



AGREEMENT

BY AND BETWEEN

CITY OF PUYALLUP

AND

PUYALLUP POLICE ASSOCIATION

January 1, 2019 to December 31, 2021



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**AGREEMENT
BY AND BETWEEN
CITY OF PUYALLUP
AND
PUYALLUP POLICE OFFICERS ASSOCIATION**

ARTICLE 1 - GENERAL

- 1.1 **PURPOSE:** The City of Puyallup, hereinafter referred to as the City, and the Puyallup Police Officers Association, hereinafter referred to as 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'S RIGHTS:** The City 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.

ARTICLE 2 - RECOGNITION

- 2.1 The City hereby recognizes the Association as the sole and exclusive representative of all full-time and regular part-time, uniformed, and commissioned employees of the Police Department through the rank of Sergeant. Excluded are the positions of Police Captain, Police Deputy Chief and above, plus all other City employees.
- 2.2 A regular and part-time employee is someone who is hired to work between 20 and 90 hours per month for at least six consecutive months. Regular part-time employees are entitled to a pro rata share of vacation, holidays, and sick leave, calculated by dividing the average number of hours worked per month during the six-month period, into 160 hours. Employees who work 90 hours or more per month are entitled to complete benefits and are eligible to make retirement contributions on the same basis as regular full-time employees.

ARTICLE 3 - ASSOCIATION MEMBERSHIP

- 3.1 It shall be a condition of employment that all employees covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain

members in good standing, or those who are not members and employees subsequently hired shall, before the 31st day following the beginning of such employment, become and remain members in good standing of the Association provided that in lieu of membership any employee may elect to pay a service charge equivalent to the regular Association contribution towards the administration and negotiation of the Agreement as provided in Section 3.2.

- 3.2 The parties recognize that the Association represents every eligible member of the bargaining unit, thereby making every eligible member of the bargaining unit the recipient of the Association's collective bargaining representation. Any employee, who 31 days after his/her date of hire or certification of the Association is not a member of the Association and chooses to remain a non-member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Such amount shall be deducted monthly by the City from the compensation of each member's and non-member's compensation if authorized pursuant to Article 5.1 and such sums shall be remitted monthly in the aggregate to the Association.
- 3.3 The Employer shall discharge any employee as to whom the Association, through its authorized representative, delivers to the Employer a written notice that such employee is not in good standing in conformity with Sections 3.1 and 3.2 of this Article. Upon receipt of a notice requesting termination of an employee who has not become or remained a member in good standing of the Association or has not paid his/her fair share requirement under Section 3.2, the Employer shall immediately notify such employee that if he/she has not complied with the Association membership requirements of this Agreement within 15 days, his/her employment shall automatically be terminated. The Association agrees to withdraw any letter of termination if the employee, in respect to whom such letter has been served, shall complete his/her membership requirements within the time limit specified heretofore.
- 3.4 Pursuant to state law, the foregoing provisions of this Article shall not apply to employees who are bona fide members of a church or religious body whose religious tenets or teachings prohibit membership in employee Associations. However, every such employee shall pay an amount of money equivalent to regular Association dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made.
- 3.5 The employee and the Association shall indemnify and hold harmless the City from any liability for actions taken pursuant to Article 3 (except for an action brought by the Association to enforce Articles 3 or 5), including but not limited to liability for withholding errors or damages caused by such withholding errors, where the error was caused by the failure of the employee or the Association to provide accurate information to the City.

ARTICLE 4 – OFFICER LIABILITY

- 4.1 False Arrest and Criminal Defense Coverage for any claim or suit 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 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. This article does not apply to defense in any criminal proceedings.

ARTICLE 5 - PAYROLL DEDUCTION

- 5.1 Upon the 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 the said month.

ARTICLE 6 - SENIORITY

- 6.1 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.
- 6.2 Seniority by classification shall prevail in reductions in rank and layoffs. On the event of layoff, the least senior Police Officer in the classification affected shall be the first laid off, and the last Police Officer laid off shall be the first re-hired, provided that at the time of recall the laid-off employee has maintained the mental and physical fitness necessary to perform the job. In the event of a reduction in the number of Sergeants, the affected Sergeant or Sergeants shall have the right to revert to the classification of Police Officer. Employees laid off or reduced in rank shall retain reemployment or reversion rights for up to 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.
- 6.3 Seniority shall be defined as length of service with the Puyallup Police Department in the classification affected on Civil Service appointment, 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 7 - TRIAL SERVICE PERIOD

- 7.1 All entry-level employees and lateral entry employees shall serve a trial service period, and shall have no seniority rights during this period. New, entry level Police Officers shall serve a trial service period that concludes twelve (12) months after successful completion of the Basic Law Enforcement Academy. Lateral entry Police Officers shall serve a trial service period of twelve (12) months from their date of hire. A trial service employee may not challenge a suspension, demotion, schedule change, or discharge through the grievance and arbitration procedures of Article 20. All employees who have successfully completed this trial service period shall be known as a regular status employee, 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.

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

ARTICLE 8 - PAID LEAVE

- 8.1 Paid leave shall include vacation and holiday time and shall be considered equal in value.
- 8.2 VACATION: Members of the Police Department shall be granted vacation time in each calendar year without loss of pay. Such vacations shall be accrued in the following manner:

CONTINUOUS SERVICE FROM EMPLOYEE'S ANNIVERSARY YEAR

| Years | Semi-Monthly Hours | Per Year Days | Hours |
|-------------------|-------------------------------|--------------------------|--------------|
| 1 through 4 | 4.00 | 12 | 96 |
| 5 through 9 | 5.33 | 16 | 128 |
| 10 through 14 | 6.67 | 20 | 160 |
| 15 and thereafter | 8.67 | 26 | 208 |

- 8.2.1 Each employee will be granted one additional hour of vacation each year, which shall be used to fulfill the requirements of Article 24.2.3.
- 8.3 No vacation credit accrual will be allowed in excess of 18 months accrual, unless the employee has at least one work week of first choice leave scheduled pursuant to Section 8.4. Such 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 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. The employee shall have the option to sell back, at the employee's base rate, up to a maximum of 40 hours of vacation, per calendar year, that would be in excess of the maximum accrual amount. The sell back must be requested by December 15th. To be eligible for vacation sell back, the employee must have used a minimum of 40 hours of vacation during the year.
- 8.4 Application for undivided first-choice leave will be accepted during the month of January for that calendar year. Seniority by shift, squad, or unit will prevail in approving these requests. Undivided first-choice leaves that are approved in this manner will be incorporated into the work schedule by February 15. Undivided first-choice leave will be limited to vacation leave which shall be accrued by the time of the request scheduled leave to a maximum of 300 hours. Holiday leave may be granted in a manner that immediately precedes or follows undivided vacation, but any such use of holiday leave may not be granted on a first-choice basis.
- 8.4.1 Subject to the other provisions of this Article, first-choice leave in the Patrol Division shall be scheduled in such a manner as to allow the leave of two employees per squad during one work cycle out of three consecutive work cycles.
- 8.4.2 In the Operations Division, only one sergeant on the A side and one sergeant on the B side can be scheduled for first-choice leave simultaneously, unless approved by the Chief of Police or his/her designee.

- 8.4.3 Only two members may be scheduled for first-choice leave simultaneously in any full-time special assignment work group (e.g. Traffic, POP, MCU, and SIU) unless approved by the Chief of Police or his/her designee. Rank, then department seniority will prevail in approving requests.
- 8.4.4 A sergeant and his/her designated primary acting sergeant shall not be scheduled for first-choice leave simultaneously unless otherwise approved by the Chief of Police or his/her designee. This section will not apply to the Patrol Unit unless all Patrol squads are staffed with a designated primary acting sergeant.
- 8.5 No leave will be granted during the Washington State Fair unless by special permission of the Chief of Police.
- 8.5.1 As used in this Article, "Labor Day weekend" means the Friday, Saturday, and Sunday preceding Labor Day and Labor Day.
- 8.5.2 The Chief of Police shall establish the staffing model for overtime shifts at the Washington State Fair during Labor Day weekend. Such overtime shifts will first be awarded to volunteers on a seniority basis, through voluntary sign up.
- 8.5.3 In the event that there are insufficient volunteers to work the overtime shifts at the Washington State Fair during Labor Day weekend, the least senior, off-duty, eligible employee(s) shall be mandated to work, provided however; no employee shall be mandated to work more than one Washington State Fair overtime shift during Labor Day weekend unless all other eligible employees have been assigned to work a mandated Washington State Fair overtime shift during Labor Day weekend.
- 8.5.4 An employee mandated to work an overtime shift in accordance with Section 8.5.3 above, shall have the opportunity to volunteer for any other open Washington State Fair overtime shifts during Labor Day weekend.
- 8.5.5 Employees who volunteer and/or are mandated to work Washington State Fair overtime shifts during Labor Day weekend shall be compensated for such work at two times the employee's regular rate of pay.
- 8.5.6 Hours worked on Washington State Fair overtime shifts during Labor Day weekend will not be used for balancing total Washington State Fair overtime hours.
- 8.5.7 Employees who worked Washington State Fair overtime shifts during Labor Day weekend in 2016 and are employed by the City on the date of final ratification of this agreement shall be retroactively compensated for one-half of the employee's regular rate for all hours worked on such overtime shifts.
- 8.6 HOLIDAYS: For the purposes of this Section, the following holidays will be observed: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Friday after Thanksgiving, and Christmas Day. Members of the Police Department shall be granted a bank of 96 hours off without loss of pay in lieu of holidays; 8 hours for each observed holiday and two 8 hour floating holidays. Employees who are scheduled to work on any of the observed holidays shall be paid at one and one-half times their regular rate for all hours worked on that holiday. However, should an employee be assigned or volunteer to work one of the ten calendar holidays that he/she is not regularly scheduled to work, the employee shall receive two times his/her regular hourly rate for all hours worked on that

holiday. Nonpatrol employees assigned to normal business hours who choose to work on observed holidays will receive straight time pay.

- 8.6.1 For employees not employed by the City for a full calendar year, the holiday leave bank will be prorated to only include the observed holidays that occur during their employment that year.
- 8.6.2 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 holiday (8 hours). Members with less than 5 months will not receive any floating holiday hours.
- 8.7 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 holiday time off to be paid on the first payday of December. Upon termination of employment, the employee will be paid only for unused banked holiday hours that were accrued in accordance with Article 8.6.
 - 8.7.1 In the event an employee separates from employment having used holiday hours associated with holidays that occur after their separation, the City is authorized to deduct the overused hours first from the employee's vacation bank, then from his/her green time bank, then from his/her compensatory leave bank. If such leave is insufficient, the dollar value of the overused leave will be deducted from the employee's final paycheck. In the event an employee separates from employment having been paid for holidays that will occur after their separation date, the dollar value of the overpaid leave will be deducted from the employee's final paycheck.
- 8.8 Members will not cancel approved leave, that incurs overtime and has been backfilled, less than twelve (12) hours in advance of the leave absent authorization from the Chief of Police or his/her designee.
- 8.9 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 9 - SICK LEAVE

- 9.1 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:
- 9.2 ACCUMULATION OF SICK LEAVE:
 - 9.2.1 Each employee shall accumulate sick leave benefits at the rate of eight hours per month with a maximum annual accumulation of 96 hours.
- 9.3 USE OF SICK LEAVE:
 - 9.3.1 The use of sick leave shall be in accordance with established City or departmental policy and upon proper application shall be allowed, where appropriate, within a reasonable time of such application.
- 9.4 PAYOFF FOR UNUSED SICK LEAVE:

- 9.4.1 All employees who are eligible for a service retirement under the state guidelines for the LEOFF system shall be eligible to receive compensation for 25% of accrued sick leave at their regular rate of pay up to \$13,000.00 in their final compensation. This Section shall further include separations due to death or disability retirement of the employee.

ARTICLE 10 - BEREAVEMENT LEAVE

- 10.1 When an employee is absent from work on his/her scheduled work day because of death in the immediate family, the employee will be paid for such time up to a maximum of three working days at the employee's 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 maximum of five working days at straight-time rate. The employee shall provide information in a timely manner substantiating the need for the leave.
- 10.1.1 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 household.

ARTICLE 11 - JURY DUTY

- 11.1 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 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 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 12 - HOURS OF DUTY AND OVERTIME

- 12.1 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 those members working eight (8) or ten (10) hour shifts.
- 12.1.1 Members assigned to Major Crimes Unit shall work a 4/10 work schedule to consist of four (4) consecutive ten hour weekday shifts followed by three (3) consecutive days off. Members of the Major Crimes Unit shall work dayshift hours (0700-1700), weekdays, unless provisions of 12.1.6 apply. The days off rotation shall be either Saturday/Sunday/Monday or Friday/Saturday/Sunday. At least one member of the Unit shall be assigned to work Monday through Thursday and one member shall be assigned to work Tuesday through Friday.
- 12.1.2 Members assigned to the Special Investigations Unit shall work four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. Members of the Special Investigations Unit shall work four (4) consecutive ten (10) hour swing shifts (1300-2300 hrs.). Members shall be assigned to work Tuesday through Friday, unless the provisions of 12.1.6 apply; provided, however, that the property and fraud detective assignment shall work four consecutive ten (10) hour shifts assigned to day shift (0700-1700).

- 12.1.3 Members assigned to the Problem Oriented Policing Unit (POP) shall work four (4) consecutive ten hour days followed by three (3) consecutive days off. Members of the POP unit shall work dayshift hours, weekdays.
- 12.1.4 The School Resource Officer (SRO) shall work five (5) consecutive days with two days off during the school year. Management retains the right to assign the SRO to another shift/schedule during the summer months.
- 12.1.5 Members assigned to the Traffic Unit shall work four (4) consecutive ten (10) hour days during dayshift hours (sometime between 0600-1800 hrs.), weekdays (Monday through Friday), unless the provisions of 12.1.6 apply.
- 12.1.6 Members assigned to the Major Crimes Unit, Special Investigations Unit, Traffic Unit and Problem Oriented Police Unit shall be able to flex their schedules when mutually agreeable to both the City and the employee.
- 12.1.7 Members assigned to a Task Force shall work the hours as set by the Task Force.
- 12.2 In accordance with the Fair Labor Standards Act (FLSA) the Association agrees to a work period of 24 days under Section 207(k) of the FLSA for those members working 12 hour shifts.
 - 12.2.1 Members working patrol shall work twelvehour shifts. Members may work day or graveyard shifts.
 - 12.2.2 Members working either day-shift or graveyard shall work four (4) consecutive days followed by four consecutive (4) days off.
 - 12.2.3 The Association agrees to the implementation of a patrol swing shift effective 1/1/2019. The swing shifts may be 8, 10 or 12 hours in length and will be determined by the Department.
 - 12.2.3 Reasonable modifications to beginning and ending times of shifts may be necessary based on operational needs. The City shall give at least 30 days notice prior to the modifying the beginning and ending times of shifts.
 - 12.2.4 Shift assignments shall be determined by shift bidding by seniority in rank. Sergeants shall bid first followed by qualified Acting Sergeants in accordance with their rank on the current Civil Service Sergeant Promotional list. No squad may have more than one designated qualified Acting Sergeant. All Officers shall bid for the entire year in person, by telephone, or by proxy at a PPA-hosted live shift bid. The specific process by which the bid will be conducted, as well as reasonable standards of conduct, will be mutually agreed upon by the parties at least 30 days prior to the shift bid. A member of the PPA will be present for the schedule process.
 - 12.2.5 The City retains the right to move personnel from their bid location based on significant operational need or just cause. Movement of Officers based on significant operational need will be done in consultation with the PPA President (or designee) but a determination based on significant operational need shall rest with the City in the good faith exercise of its discretion.
 - 12.2.6 There shall be three (3) bid blocks each year with each bid block being approximately four (4) months. The Association and the City recognize that due to FLSA work periods

minor modifications to the duration of the bid blocks may be required to stay in compliance with FLSA provisions and shift bidding language.

- 12.2.7 The patrol schedule and shift assignments shall be posted no later than 30 days prior to the expiration of the prior schedule.
 - 12.2.8 Should an officer be reassigned to a different squad, officers on the impacted squad will have the opportunity to move voluntarily. Should there not be a volunteer, the least senior officer shall be moved to the vacated position.
 - 12.2.9 Officers leaving a specialty assignment mid-year shall assume the position of the member filling their vacancy for the remainder of the year.
 - 12.2.10 Employees of the same classification may mutually exchange full or partial shifts when the trade does not interfere with the duties and responsibilities of the employees in their positions and provided that the immediate supervisors of such employees determine that no interference will occur as a result of a mutually agreeable shift exchange. The Chief of Police or his designee may override such approval by the immediate supervisors in the event that the Department's service or training needs require specific employees to be on duty during their assigned shifts. Shift trades under this section only apply to individual patrol shifts, and do not apply to bid blocks.
- 12.3 Any changes in an Officer's work schedule may be appealed to the Chief of Police, whose decision shall be final provided nothing herein shall be a waiver of the Association's right to engage in collective bargaining.
- 12.4 OVERTIME: In the event that a need for overtime should occur in the Police 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", except as otherwise provided in this Section. Overtime shall be the time an employee works in excess of his or her regular schedule.
- 12.4.1 Eligible means that the employee is or will be capable of performing the work required and is capable of reporting for duty at the required time.
 - 12.4.2 Short shift overtime means due to an unexpected Officer or Sergeant absence, there is an insufficient number of Officers or Sergeant on a squad or unit for a specific shift. An Officer or Sergeant that works a short shift vacancy may not simultaneously use paid leave, unless the need for overtime arose after the request to use paid leave was approved.
 - 12.4.2.1 Officers: When Officer short shift overtime is necessary, it will be posted for all eligible Officers/Detectives.
 - A. Supervisors will attempt to provide notification of short shift patrol overtime opportunities in a manner that is fair and equitable.
 - B. Short shift patrol overtime will first be awarded to volunteers on a first come, first served basis, except as provided for in Paragraph 12.7.4.C.
 - C. In the event that there are insufficient volunteers to work short shift patrol overtime, the least senior, off-duty, eligible uniformed officer shall be mandated to work, provided however; no employee shall be mandated to

work more than one overtime shift per year (during the annual bid blocks), unless all other eligible employees have already worked a mandated overtime shift during the year. Uniformed officer shall mean any officer not assigned as a detective in the Investigative Services Unit and will include POP, Traffic and SRO).

12.4.2.2 Sergeants: When Sergeant's short shift overtime is necessary, it will be posted for all eligible Sergeants and Acting Sergeants in accordance with 14.1.2.

12.4.3 For the purpose of calculating overtime rate of pay for non-FLSA overtime for Detective/K-9 and Detective Sergeant the specialty premium pay of 3% for K-9 Officers and 5% for Detectives and Detective Sergeants shall be included for all overtime hours accrued performing regular duty. The specialty premium pay of 3% or 5% respectively shall not be included for any overtime hours accrued performing non-regular duty.

A. Non-regular duties mean duties that an employee does not normally perform in the course of his/her workday. Non-regular duties shall include, but not be specifically limited to, gun shows, parades and Washington State Fair duties.

B. This agreement shall not change the calculation of overtime rates as it relates to FLSA overtime and/or other premium pays under the applicable FLSA standards.

12.4.4 When an employee receives a call while off duty the officer shall receive a minimum of 15 minutes of overtime for all calls lasting 8 minutes or longer. In the event that a call lasts longer than 15 minutes the officer shall receive overtime closest to the quarter hour. This section shall not apply when officers are contacted regarding emergency callback or for overtime opportunities.

12.4.5 An employee whose assignment to report for overtime duty is cancelled by the Department, shall be entitled to work a minimum of three hours at one and one half times the employee's hourly rate in the capacity in which he or she was assigned or scheduled to work unless the Department provides eight (8) or more hours' notice of the cancellation of the overtime. This provision shall not apply to vendor overtime.

12.4.6 When an employee not already scheduled to work is required to attend any work related court or administrative proceeding (e.g., meeting or interview with a prosecutor, defense attorney, etc.), he/she shall be paid on the basis of a minimum of three hours at one and one half times the employee's regular hourly rate. For extended sessions, the Officer shall be paid actual time in court or hearing, including waiting for a case to begin, at the overtime rate. Absent a subpoena, scheduling outside of duty hours must be preapproved by a Captain. "Work related" means in conjunction with or resulting from the employee's duties, actions, or inactions performed as a certified Police Officer.

12.4.6.1 When an appearance as described in 12.4.6 is related to the employee's employment with another law enforcement agency, the provisions of 12.4.6 shall apply, provided however, that all other time and expenses incurred, such as travel, lodging, etc., shall be the employee's responsibility. For all such appearances, the employee may appear in his/her Puyallup PD uniform if so requested by the Prosecuting Attorney. For all such appearances in Pierce, King, Thurston, and Kitsap Counties, the employee may travel in his/her city-issued vehicle.

12.4.6.2 An officer who receives any court fee for their work related appearance will turn those funds over to the City.

- 12.4.7 When required to be present at any court or administrative hearing, an Officer is to be present at the hearing at the scheduled starting time and is to remain within the proximity of the hearing site until his/her presence is no longer necessary for the proceedings. When required to be present for court or an administrative proceeding, an Officer is expected to perform usual law enforcement duties which may arise during the proceeding (i.e., control a disturbance, protect a judge or hearing Officer, remove a disruptive witness or spectator) and may be assigned by a judge or supervisor to transport prisoners to or from the City Jail. However, an Officer may not be assigned any tasks once his/her presence at the proceeding is no longer required (i.e., case has been dismissed or rescheduled, Officer had testified).
- 12.4.8 Whenever a court or hearing appearance is set for a time other than a normal shift, and less than eight hours notice of continuation or cancellation is received, the employee shall be entitled to receive the three hour minimum.
- 12.5 If amendments to the Fair Labor Standards Act or administrative or court decision interpreting that Act impact this Agreement in unanticipated ways, the parties retain the right to reopen negotiations concerning such impacts.
- 12.6 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, except as otherwise provided in this Section. Effective 1/1/2019, such compensatory time may be accrued up to a maximum bank of 48 hours. Excess compensatory time over 48 hours will be paid at the overtime rate on the 1/20/19 pay date. Following this initial compensatory time bank reduction, any compensatory time accrued during the term of this agreement which exceeds the 48 hour bank shall be paid off at the rate accrued. Such bank of compensatory time may be carried over from year to year and may be taken in a minimum of one hour 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.
- 12.6.1 The following types of overtime shall be paid as overtime and no compensatory time shall be available for accrual for these events: (a) overtime reimbursed by a vendor (i.e. gun shows, Christmas shows), (b) grant funded overtime, and (c) overtime worked on DUI cost recovery events, so long as the City's DUI Cost Recovery Fund is structured, funded and operated the same as was in effect on March 1, 2015. This section shall not apply to the Spring or Fall Washington State Fair.
- 12.6.2 Guidelines for Compensatory Time Usage:
1. Officers 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.
 2. An immediate supervisor may, 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.
 3. 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.

4. 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 unless Article 8.9 applies.
5. Officers volunteering to fill the overtime positions created by the use of compensatory time can only earn 50% of the overtime as compensatory time earned. The remaining hours shall be paid as overtime cash only.
6. The Department recognizes that Officers earn compensatory time by working department-related activities and thus Officers should be entitled to take compensatory time off when possible.
7. Nothing in these guidelines shall supersede Article 8, Section 8.5 of the Collective Bargaining Agreement.

12.6.3 Employees will no longer accrue green time beginning the first full pay period after the ratification of this Collective Bargaining Agreement. Members may continue to use previously accrued Green Time hours through the last pay period of November 2017. Any remaining previously accrued Green Time hours will be cashed out at the employee's current base hourly rate on the first payday of December 2017. This leave cash out is subject to all applicable taxes and is not pensionable.

12.7 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.

12.7.1 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 or unit falling below staffing goals except as otherwise provided for in this agreement.

12.7.2 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.

12.7.3 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.

12.7.4 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, provided however, the full-day (8 hours or more), regularly scheduled training for K-9, Metro SWAT, Metro Civil Disturbance Unit, and Metro Clandestine Lab Team shall be compensated with train and trade time which shall be utilized as follows:

- A. Each year, members assigned to the specialty teams described above will schedule all of their train and trade days in advance based on available days off. For training scheduled in January and February, train and trade days off will be scheduled within two weeks of the City's approval and posting of the shift schedule. For training scheduled in March through December, train and trade days will be scheduled within two weeks of the City's approval and posting of first-choice vacation requests.
- B. Any other train and trade requests must be made with at least thirty (30) calendar days' notice for all elective training associated with the foregoing assignments. If staffing does not allow for train and trade day(s), then the City shall either deny the employee the opportunity to attend the training, or compensate an employee at the overtime rate, in the City's sole discretion.
- C. Whenever a need for overtime arises on a day an employee is approved and scheduled to use his or her train and trade time off, the employee will be given the first opportunity to work the shift and be compensated at time and a half for all time worked in lieu of their train and trade time off.

12.7.5 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.

12.7.6 Officers working graveyard patrol, who are scheduled to attend a full day of training following their shift, may be relieved from duty up to ten (10) hours before the start of the scheduled training at the Sergeant's discretion, but shall be relieved no later than eight (8) hours prior to the scheduled training without loss of personal time.

12.7.7 For officers who work the four days on and four days off schedule, the City shall make a reasonable effort to avoid scheduling officers to attend grant funded training during the officer's middle two days off.

ARTICLE 13 - EMERGENCY CALL-IN AND STANDBY

13.1 **CALLBACK PAY:** When an employee 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 four hours at one and one half times the employee's regular hourly rate. If the call back exceeds four 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 employee's regularly scheduled shift regardless of whether such extension occurs at the beginning or the end of the employee's regularly scheduled shift.

13.1.2 In the event an employee is specifically called back and authorized to return to duty on a holiday, the provisions of Article 8, Section 8.6 shall apply.

13.2 STANDBY: Whenever any employee is placed on "standby", by competent authority, the employee shall be compensated at the rate of one (1) hour of overtime for every twelve (12) hours of standby time. An employee placed on standby shall receive a minimum of one (1) hour of overtime when placed on standby time. Standby assignments shall be for a fixed, predetermined amount of time.

13.2.1 "Standby" shall mean the employee is immediately -- within 45 minutes -- available for duty, in appropriate uniform or other required clothing, sober and within telecommunications contact (pager, radio or phone).

13.2.2 "Competent authority" means a Puyallup Police Sergeant or above, or a prosecutor. If the standby order is issued by an authority who is not employed by the Puyallup Police Department, the employee will make immediate notification of the standby order to a PPD supervisor.

ARTICLE 14 - ACTING PAY

14.1 The following procedures will be used in selecting acting Sergeants and Captains.

14.1.1 DEFINITIONS. For purposes of this Section 14.1, the following definitions shall apply:

- A. "Highest ranking" means the member who is ranked the highest on the current Civil Service Commission promotional list.
- B. "Qualified" means a member who is on the current Civil Service Commission promotional list for the rank of Sergeant and has completed the additional training required by the City to be an Acting Sergeant.

14.1.2 ACTING SERGEANTS In the absence of a Sergeant, the Chief of Police or his/her designee will authorize the highest ranking, qualified member on that shift to be the "Acting Sergeant" provided, however, such designation will not be made if it will cause staffing to fall below the staffing goal threshold and create an overtime opportunity. If the Sergeant's absence does cause staffing to fall below the staffing goal threshold and create an overtime opportunity, a Sergeant will be offered the opportunity first.

In the event the Sergeant of either the POP Unit or the Traffic Unit is absent, the members of that unit will report to the other unit's Sergeant. Should both units' Sergeants be absent the Chief of Police or his designee may authorize an Acting Sergeant for those units in accordance with the foregoing provisions of this section. Only one person would be authorized to act over both units.

- A. In the event an overtime opportunity is generated by the absence of a Sergeant, Sergeants will have the first opportunity to fill the overtime position.
 - 1. In the event that no Sergeant accepts the overtime opportunity, the highest ranking, qualified member on that shift shall be offered the opportunity to be the Acting Sergeant.

2. In the event there is no qualified member on that shift, the opportunity to be the Acting Sergeant will be offered to qualified members on a first come, first served basis in a manner that provides an equal opportunity to all qualified members.

3. In the event no qualified member accepts the opportunity to be the Acting Sergeant on a weekday dayshift that the POP and/or Traffic Sergeant are already scheduled to work, the POP or Traffic Sergeant may cover the shift. If the POP or Traffic Sergeant covers the shift, two (2) hours of that shift will be paid at the overtime rate when the POP or Traffic Sergeant's regular shift is ten (10) hours. If other than a weekday dayshift, or if the Operations Captain determines that the POP or Traffic Sergeant is not able to cover the shift, he/she may deny the leave request or order the position filled. If he/she orders the position filled, the least senior, off-duty, eligible non-detective Sergeant shall be mandated to work, provided however; no employee shall be mandated to work more than one overtime shift per year (during the annual bid blocks), unless all other eligible employees have already worked a mandated overtime shift during the year. In the event it will be necessary for an on-duty Sergeant to supervise ten (10) or more Patrol and/or POP and/or Traffic employees, an additional Sergeant overtime opportunity will be filled. This provision does not apply to special event or emphasis staffing.

B. The member who is assigned and performs in the capacity of an Acting Sergeant for at least one hour shall have his/her compensation (straight time and overtime pay) calculated based upon the first step Sergeant rate of pay for all hours worked as an Acting Sergeant.

14.1.3 ACTING CAPTAIN A member who is assigned and performs in the capacity of an acting Captain for one shift or more shall have his/her compensation (straight time and overtime pay) calculated at ten percent (10%) above his/her regular rate of pay for all hours worked as an acting Captain, provided however, that such rate shall not exceed the top step Captain rate of pay. The highest ranking member on the current Civil Service Commission promotional list for Captain shall be the acting Captain.

14.2 The parties agree to the creation of a Corporal program if initiated by the City during the duration of this agreement.

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 of the Police Department.

15.1.1 Employees shall have the option of receiving payment for special assigned overtime work at the Washington State Fair and payment for cash in lieu of holidays shall be on a separate check from the check for regular wages earned during the same periods. In the event an employee opts to receive payment for special assigned overtime work at the Washington State Fair on a separate check, the payment shall be in a lump sum on a single check issued no later than October 10th. The City will minimize the payroll deductions taken out of the separate checks referred to in this Section.

15.1.2 Effective January 1, 2019 the salary schedule for police officers in bargaining unit will be increased by a 5.6% market rate adjustment and for police sergeants in the bargaining unit by a 7% market rate adjustment. The salaries will then be increased by an

additional 4% market rate adjustment, and then by an additional 3.4% cost of living adjustment which is equal to 100% of the Seattle-Tacoma-Bellevue CPI-U first half index.

Effective January 1, 2020 the salary schedule for all bargaining unit will be increased by 100% of the CPI-U, Seattle-Tacoma-Bellevue first half index, with a 1% minimum and 5% maximum.

Effective January 1, 2021 the salary schedule for all bargaining unit employees will be increased by 100% of the CPI-U, Seattle-Tacoma-Bellevue first half index, with a 1% minimum and 5% maximum.

- 15.2 The City shall match the employees' contributions to the qualified, deferred compensation plan for a total maximum City contribution of 4% of the base wage as listed in Appendix A for Police officer, First Class, rounded up to the nearest dollar or, for Sergeants, 4% of their base wage as listed in Appendix A rounded up to the nearest dollar.
- 15.3 All premium pays shall be calculated on the employee's base rate and shall not pyramid (no employee shall receive premium pay for more than one specialty) except PTO pay may be paid in addition to other specialty pay.
- 15.3.1 Employees assigned as Detectives shall receive a premium equal to 5% and Canine Officers shall receive a premium equal to 3%.
- 15.3.2 Employees assigned as Police Training Officer (PTO) shall receive 5% premium pay for all hours actually worked as PTO for both regular status and Reserve Officers.
- 15.3.3 The Sergeant assigned as the PTO/Reserve Coordinator shall receive a premium equal to 5%.
- 15.3.4 Employees assigned to the Metro SWAT Team and/or Pierce County Clandestine Lab Team shall receive 3% premium pay.
- 15.3.5 Employees assigned as a School Resource Officer shall receive a premium pay of 3%.
- 15.3.6 Employees assigned as a primary Motorcycle Officer in the Traffic Unit shall receive a hazardous duty premium pay of 3%.
- 15.4 PATROL SHIFT DIFFERENTIAL. Effective the first full pay period after the ratification of this Collective Bargaining Agreement, employees assigned as patrol officers working twelve (12) hour shifts under the 24-day work cycle shall receive a patrol shift differential of 5.77%, which shall be calculated on the employee's base rate.
- 15.5 CANINE OFFICERS. The parties recognize that Officers assigned to canine duties undertake additional duties outside the normally scheduled shift as part of the care and maintenance of their dogs. In order to comply with the Fair Labor Standards Act, the parties agree the Officers should receive additional overtime compensation in addition to the specialty premium set forth above. The parties agree that in a normal week the care and maintenance activities require approximately four hours of the off-duty time. The parties agree that the Officers shall be paid for four hours each week (upon the completion of a time sheet reporting such time) at a rate of pay commensurate with such responsibilities. The parties agree a fair wage for such work should be established at a regular rate equal to one-third the top step patrol Officer overtime wage. The parties also acknowledge that on occasion Officers may be required to work additional off-duty

time for care and maintenance such as veterinary care or other extraordinary circumstances and such circumstances will warrant additional hours of compensation to be paid at the rate agreed above for overtime canine care and maintenance duties.

- 15.6 CIVIL DISTURBANCE UNIT. The City will select and assign employees to the Civil Disturbance Unit in accordance with current practices for selecting and assigning members to specialty assignments. Members of the Civil Disturbance Unit shall be paid at a rate of double the employee's regular hourly rate with a four hour minimum when called to an emergency situation requiring their expertise. At no time will an employee receive more than double their pay. This shall remain in effect so long as the City has a Civil Disturbance Unit.
- 15.7 Specialty assignments shall be in accordance with the Police Department's Statement of Policy.
- 15.7.1 Additionally, employees assigned to any specialty may be removed for non-performance or non-disciplinary reasons for other than just cause based upon the operational needs of the department with 30 days' notice.
- 15.7.2 Unless 15.6.1 applies, employees assigned to any specialty may not be removed for performance or disciplinary related reasons except for just cause.

ARTICLE 16 - EDUCATIONAL INCENTIVE AND LONGEVITY PAY

- 16.1 In fulfilling its commitment to provide professional police 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:
- 16.1.1 (a) Associate Degree/90 Credits 2%
(b) Bachelor Degree 4%
- 16.1.2 An AA Degree is equal to 90 quarter/60 semester credits. A Bachelor's Degree must be a fully-awarded degree. Provided, however, such credits or degrees are in pursuit of a job-related degree. Credits/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 Chief of Police with documentation of his/her level of education or degree.
- 16.2 Longevity pay shall be paid in the following amounts to employees who meet the following service criteria:

| <u>Years of Service</u> | <u>Longevity Pay</u> |
|--------------------------------|-----------------------------|
| 5 | 1% |
| 10 | 3% |
| 15 | 5% |
| 20 | 7% |
| 25+ | 10% |

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

- 16.3 Education Incentive and Longevity shall be calculated on the employee's base wage. Longevity pay is in addition to Educational Incentive pay.

ARTICLE 17 - TUITION REIMBURSEMENT

- 17.1 The City 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 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 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.
- 18.3 Health Care and Wellness Committee
- 18.3.1 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.
- 18.3.2 The City 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.

ARTICLE 19 - UNIFORM AND EQUIPMENT

- 19.1 The City shall provide, by budget, a sufficient amount to cover the cost of uniforms and equipment for each individual Officer 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 City as required. (Complete uniform means cap, coat, shirt, trousers, tie, shoes, protective rain gear and also duty belts, holsters, etc.)
- 19.2 In the case of employees normally assigned to work in civilian clothes, 1% of the base wage per year, per Officer, shall be made available for purchasing, on a reimbursement basis, reasonable work attire and shall be replaced if damaged in the line of duty on the same basis as personnel assigned to work in uniform.

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

ARTICLE 20 - GRIEVANCE PROCEDURES

- 20.1 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 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 so determines the grievance is justified. Nothing herein shall prevent an employee from carrying on the grievance.
- 20.3 STEP 1. A grievance shall be presented in writing by the aggrieved employee(s), and his/her representative if the employee(s) wishes, 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 gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing within ten calendar days. If the grievance is not pursued to the next level within seven calendar days it shall be presumed resolved. If the grievance concerns a written decision involving an internal investigation, the grievance must be filed at STEP2 within 14 calendar days of having received the written decision.

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 for investigation, discussion and written reply. The Chief shall schedule a meeting with the aggrieved employee within 21 calendar days if necessary. The Chief shall make a written decision available to the aggrieved employee within seven calendar days from the conclusion of the meeting. If the grievance is not pursued to the next higher level 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, the grievance may be presented to the City Manager within 14 calendar days. The City Manager shall schedule a meeting with the Grievant/Grievance Committee 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 the next higher level within 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, a list of seven arbitrators shall be requested from the American Arbitration Association. 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.

- 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 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 – LETTERS OF REPRIMAND

- 21.1 Letters of reprimand placed in an employees' personnel file may be removed from their file after a period of three years with no similar offenses. The employee must petition the Chief of Police for removal of the letter of reprimand. The Chief of Police will have sole discretion over removal of a letter of reprimand

ARTICLE 22 - MANAGEMENT RIGHTS

- 22.1 It is recognized that the City 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 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 23 - PREVAILING RIGHTS

- 23.1 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 24 - ASSOCIATION ACTIVITIES

- 24.1 The three 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 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.

24.2 Up to four (4) bargaining unit employees, as may be designated by the Association, shall be granted leave from duty with full pay for Association business relating to the administration and enforcement of the collective bargaining agreement, provided that the total leave for the purposes set forth in this Section shall not exceed 12 working days in any calendar year and carries the approval of the City, which approval shall not be unreasonably withheld. Additionally, employees may be released without compensation from the City to attend labor conventions and educational conferences and seminars.

24.2.1 The City will establish and maintain an Association leave bank for the purpose 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.

24.2.2 The Association 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 (24.2.3), and, (b) voluntary contributions of leave time from bargaining unit employees (24.2.4).

24.2.3 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.

24.2.4 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.

24.2.5 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.

24.3 The President or Vice President of the Association shall be assigned to day shift hours in order to be available and thereby promote the efficient operation of City business, including but not limited to, negotiating and administering the collective bargaining agreement, internal affairs interviews, and Loudermill hearings.

ARTICLE 25 - BULLETIN BOARDS

25.1 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.

ARTICLE 26 - NO STRIKE CLAUSE

- 26.1 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 City. 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 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.

ARTICLE 27 - SAVINGS CLAUSE

- 27.1 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 28 - DISCRIMINATION

- 28.1 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 on any basis prohibited by Federal and/or State law.
- 28.2 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.
- 28.3 Nothing in this Agreement shall preclude the City 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 29 – DRUG/ALCOHOL TESTING AND SMOKING

- 29.1 The Drug and Alcohol Testing policy is attached to this agreement as Appendix C.
- 29.2 The City'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 30 – LOCATION TRACKING TECHNOLOGY

- 30.1 The purpose of location tracking technology (LTT), including the Automatic Vehicle Locating System and the technology in City issued mobile devices is to allow for coordination and resource management during tactical situations, improve response times to radio calls, increase situational awareness and enhance officer safety by providing the ability to locate personnel who have lost

contact with dispatch or other officers. LTT is integrated within the software of the Mobile Data Computer (MDC), the Computer Aided Dispatch (CAD) systems, and City issued mobile devices. LTT uses data to locate and track field personnel units through CAD mapping.

30.1.1 LTT equipment/data may be used for computer-aided dispatch, mapping, proximity-based routing, incident/accident investigation, training, service planning, system performance monitoring, complaint resolution, criminal investigations, and as part of follow-up to corrective action. LTT data shall not be used to randomly monitor employee performance or for disciplinary investigations or actions without cause. Preserved LTT data will not be used solely to generate complaints against bargaining unit employees. Supervisory review of preserved LTT data will be limited to cases where a bona fide complaint against an employee has been documented and such information is relevant to the investigation. Employees will have the right to review preserved LTT data prior to being questioned/interviewed about a complaint where the LTT information is relevant to the investigation.

30.1.2 Preservation and destruction of LTT data possessed by the City will be in accordance with the Washington State Records Retention Schedule. Any request for LTT data possessed by the City made under the Public Records Act will be responded to in compliance with RCW 42.56.250(3), including the redaction of the residential address or location of any employee or volunteer of a criminal justice agency as defined in RCW 10.97.030(5). Officers are also authorized to log on to their MDC away from their residence at the beginning of work/shift and log off their MDC away from their residence at the end of work/shift disabling the GPS capability of their vehicle.

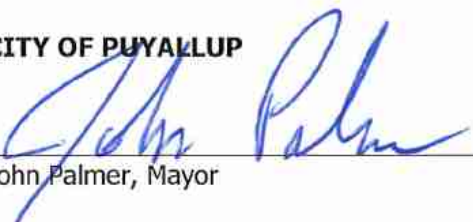
ARTICLE 31 - DURATION

31.1 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.

31.2 This Agreement shall be effective January 1, 2019 and remain in effect until December 31, 2021, 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 nor 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 City and the Association Negotiating Committee for the purpose of such amendment or modification.

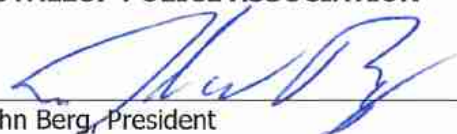
EXECUTED the 18 day of December, 2018.

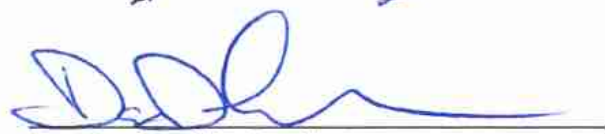
CITY OF PUYALLUP


John Palmer, Mayor


Kevin Yamamoto, City Manager

PUYALLUP POLICE ASSOCIATION


John Berg, President


Dan Drasher, Vice President


Katie Ortega, Director of Personnel

APPROVED AS TO FORM:


Joseph Beck, City Attorney

APPENDIX 'A'
SALARY SCHEDULES

The salary schedule for 2019 is:

| Rank | Title (Length in Rank) | Monthly Salary |
|-------------|---|---------------------------|
| C-1 | Police Officer, 4th Class (1 to 12 months) | \$6,127 |
| C-2 | Police Officer, 3rd Class (1 to 2 years) | \$7,353 |
| C-3 | Police Officer, 2nd Class (2 to 3 years) | \$7,761 |
| C-4 | Police Officer, 1st Class (3 years & thereafter) | \$8,170 |
| Sergeant | (1 to 12 months) | \$9,376 |
| Sergeant | (After 12 months) | \$9,801 |

APPENDIX 'B'

OFFICER BILL OF RIGHTS

1. An employee of the Puyallup Police Department shall be entitled to be advised in writing if he so requests of the particular nature of the investigation and as to whether he is a witness or a suspect. This information shall be provided prior to interrogation of the employee and should include names and addresses of complaining witnesses and/or other information which shall reasonably inform him of the allegations against him.
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 attorney and/or Association representative prior to commencement of the interrogation. The employee's 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 attorney and/or the Association representative to consult with the employee during the process of the interrogation.
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, telephone calls to his private attorney and rest periods.
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.
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.
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.
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 attorney prior to being required to give an oral or written statement about the use of force.

APPENDIX 'C'

DRUG AND ALCOHOL TESTING

I. POLICY

- C1.1 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.
- C1.2 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.
- C1.3 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

- C2.1 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

- C3.1 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.
- C3.2 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

- C4.1 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.
- C4.2 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.

C4.3 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)

| | ng/mL |
|-----------------------------------|-------|
| 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 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 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

- C5.1 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

- C6.1 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.
- C6.2 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.
- C6.3 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

- C7.1 All records related to the alcohol or drug testing of an employee shall be treated as confidential medical records.
- C7.2 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

- C8.1 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

- C9.1 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

- C10.1. 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.
- C10.2. 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.

APPENDIX 'D'

USE OF RESERVE OFFICERS AGREEMENT

WHEREAS, the Puyallup Police Association (hereafter referred to as the "Association") and the City of Puyallup (hereinafter referred to as the "City") have been and are signatory to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by the Association; and

WHEREAS, members of the "commissioned" bargaining unit represented by the Association have historically performed law enforcement work for the City; and

WHEREAS, the City wishes to establish a Reserve Officer Program and allow Reserve Officers to provide supplemental uniformed patrol functions in normal and emergency conditions without limiting employment opportunities for members of the bargaining units represented by the Association; and

WHEREAS, the Association wishes to allow the City to use Reserve Officers to supplement the work performed by bargaining unit employees with out: (a) supplanting work opportunities for members of the bargaining units represented by the Association, and, (b) giving up its claim to the work that has historically been performed by the bargaining unit employees; it is therefore

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained here in and other good and valuable consideration, that:

1. The City may maintain a force of limited commission volunteers (hereinafter referred to as "Reserve Officers") to supplement the work historically performed by bargaining unit employees.
2. Reserve Officers shall not and will not be used to supplant work opportunities for bargaining unit employees. This prohibition shall include preventing the City from using Reserve Officers: (a) to fill temporary vacancies in bargaining unit positions unless agreed to by the Association, (b) to fill provisional appointments to bargaining unit positions unless agreed to by the Association, (c) to backfill or replace bargaining unit employees unless agreed to by the Association, (d) where a bargaining unit employee will have his/her hours reduced, (e) where a bargaining unit employee be laid off, and/or (f) where a bargaining unit employee will be denied overtime opportunities. Nothing in this MOU is intended to deny PPA members of benefits currently available, nor infringe upon management rights as outlined in Article 20 of current collecting bargaining agreement, unless specifically infringed by this MOU.
3. The City has established detailed written guidelines for the administration of Reserve Officer Program. A copy of the detailed written policies and procedures is attached hereto. The City shall give the Association timely notice of any change(s) to the detailed written policies and procedures in that the Association may demand to bargain over the effects of any change(s) that impact bargaining unit employees (e.g., education, training, and firearm qualifications) and/or the work that has historically been performed by bargaining unit employees (e.g., the circumstance under which Reserve Officers can perform work that has historically been performed by bargaining unit employees).
4. Nothing contained in this Memorandum Of Understanding and/or the City's use of Reserve Officers shall be referred to and/or used as support for a claim by the City that law enforcement work does not belong to and/or should not be performed by the Association's bargaining units in any type of proceeding between the parties, including any grievance-arbitration proceeding, and PERC proceeding or any litigation.

5. This Memorandum of Understanding shall become effective upon its signing and shall remain in full force and effect so long as the City has a Reserve Officer Program.

IN WITNESS WHERE OF, we have set our hands this 13th day of July, 2005.

PUYALLUP POLICE ASSOCIATION

CITY OF PUYALLUP

[s] Scott Engle, President

[s] Kathy J. Turner, Mayor

[s] Ryan Portman, Vice President

[s] James C. Bacon, Jr. City Manager

APPENDIX 'E'
**BARGAINING UNIT CLARIFICATION AGREEMENT WITH WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1516**

AGREEMENT

WHEREAS, the City of Puyallup (hereinafter referred to as the "City") operates a Police Department; and

WHEREAS, the Puyallup Police Officers Association (hereinafter referred to as the "Association") is the exclusive bargaining representative for a bargaining unit including all commissioned employees employed in the City's Police Department through the rank of sergeant (hereinafter referred to as the "commission unit") and a bargaining unit including corrections officers through the rank of sergeant, and classifications of Crime Prevention Coordinator and Police Service Specialist employed in the City's Police Department (hereinafter referred to as the "support services unit"); and

WHEREAS, the Washington State Council of County and City Employees, AFSCME Local 1516 (hereinafter referred to as "WSCCCE") is the exclusive bargaining representative for a bargaining unit including Property and Evidence Technician employed in the City's Police Department; and

WHEREAS, the City is using a WSCCCE represented employee to perform certain work (crime scene investigations) that would appear to be more appropriately performed by members of the bargaining unit represented by the Association; and

WHEREAS, the Association wishes to allow the WSCCCE represented employee to perform the crime scene investigations work but does not want to relinquish its right to have members of the commissioned bargaining unit perform this work in the future; and

WHEREAS, the City, the Association and WSCCCE wish to solidify their agreements concerning use of one WSCCCE represented employee to perform crime scene investigations to perform the work that has historically been performed by members of the commissioned bargaining unit represented by the Association; it is therefore

AGREED BY AND AMONG THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. The performance of crime scene investigations (i.e., the processing of crime scenes) is work of the bargaining unit represented by the Association.
2. The City may use WSCCCE represented employee Sherie Theuerkauf, on a part-time basis, to do crime scene investigation work.
3. Sherie Theuerkauf shall remain a member of the bargaining unit represented by the WSCCCE while performing crime scene investigation work.
4. In determining the staffing requirements for commissioned and support services unit employees in the Police Department, Sherie Theuerkauf shall not be included in determining the appropriate sworn staffing needs.
5. In the event Sherie Theuerkauf leaves employment with the City, the crime scene investigation work shall be done exclusively by members of the bargaining unit represented by the

Association unless and until the representatives of the Association and the City reach an agreement on other arrangements.

6. The use of WSCCCE represented employee Sherie Theuerkauf to perform crime scene investigations under the terms of this Agreement shall not be precedent and shall not be used or referenced by either the City or WSCCCE, in any legal proceeding between the parties, including any grievance-arbitration proceeding, any PERC proceeding or any litigation, as a claim that said work does not belong to and/or should not be performed by the Association's bargaining unit.

IN WITNESS WHEREOF, we have set our hands this 19th day of April, 2017.

City of Puyallup

Puyallup Police Officers
Association

Washington Council of County
and City Employees, AFSCME
Local 1516

[s] _____
Kevin Yamamoto

[s] _____
Eric Lewis,
PPA President

[s] _____
Michael Rainey, Staff
Representative, WSCCCE

APPENDIX 'F'
OFF DUTY OVERTIME AGREEMENT – CAPTAIN

WHEREAS, the Puyallup Police Association ("Association") and the City of Puyallup ("City") are parties to a collective bargaining agreement setting forth the wages, hours, and other terms and conditions of employment for members of the bargaining unit represented by the Association, which Agreement covers the period of January 1, 2019 to December 31, 2021; and

WHEREAS, the City has determined that it can best manage its workforce by maintaining internal control and oversight of off-duty private vendor work requests for the City's commissioned police personnel hereinafter referenced as "off-duty work"; and

WHEREAS, this off-duty work has traditionally been offered to and performed by members of the bargaining unit represented by the Association; and

WHEREAS, off-duty work has traditionally been offered to bargaining unit employees through the use of a sign-up sheet that is posted on the off-duty employment board; and

WHEREAS, from time to time, there are insufficient bargaining unit members signing up to fill an off-duty opportunity and off-duty work requests have gone unfilled; and

WHEREAS, the Association has stated that it is in agreement to a modification of the City's management of off-duty work to allow a captain or captains to perform off-duty work where there are insufficient bargaining unit employees signing up to fill the detail off-duty work assignments so long as off-duty work remains the work of the members of the bargaining unit represented by the Association; Now, therefore, it is

AGREED BY AND BETWEEN THE PARTIES HERETO, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. Off-duty work is bargaining unit work, and bargaining unit members shall continue to be paid at their overtime rate for such work.

2. In the event that a sufficient number of bargaining unit employees have not signed up to fill off-duty work at least 96 hours prior to the beginning of the off-duty work, captains may be offered the opportunity to sign-up for and be assigned to work the unfilled off-duty opportunities. In addition, in the event that off-duty work is posted within 96 hours of the start time of the off-duty shift, captains will be offered the opportunity to sign-up immediately; provided, however, that the Association's agreeing to the captain's being assigned does not mean the Association loses or otherwise gives up the right of its members to perform future off-duty work assignments.

3. The City and Association cannot make reference to the use of captains to perform bargaining unit work on off-duty work assignments under the terms of this Memorandum of Understanding in any proceeding between the parties, including any grievance-arbitration proceeding, any PERC proceeding or any litigation, except that the City and Association can make reference to the use of captains to perform bargaining unit work on off-duty work assignments in a proceeding to enforce the terms of this Memorandum of Understanding.

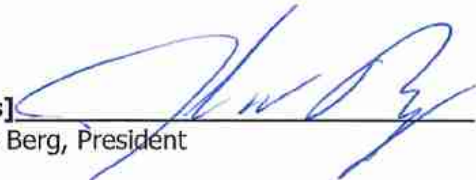
4. This Memorandum of Understanding shall be attached to and incorporated into the collective bargaining agreement between the City and the Association, and, any dispute or difference as to the meaning or interpretation of this Memorandum of Understanding shall be resolved through the grievance-arbitration procedure set forth in the collective bargaining agreement.

5. This Memorandum of Understanding shall become effective upon its signing and shall remain in full force and effect until the earlier of: (a) the expiration of the collective bargaining agreement identified herein, or, (b) 30 calendar days after either party provides the other party with written notice of its intent to terminate this Memorandum of Understanding.

IN WITNESS WHEREOF we have set our hands this 15th day of ~~September~~ ^{December} 2018.

PUYALLUP POLICE ASSOCIATION

CITY OF PUYALLUP

[s] 
John Berg, President

[s]  for
Kevin Yamamoto, City Manager

Approved as to form:

[s] 
Joseph Beck, City Attorney