, Section 9.2.

**9.5** Voluntary Employee Beneficiary Association (VEBA)

The City will administer a VEBA for the bargaining unit, provided it is self-funded by employees. The Association will set the dollar amount that will be contributed by bargaining unit members to the City-sponsored VEBA. The City reserves the right to rescind the administration of a VEBA if at any time it triggers an excise tax (for example if the Affordable Care Act were to be restored) for the City.



**9.6 Health Care and Wellness Committee**

**9.6.1** 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 unrepresented employees (to include management). The purposes of this committee shall include:

- a) Exploring ways to control health care expenses
- b) Increasing employee education about insurance benefits
- c) Seeking employee input into insurance benefits carriers and plan design.

**9.6.2** The Committee cannot negotiate for and/or bind the City or the Union to any decisions or course of action. The parties may further clarify and define the role of the committee during the life of this agreement.

**9.7 Family Medical Leave Act**

The Association and the Employer agree that FMLA leave eligibility will be calculated using a 12 month rolling year that will commence with the first day the employee uses such leave. At the conclusion of the 12 month period, a new year will reset upon the next date of benefit usage.

**ARTICLE 10 UNIFORM ALLOWANCE AND EQUIPMENT**

**10.1** The Employer shall provide, by budget, a sufficient amount to cover the cost of uniforms and equipment for each bargaining unit member and said items shall be of good quality. Clothing damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the Employer as required. (Complete uniform means cap, coat, shirt, trousers, tie, shoes, protective rain gear and also duty belts, holsters, etc.)

**10.2** In the case of bargaining unit members whose normal job requires them to work in civilian clothes, \$750 per year shall be made available for purchasing, on a reimbursement basis, suitable clothing and shall be replaced if damaged in the line of duty on the same basis as members assigned to work in uniform. Based on past practice, the other bargaining unit members will have \$360 per year available for purchasing suitable clothing, on a reimbursement basis.

**10.3** The Employer will provide, by contract or professional services agreement, uniform cleaning and repair services at the Employer’s expense. These services will be provided by a local cleaner of the Employer’s choice, but individual employees will be responsible for all pick-ups and deliveries. The Employer will monitor the cleaning and repair services provided to assure quality of service. Investigations personnel only will be authorized to use the cleaning services for plain clothes attire regularly worn while working as well as uniforms worn during special assignments.

**10.4** Effective January 1, 2022 all employees will be assigned a body worn camera and their vehicles may be equipped with in-car audio and video recording systems in accordance with Department policy. The parties recognize that access to video is essential in ensuring public trust. As such, the data may be used for criminal, civil and disciplinary proceedings.

**ARTICLE 11 WAGES AND DEFERRED COMPENSATION**

**11.1 Police Captain Wage**

Effective January 1, 2022 the salary schedule for all employees will be increased by 4%.

Effective January 1, 2023, the salary schedule for all bargaining unit employees will be increased equal to 100% of the Seattle-Tacoma-Bellevue CPI-U first half index, with a 1% minimum and a 5% maximum.

Effective January 1, 2024 the salary schedule for all bargaining unit employees will be increased equal to 100% of the Seattle-Tacoma-Bellevue CPI-U first half index, with a 1% minimum and a 5% maximum.

**11.2** Deferred Compensation

The Employer shall contribute 4% of the employee's base wage to their qualified, deferred compensation plan.

**ARTICLE 12** **COMMAND DUTY OFFICER (CDO) AND REGIONAL TEAM COMMANDER DUTY**

**12.1** CDO Duty

A designated Command Duty Officer (CDO) will be available on-call after regular duty hours and on weekends/holidays. The CDO will be on-call from 0600 Tuesday morning until 0559 the following Tuesday morning. The CDO premium will be equivalent to 4% of each Captain's annual base pay, to be distributed equally over 24 periods.

The City agrees that any changes to the current practice for scheduling CDO's must be negotiated.

**12.2** Washington State Fair CDO Duty

A designated Command Duty Officer (CDO) will be available for the Washington State Fair after regular duty hours. For each hour worked as Fair CDO outside regularly scheduled work hours, Captains shall receive an hourly wage, in addition to their base salary, of 10% greater than the top step sergeant overtime rate, or holiday rate if applicable.

**12.3** Regional Force Investigations Team Commander Duty

Employees assigned as a Commander on a regional force investigations team shall receive hourly premium pay for all hours worked outside their regular schedule. The hourly premium pay shall be 10% greater than the top step sergeant overtime rate or holiday rate if applicable.

**ARTICLE 13** **EDUCATION AND LONGEVITY**

**13.1** Education

In fulfilling its commitment to provide professional police services, the Employer shall encourage all members to further their education to the highest level possible. Additionally, the following monthly incentive pay will be awarded to each member as part of their base wages upon completing the listed degree:

Bachelor’s Degree 4%

In the event that the Puyallup Police Association receives an increase in education pay in any year of the contract that exceeds the amounts above then the Association shall also receive the same additional amount as long as they meet any requirements for receiving the additional increase (for example switching medical plans).

**13.2** Longevity

Longevity pay shall be paid in the following amounts to employees who meet the following City of Puyallup service criteria:

Years of Service	Longevity Pay
5	1%
10	3%
15	5%
20	7%
25+	10%

A member shall be deemed to have met the service criteria requirement upon reaching the beginning of the applicable year of service.

In the event that the Puyallup Police Association receives an increase in longevity pay in any year of the contract that exceeds the amounts above then the Association shall also receive the same additional amount as long as they meet any requirements for receiving the additional increase (for example switching medical plans).

**13.3** Education Incentive and Longevity shall be calculated on the employee’s base wage. Longevity pay is in addition to Educational Incentive pay.

**ARTICLE 14 TUITION REIMBURSEMENT**

**14.1** Tuition Reimbursement

The Employer shall provide tuition reimbursement in accordance with the City's Administrative Policies and Procedures, subject to available funds contained in the City’s annual budget to administer this program.

**ARTICLE 15 GRIEVANCE PROCEDURE**

**15.1** The purpose of the grievance procedures shall be to settle all grievances between the Police Department and the Association as quickly as possible so as to ensure efficiency and promote employee morale. A "grievance" shall be defined as a dispute or disagreement against the Employer involving the alleged violation of the specific provision(s) of this agreement.

**15.2** The Association or any employee or group of employees who feels they have a grievance may seek adjustment at STEP 1 as follows. Nothing herein shall prevent an employee from carrying on a grievance through STEP 3.

**15.3** STEP 1. A grievance shall be presented in writing by the Association or by an aggrieved employee(s) within 30 calendar days 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 attempt to adjust the matter and notify the Association and employee in writing of their decision within ten calendar days of receiving the grievance. If the grievance is not pursued to STEP 2 within seven calendar days it shall be presumed resolved. If the grievance concerns discipline, the grievance must be filed at STEP 2 within 14 calendar days of having received the discipline.

STEP 2. If, after conclusion of STEP 1 the grievance has not been satisfactorily resolved, the written grievance shall then be presented to the Chief within seven (7) calendar days of the STEP 1 decision for investigation, discussion and written reply. The Chief shall schedule a meeting with the Association or aggrieved employee within 21 calendar days if necessary. The Chief shall issue a written decision within seven calendar days from the conclusion of the meeting. If the grievance is not pursued to STEP 3 within 14 calendar days, it shall be presumed resolved.

STEP 3. If, after thorough evaluation, the decision of the Chief has not resolved the grievance, Association or aggrieved employee may present the grievance to the City Manager within 14 calendar days of the STEP 2 decision. The City Manager shall schedule a meeting with the Association or aggrieved employee within 21 calendar days. The City Manager shall render a written decision within seven calendar days of the conclusion of this meeting. If the grievance is not pursued to STEP 4 within 30 calendar days from receipt of the STEP 3 written decision, it shall be presumed resolved.

STEP 4. If, after thorough evaluation, the decision of the City Manager has not resolved the grievance, the Association shall notify the City Manager in writing that it is pursuing the grievance to STEP 4 within 30 calendar days of the STEP 3 decision. The Association has sole discretion as to whether to request grievance arbitration. Appointment of an arbitrator by PERC shall be requested for disciplinary grievances as defined by RCW 41.58.070. For all other grievances, a list of eleven (11) arbitrators shall be requested from the American Arbitration Association within 14 calendar days of the STEP 4 grievance. The request shall specify that the Arbitrators be members of the National Academy of Arbitrators who reside in the Pacific Northwest. 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. Any expenses incidental to arbitration shall be borne equally by the Association and the Police Department. Expenses incidental to arbitration does not include attorneys' fees, or expert witness fees, and each party remains responsible for its own attorneys' fees and expert witness fees incurred in arbitration.

- 15.4** 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.
- 15.5** It is agreed and understood that there may be situations which give rise to a grievance which could also result in a hearing by the Civil Service Commission. If such request is maintained for 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 16 LETTERS OF REPRIMAND AND RECORDS REQUESTS**

- 16.1** Letters of reprimand may not be used for progressive discipline purposes provided three (3) years have past and there are no similar offenses.
- 16.2** Records Requests  
Requests by citizens for records pertaining to members of the Association shall be processed in accordance with RCW 42.56.250(12).

## **ARTICLE 17 MANAGEMENT RIGHTS**

- 17.1** Employer Rights  
It is recognized that the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Police Department, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Police Department; to determine the methods, means, organization by which such operations and services are to be conducted; to assign overtime; to lawfully recruit, assign, reassign, or promote employees to positions within the Police Department; and (for just cause) to fairly demote, suspend, discipline, discharge non-probationary 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 otherwise required.
- 17.2** Reclassification of a Captain Position  
The City has agreed to reclassify a newly vacated Lieutenant position to a Captain position effective January 1, 2022; provided however, that the City retains the management right to reclassify a Captain position to a non-union Lieutenant position at any time in the future. The City's decision to reclassify a Captain position to a non-union position in the future is at its sole discretion and will not be considered skimming or otherwise be subject to bargaining.

## **ARTICLE 18                      PREVAILING RIGHTS**

### **18.1    Past Practices**

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 19                      POLICE OFFICERS' BILL OF RIGHTS**

**19.1** An employee of the Puyallup Police Department shall be entitled to be advised in writing if the employee so requests of the particular nature of the investigation and as to whether the employee is a witness or a suspect. This information shall be provided prior to interrogation of the employee and should include names of complaining witnesses and/or other information which shall reasonably inform an accused employee of the allegations.

**19.2** All interrogations shall be held at the Puyallup Police Station facility except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an Association attorney and/or representative prior to commencement of the interrogation. The Association attorney and/or the Association representative may be present during the interrogation, but said attorney shall not be permitted to participate in the interrogation. Nothing herein shall in any way restrict the rights of the Association attorney and/or the Association representative to consult with the employee during the process of the interrogation.

**19.3** The interrogation shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interrogation, and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals and rest periods.

**19.4** Within three days of the completion of the investigation and no later than three days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall upon request be furnished a complete copy of the investigation report. Upon request, employees shall also have a right of representation during any pre-disciplinary hearing.

**19.5** An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Puyallup Police Department.

**19.6** Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of his duties and responsibilities as the Chief Administrator of the Puyallup Police Department.

### **19.7    Use of Force Situations**

Employees involved in the use of force shall be advised of their rights to and allowed to consult with an Association representative or Association attorney prior to being required to give an oral or written statement about the use of force.

## **ARTICLE 20                      NON-DISCRIMINATION**

### **20.1    Equal Opportunity Employer**

The Association recognizes the City of Puyallup and the Puyallup Police Department 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 Employer may maintain a bona fide occupational qualification for any position. Complaints of unlawful discrimination may be pursued by an employee to an appropriate government agency and shall not be submitted as a grievance under this Agreement.

### **20.2    Gender Neutral**

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.

### **20.3    Americans with Disabilities Act**

Nothing in this Agreement shall preclude the Employer from taking all steps necessary to comply with the Americans with Disabilities Act, provided that nothing herein constitutes a waiver of the Association's bargaining rights.

## **ARTICLE 21                      IDEMNIFICATION**

### **21.1    Officer Liability**

False Arrest Coverage shall be provided by the Employer for all employees. The Employer shall indemnify, and defend, and hold harmless any employee against any claim and/or suit, and/or damages where such claim and/or suit and/or damages arises out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his official duties because such employee performs his/her the duty as an employee of the Puyallup Police Department. The Employer shall pay on behalf of any employee any sums which the employee shall be legally obligated to pay that arise out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his official duties as an employee of the Puyallup Police Department. The employee shall have the duty to cooperate with the Employer in the defense of any claim or suit for which indemnification or defense is sought. Indemnity, defense and hold harmless provisions of this Article shall not be provided by the Employer for any dishonest, fraudulent, criminal or malicious act or for any suit brought against the employee by, or on behalf of, the Employer.

## **ARTICLE 22 SAVINGS CLAUSE**

**22.1** 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 23 PROBATION PERIODS**

**23.1** Trial Service Period

All employees who are newly promoted to the rank of Captain shall serve a trial service period of 12 months.

## **ARTICLE 24 SENIORITY**

**24.1** 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 posted thereafter for a period of not less than 30 calendar 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 Police Chief within 14 calendar days or stand approved. Employees hired simultaneously shall be listed according to Civil Service standings; the employee with the highest score will be listed first.

**24.2** Seniority shall be defined as length of service with the Puyallup Police Department in the classification of Police Captain, including trial service period but not to include temporary or provisional appointment period. Seniority shall be broken by discharge for cause or if the employee is absent for three consecutive work days without reporting the absence. Employees who return from layoff or are rehired shall retain their seniority as of their last date of employment but will not continue to accrue seniority while they are absent from employment. Employees on an unpaid leave of absence shall retain their seniority but shall continue to accrue additional seniority only for the first 30 days of the leave.

## **ARTICLE 25 DRUG/ALCOHOL TESTING AND SMOKING**

**25.1** The Drug and Alcohol Testing policy is attached to this agreement as Appendix B.

**25.2** Smoking and Tobacco Use Prohibited

The Employer's no smoking ordinance (Ordinance No. 26-91, Puyallup Municipal Code 2.58) is incorporated herein by this reference; smoking and the use of tobacco-related products in the work environment is prohibited in accordance with the ordinance.



## ARTICLE 26 NO STRIKE CLAUSE

### 26.1 Strikes and Work Stoppage

It is understood and agreed that the services performed by City 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 which will interrupt or interfere with the operation of the Employer. No employee shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of the Employer. 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.

## ARTICLE 27 DURATION CLAUSE

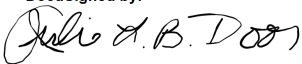
27.1 The agreement expressed herein in writing is the complete agreement between the parties and no oral statement shall add to, or supersede, any of its provisions.

27.2 This Agreement shall be effective January 1, 2022 and remain in effect until December 31, 2024 at which time all articles shall be open for negotiations. Either party wishing to amend or modify such Agreement must notify the other party in writing no earlier than six months or later than five months prior to the expiration date of the Agreement. Within ten days of receipt of such notification by either party, a conference shall be held between the Employer and the Association Negotiating Committee for the purpose of such amendment or modification.

1/3/2022

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

### CITY OF PUYALLUP

DocuSigned by:  
  
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Julie Door, Mayor

### PUYALLUP POLICE MANAGEMENT ASSOCIATION

DocuSigned by:  
  
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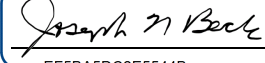
Ryan Portmann, President

DocuSigned by:  
  
3E28419FETD84A5...

Steve Kirkelie, City Manager

**APPROVED AS TO FORM:**

DocuSigned by:

A handwritten signature in black ink that reads "Joseph M Beck". The signature is written in a cursive style and is positioned above a horizontal line.

EF5BA5DC2E5544B...

Joseph Beck, City Attorney

**APPENDIX 'A'**  
**SALARY SCHEDULE**

The salary schedule for 2022 is:

<b>Rank</b>		<b>Monthly Salary</b>
Captain (1 to 12 months)		\$12,762.88
Captain (after 12 months)		\$13,295.36

Adjustments to the salary schedule in 2023 and 2024 shall be made as provided in Article 11.

## APPENDIX 'B'

### DRUG AND ALCOHOL TESTING

#### I. POLICY

- B1.1 Reporting to work under the influence of alcohol 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 Employer 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 Captain 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 Employer 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 Employer 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 <sup>1</sup>	15
Cocaine Metabolite <sup>2</sup>	150
<b>OPIATES</b>	
<hr/>	
Morphine	2000
Codeine	2000
6-Acetylmorphine <sup>4</sup>	10
Phencyclidine	25
<b>AMPHETAMINES</b>	
<hr/>	
Amphetamine	500
Methamphetamine <sup>3</sup>	500

1 Delta-9-tetrahydrocannabinol-9-carboxylic acid

2 Benzoylcegonine

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 Employer. 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 Employer’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 Employer'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 Employer 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 discipline imposed based on the results of alcohol and drug testing through the grievance procedure set forth in the Collective Bargaining Agreement between the Association and the Employer.

## **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 inspect individual test results if the release of this information is authorized by the employee involved.

## **X. ASSOCIATION HELD HARMLESS**

- 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.