

**2022-2024  
POLICE DEPARTMENT AGREEMENT  
BETWEEN  
CITY OF PULLMAN, WASHINGTON  
AND  
PULLMAN POLICE OFFICERS' GUILD UNIFORMED EMPLOYEES**

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## PREAMBLE

This Agreement is entered into between the city of Pullman, Washington, hereinafter referred to as the Employer, and the Pullman Police Officers' Guild, hereinafter referred to as the Guild. It is the purpose of this Agreement to achieve and maintain the efficiency and productive initiative of the city of Pullman Police Department and its employees, together with promoting harmonious relations between the Employer and the Guild, and to provide for the rights, well-being, and security of the Police Department employees.

## ARTICLE 1 - GUILD SECURITY

1.01 Membership. Membership or non-membership in the Guild shall be the individual choice of employees covered by this Agreement.

## ARTICLE 2 - RECOGNITION

The Employer agrees to recognize the Guild as the sole collective bargaining agent for all full-time and regular part-time uniformed employees of the Police Department of the Employer; excluding supervisors, confidential employees, and all other employees of the Employer.

## ARTICLE 3 - PAYROLL DEDUCTION

3.01 Upon receipt of a written, signed, voluntary authorization, the Employer will deduct, in the manner provided by law, Guild dues, fees, costs, charges, and assessments from wages of employees working under this Agreement. The amount so deducted shall be mailed or, if elected by the City, electronically transmitted by electronic funds transfer (EFT) to the Guild or its designee each month. Dues deduction will be consistent with Article 1 - Guild Security. Such authorization shall be terminable upon such notice as is specified in the authorization.

3.02 The Guild agrees to defend, indemnify, and hold the Employer harmless with respect to claims against the Employer as a result of compliance with the provisions of this Article.

3.03 The parties agree that the Guild will maintain membership in PORAC for coverage under Plan II, Civil and Criminal Action for all uniformed commissioned and non-uniformed non-commissioned employees represented by the Guild and any and all reserve police officers serving the City of Pullman.

Currently, the cost for such coverage is \$4.00 per month, per employee, as represented by the Guild, and at no time shall the City's monthly contribution rate for the Plan II coverage exceed \$5.35 per person covered.

Any cost over and above the maximum of \$5.35 shall be borne by the employees.

The Guild shall bill the City quarterly for the premium required to be paid by the Guild for Plan II coverage; except that such billing to the City by the Guild shall exclude the cost of the non-uniformed non-commissioned Guild employees covered by the Guild's Plan II coverage. The City shall pay the Guild within fifteen (15) days of receipt of the Guild's billing from the Guild to the City.

Pullman Police Officers' Guild leadership shall be responsible for all enrollment paperwork and any other paperwork related to membership outside of payment of the invoice for the coverage.

#### ARTICLE 4 - PRODUCTIVITY

4.01 It is agreed by the Employer and the Guild that each is jointly responsible for developing and maintaining a high level of efficiency for providing services. Productivity, the ability to increase service with a minimum of employee hours, together with innovative practices to achieve the goal, will be the responsibility of all parties to this Agreement.

#### ARTICLE 5 - DISCRIMINATION

5.01 The parties agree to abide by federal and state law and local ordinance with respect to discrimination against any person, unless based on a bonafide occupational qualification.

5.02 While grievances related to this provision may be filed and processed to the conclusion as provided in the grievance procedure; should an employee also seek relief through the state Human Rights Commission, EEOC, or another source of administrative relief, then any grievance settlement or arbitration award shall be mitigated in kind or quality of relief obtained through the outside source of relief.

#### ARTICLE 6 - DEPARTMENT OPERATIONAL POLICIES AND PROCEDURES

6.01 The revised department manual will be disseminated electronically, and maintained in a read only format on a computer drive dedicated for this purpose. The official copy will be signed by the Chief of Police and maintained in the administrative files. Only the Chief of Police is authorized to change, modify, or delete disseminated copies of department policies and procedures.

6.02 New and existing policies and procedures, not currently available in department manuals will be distributed to all personnel and the Guild leadership electronically. Permanent hard copies of current operational policies and procedures will be maintained by each sergeant, and will be electronically accessible to any member of the department and/or the Guild leadership. As noted above, a separate hard copy

will be maintained in the administrative offices of the department along with the official electronic copy.

6.03 New policies or procedures, or revisions to existing policies or procedures, may not be implemented until after the Chief has reviewed and authorized their implementation. Policies will become effective five (5) days from the date of the Chief's signature (on an original copy), and will be maintained in the administrative files of the department.

6.04 Interim Policies and Directives:

Directives are defined as written (email or written) instructions or guidelines by department administration or supervisors to personnel applying to particular occasional administrative needs, daily operational needs, or interim policies. Directives are intended to provide instruction and guidance to employees. Directives are considered effective in duration as indicated by the specific directive, shall supersede previous directives, and shall stand until incorporated into the policy manual or rescinded in writing by department administration or supervisor. Directives will be kept in a standard centralized location and will be reviewed annually.

6.05 The time lines noted above may be modified by mutual agreement.

## ARTICLE 7 - GUILD BUSINESS

7.01 The Guild acknowledges that the progress of work is considered paramount and that the use of City time or premises for Guild business will be limited to that reasonably required.

7.02 Guild business shall be defined as the investigation or processing of a grievance, contract administration, or other Guild representation functions. Time, during working hours, to discharge such duties shall not be unreasonably withheld by the Chief of Police or his/her designee.

7.03 The Employer agrees that duly authorized Guild representatives may engage in the bargaining and/or grievance process, during their work hours at the Employer's expense, provided that in exigent circumstances they may be called upon for other duties. The Employer agrees that subject to guidelines in paragraph 7.01 above, the Guild may use Employer equipment/facilities during work time with approval of the Chief of Police or his/her designee. Such use shall not impede Employer operations and expendables shall be reimbursed at cost.

7.04 Any person who performs services under the direction or on behalf of the Guild, or who serves on a committee, shall not be discriminated against.

7.05 The Guild agrees to timely notify the Chief of Police, in writing, of the membership of the Guild Executive Board.

7.06 Two (2) authorized Guild representatives at any given time will be granted leave without pay or, at the Guild representative's option may use vacation, holiday or comp time for the purpose of attending Guild conferences and meetings; provided that the authorized representative's absence will not adversely affect the Employer's operations nor cause the Employer to incur additional expense. Notice of intent to be absent for such purposes shall be given the Employer in sufficient time to enable him/her to secure someone to perform the employee's duties. The Guild agrees to assist, upon request, in arranging for a replacement when necessary.

7.07 Employees on duty shall be allowed to attend quarterly or contract ratification guild meetings held at the department, for a reasonable time subject to calls for service.

## ARTICLE 8 - HOURS OF WORK

8.01 A. HOURS OF WORK: The work week for Patrol Officers and Sergeants, allowing consecutive days off, shall be composed of an average forty (40) hours per week, in four (4) consecutive regular 10-hour shifts followed by three (3) consecutive days off including during shift rotations and/or track changes. Consistent with Article 8.8 of the collective bargaining agreement, Patrol Officers and Sergeants will bid for shift schedules by seniority.

B. SHIFT SCHEDULES: In order to maintain 24-hours of continuous Patrol Officer coverage, the hours of work will be divided into three separate shifts.

- a. Day Shift: 0700 hours to 1700 hours.
- b. Swing Shift: 1600 hours to 0200 hours, (or 1400 hours to 0000 hours at the discretion of the Chief and/or Commander).
- c. Graveyard Shift: 2100 hours to 0700 hours.

C. OVERTIME: Any time worked in excess of 10 hours during a 10-hour workday or in excess of 40 hours in a 40-hour workweek will be compensated at 1.5 times the employee's normal hourly rate. Paid leave counts as hours worked. Nothing in this section is intended to change previously established overtime compensation for call back on regular workdays or call back on regular days off.

8.02 Lunch and Breaks: Inclusive in the 8-hour day or 10-hour day or 12-hour shift will be a one-half (1/2) hour paid lunch and two (2) fifteen minute breaks for all employees. Breaks may be combined or taken separately at the employee's option. In the event of 12-hour shifts, the parties agree to follow WAC 296-126-092.

Shift scheduling for officers not on the patrol shift rotation shall be regularly scheduled shifts. "Shift splitting" a normally scheduled shift is not allowed unless mutually agreed. Employees will be guaranteed a minimum of eight (8) hours off work before their next regularly scheduled shift. Employees may voluntarily waive such requirements upon written mutual agreement.

8.03 FTO/Training shifts: Officers in Field Training will be assigned to work the same schedule as their assigned Field Training Officer.

8.04 Employees assigned to outside agencies may work the hours regularly practiced by the outside agency not to exceed a 40-hour regular work week.

8.05 College Hill Officers: The College Hill Officer positions will work a week consisting of four (4) consecutive ten (10) hour work days with three (3) consecutive days off. The workdays will be Wednesday through Saturday. From the week after graduation at Washington State University until the week of WSU Greek "work week" or no later than two (2) weeks prior to the first days of fall semester classes. The hours and days of the week may be changed with approval of the Chief of Police.

At the time of Patrol Summer shift Bidding the College Hill Officer will pick the shift (Dayshift, Swingshift, or Graveyard) and choose the start of the scheduled three (3) consecutive days off. To accommodate 10 hour shifts the College Hill Officer will designate if they will start on time and end one (1) hour later, or start one (1) hour earlier (Eg., Dayshift 0700-1700 or 0600-1600). Transitions from School Year hours to Summer hours will be handled as specified in the collective bargaining agreement.

In the event the College Hill Officer is leaving the position as specified in the collective bargaining agreement, the outgoing College Hill Officer will continue to work Summer Schedule until the September shift rotation occurs.

8.06 Detective Work Schedule

The work schedules available to employees of the Detectives will be the current 5/8 work schedule (5 consecutive work days of 8 consecutive hours of work, followed by 2 consecutive days off, a 9-hour work schedule (See below) or the current 4/10 work schedule (4 consecutive work days of 10 consecutive hours of work, followed by 3 consecutive days off). The hours of work will include dayshift hours, which will start between 0600 and 0900, and then work the consecutive number of hours according to their work schedule (8, 9, or 10 hours) to accommodate "normal" business hours and "normal" school hours. Detective employees will have a one-half (1/2) hour paid lunch break and will be subject to call back. Pursuant to this agreement, the FLSA work period for Detective employees is a fourteen (14) day work period of eighty (80) hours.

The specific schedule and hours of work for the Detective Sergeant will be determined by mutual agreement between the Detective Sergeant and the Commander. The specific schedule and hour of work for the other Detective employees will be determined by mutual agreement between the Detective Sergeant and the affected employee. If a mutual agreement cannot be reached, the Commander and Detective Sergeant will make the final determination, respectively. A copy of the agreed-upon specific schedule and hours of work for the Detective Sergeant and the agreed-upon schedule and work hours for Detective employees will be contemporaneously provided to the Guild President.

With mutual agreement between the Detective employee and the Chief or his designee a flexible work schedule may be worked by a Detective employee. With mutual agreement, a flexible work schedule may vary the regular starting and stopping times on a daily basis. The agreed-upon flexible work schedule will be equal to eighty (80) hours worked during the work period. Detective employees shall receive overtime or compensatory time for the hours worked in excess of eighty (80) hours in the work period.

Work hours for one of the Detective assignments may be revised to allow for a "swing shift" schedule. The swing shift schedule may be any of the schedules described above, determined as described above, with hours of work no later than 0200 hours.

The parties agree that under the terms of Article 8.06 circumstances may arise which are not specifically covered by Article 8.06. In such instances the current collective bargaining agreement between the parties will take precedent and control. The parties also mutually agree to discuss and attempt to resolve any future conflicts arising from the execution of this Agreement.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Schedule 1	9	9	9	9	9	Off	Off	9	9	9	8	Off	Off	Off
Schedule 2	9	9	9	9	8	Off	Off	Off	9	9	9	9	Off	Off
Schedule 3	9	9	9	9	8	Off	Off	9	9	9	9	Off	Off	Off
Schedule 4	9	9	9	9	9	Off	Off	Off	9	9	9	8	Off	Off

#### 8.07 Academy Recruits – Compensation When at the Academy:

- A. The work day for those employees will start whenever they are required to attend an event, whether it is class, flag ceremony, or other event.



- B. The work day ends when they are released from class or another event requiring a mandatory attendance.
- C. The lunch break will be unpaid.
- D. In the event the employee is required to attend evening classes, the dinner break will be unpaid, but the evening classes will count as time worked. The hours will not, however, be subject to a call-back minimum.
- E. Employees will be compensated for actual hours worked. Any time worked over eight (8) hours in a day will be compensated on an overtime basis.
- F. If the academy schedules either a day off or a short day, the employee will be paid for eight (8) hours, provided, the balance of the time is used in individual study.
- G. Holiday travel for Christmas, New Year's or other occasions when the Academy closes for a three (3)-day or longer weekend, will count as paid time (hours worked) with prior approval of the Chief of Police or his/her designee.
- H. The Police Academy recruits will have their pay audited for the time spent at the Academy. The city agrees to make whole those hours counted as Leave Without Pay due either to shortened class day or shortened class week.
- I. The City of Pullman and Pullman Police Officer's Guild agree to the following resolution regarding weekend meals at the police academy.

The City will reimburse employees for weekend meals at the police training academy under the following circumstances.

- 1) Employee is attending the Seattle or Spokane police training academy.
- 2) Employees shall be reimbursed for weekend meals (Friday dinner, Saturday and Sunday meals) at the amount equal to the round trip mileage reimbursement between Pullman PD and the Spokane academy.  
This is the weekend meal rate.
- 3) The mileage between Pullman PD and the Spokane Academy is 160 miles for a round trip.
- 4) The applicable mileage rate is the current IRS rate as adopted by the City.  
By example, the weekend meal rate is calculated as follows:  
Current IRS rate X 160 miles =reimbursement.

5) Any reimbursements provided by the Academy for weekend meals will be turned over to the City of Pullman, as provided for by City Policy 6.12.

6) Employees who travel home for the weekend will not be paid mileage other than the amount calculated in this agreement as the weekend meal rate.

#### 8.08 Seniority and Shift Bidding.

- A. The purpose of this Section is to define seniority among uniformed personnel of the same rank for purposes other than layoffs. This Section is intended to primarily address considerations for shift bidding and officer in charge of a patrol shift. This Section does not preclude a shift Sergeant from picking a designated Shift OIC.

In keeping with past determinations of seniority by policy and contract, the seniority order of Officers already OIC qualified is listed below and considered “grandfathered” for any future changes. This list was compiled based on the prior application of PPD policies 2.17, and 2.18. The intention of the list is to prevent arbitrary changes or “jumping” of one officer by another that would be contrary to past practice.

##### Seniority List Based on OIC Qualified Dates as 1st Class Patrol Officer:

Scott Patrick	- Before 1998
Mike Sontgerath	- Before 1998
Ruben Harris	- Nov 2001
Brock Germer	- March 2008
Heidi Lambley	- May 2008
Doug Anderson	- Feb 2009
Wade Winegardner	- March 2010
Brian Chamberlin	- April 2013
Alex Gordon	- November 2013
Ryan McNannay	- August 2014 (7/17/2008)
Shane Emerson	- August 2014 (7/18/2008)
Josh Bray	- September 2018
TJ Cornish	- October 2018
Nathan Padtra	- November 2019
T. McNannay	- July 2020
Garrett Willis	- December 2020

Future determinations of seniority will be by the date at which an Officer is promoted to Police Officer 1<sup>st</sup> Class, in keeping with the past practice of the Pullman Police Department.

- B. The shift bid process will be utilized taking into consideration the special needs of the employee and the needs of the department. The Chief of Police has discretion to modify a shift or schedule for an employee for exceptional circumstances.

Patrol Officers and Sergeants will bid their desired shift by seniority through a sign-up sheet. Once assigned to a shift, the shift Sergeants will assign tracks based on seniority and department need. This is the same process that has been used in past practice.

The shift bidding process is hereby modified to increase the planning time for both Supervisors and Employees. The bidding process for Sergeant and Officer patrol shifts, and assignments of Officer tracks, will be completed no later than 60 days prior to the beginning of the next rotation. This time frame can be waived only upon mutual agreement by the Guild and the Department.

Adjustments of shift assignment and days off may be made upon two weeks notice to the employee, except for training which is three weeks. Such adjustments shall not negatively or unreasonably affect the ability of the department to carry out its functions.

## ARTICLE 9 – OVERTIME AND CALLBACK

9.01 For a work week of five (5) 8-hour days, any employee working over eight (8) hours in one (1) day or over an average of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the hours worked in excess of such time. For a work week of four (4) 10-hour days, any employee working over ten (10) hours in one (1) day or over an average of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the hours worked in excess of such time or as otherwise mutually agreed consistent with the principle of a forty (40) hour work week. LEOFF employees who are not exempt from the Fair Labor Standards Act (FLSA) shall be paid overtime for hours worked in excess of one hundred seventy-one (171) hours in the established twenty-eight (28) day period.

9.02 Employees working authorized overtime shall be entitled to his/her regular hourly rate times one and one-half (1 ½). However, at the employee's request and with the concurrence of the supervisor, the employee shall be compensated with time off at the time and one-half rate. Employees with authorized overtime entitlement to compensatory time off may not accrue such "credit" over seventy-two (72) hours. An employee accumulating more than seventy-two (72) hours of compensatory time shall be paid for all time in excess of seventy-two (72) hours monthly.

For purposes of overtime pay for employees who are not exempt under the FLSA, the regular hourly rate shall be calculated by multiplying the monthly salary (which includes shift differential, specialty, assignment, OIC pay, and educational incentive pay) by twelve (12) months in a year and then dividing this figure by the product of fifty-two (52) weeks in the year times forty (40) hours in the average work week.

$$\frac{\text{monthly salary} \times 12 \text{ (months)}}{52 \text{ (weeks)} \times 40 \text{ (hours)}} = \text{regular hourly rate}$$

- 9.03 The employee shall submit, on proper forms, the reason for overtime to the duty sergeant or supervisor who shall log and document overtime and off-duty hours worked subject to the approval and authorization of the employee's supervisor.
- 9.04 An employee ordered to remain on duty at the end of his/her regular shift shall be paid at the applicable overtime rate for time actually worked, calculated to the next one-quarter (1/4) hour.
- 9.05 If an employee is present at the police facility contiguous to the start of his/her scheduled shift, and is ordered to work (as distinguished from being called to work when he/she is not at work) thirty (30) minutes or less before the start of his/her regular shift, said employee shall be paid at the applicable overtime rate for time actually worked, calculated to the full one-quarter (1/4) hour.
- 9.06 If an employee is present at the police facility contiguous to the start of his/her shift and is ordered to work (as distinguished from being called to work when he/she is not at the police facility) more than thirty (30) minutes before the start of his/her regular shift, said employee shall be paid a minimum of one (1) hour of overtime compensation.
- 9.07 Call-Back Pay.
- A. An employee, who is not at the police facility and who is called to work prior to the start of his/her regular shift for a period of time which is less than two (2) hours, shall receive a minimum of two (2) hours of overtime compensation.
  - B. An employee who is called in to court contiguous to the start of his/her shift shall receive a minimum of one (1) hour of overtime compensation if called in one (1) hour or less before the start of his/her shift, and a minimum of two (2) hours of overtime compensation if called in more than one (1) hour before the start of his/her shift.
  - C. An employee called to report for duty on his/her day off or holiday shall be guaranteed a minimum of three (3) hours at the applicable overtime rate.

“Day off” begins at the time an employee leaves the work place, excluding overtime at the end of the shift, of the last day of the scheduled work week and ends on the first day of work at the beginning of the scheduled shift, on the next scheduled work day of the next scheduled work week.

## ARTICLE 10 - HOLIDAYS

10.01 Each officer shall be afforded twelve (12) floating holidays per year (96 hours). As used in this Article, the year will be from December 1 through November 30. The officer may use the floating holidays with the Chief’s permission, or bank them and be paid-out one (1) time per year. Payment for holidays shall be paid in a separate payroll and received no later than December 15, barring exigent circumstances (i.e., computer network problems). Employees who are hired or who terminate during the year shall receive pro-rata pay equal to 7.33 hours per full month of employment. Holidays as listed for the City shall be treated as regular days of work or rest and shall not result in additional compensation whether worked or not. The employee shall also have a holiday on any day so declared by the Mayor of Pullman.

10.02 In no case shall the number of holidays taken and the number of holidays paid exceed twelve (12) days per year, unless as provided in 10.01.

10.03 Any employee who uses in excess of 7.33 hours per month of holiday time would be required to reimburse the City an amount equal to the employee’s hourly rate of pay times the number of excess hours used upon resignation, retirement, or termination.

## ARTICLE 11 - VACATION

11.01 During each twelve (12) month period of employment, vacation leave with pay shall be granted to each permanent employee as follows:

1 through 5 years of service	12 days ( 96 duty hours)
6 through 10 years of service	15 days (120 duty hours)
Over 10 years of service	18 days (144 duty hours)
Over 15 years of service	21 days (168 duty hours)
Over 20 years of service	24 days (192 duty hours)
Over 25 years of service	27 days (216 duty hours)

11.02 Paid leave requests:

Three (3) weeks notice: Any paid leave request provided with a minimum of three (3) weeks notice shall not normally be denied. In the circumstance that more than one employee is seeking the same leave period, the leave will normally be granted for the employees unless the department can declare an operational staffing need.

Less than three (3) weeks notice: Requests for paid leave with less than three (3) weeks notice can be granted but are limited to staffing needs as approved by the

supervisor. In the event such leave is requested, the City is not obligated to incur overtime expenses. Employees may mutually agree to trade shifts or find coverage to take such requests. Requests for such paid leaves are first come, first served, and, in the event requested at the same time, decided by seniority.

11.03 An employee shall be allowed to accumulate a maximum of thirty (30) days (240 hours) vacation time.

11.04 In the event an employee's request for vacation is denied by the Chief of Police due to the exigencies of the Service and cannot be rescheduled during the following one hundred and twenty (120) days, said employee shall be paid in lieu of vacation for the days in excess of the accrual limit.

## ARTICLE 12 - TRAINING/TRIAL PERIOD

12.01 TRIAL PERIOD. Trial employees will be eligible for vacation after six (6) months. The trial period shall be from date of hire as a Police Trainee (entry level) through eighteen (18) months after date of hire. The trial period shall not exceed eighteen (18) months except by mutual agreement between the Guild and the City.

12.02 LATERAL HIRE. A new employee with police experience and hired under the criteria of the City's lateral hire program shall be hired at the Salary Step consistent with the schedule below with the corresponding trial/probationary period:

Hires with under 4 years: Start at Salary Step 2 with twelve (12) month probation.  
Hires with over 4 years: Start at Salary Step 3 with twelve (12) month probation.  
Hires under two (2) years: Start as Officer Trainee, Salary Step 2, with eighteen (18) month probation.

However, in no event shall a lateral hire be placed above salary schedule Step 6 at the conclusion of their trial period.

12.03 Trial Employees may be separated from employment at the sole discretion of the City at any time during the trial period with or without cause and with or without notice. The provisions of Article 26 (Grievance Procedure) shall not apply to Trial Employees who are separated from employment. No trial employee shall be paid for accrued vacation in the event of resignation, termination, separation or death. In the event a Trial Employee is subject to discipline other than separation from employment as outlined above, the Trial Employee shall have the rights afforded under Article 24 (Discipline Procedures). Grievances brought by Trial Employees involving issues other than separation from employment shall be processed in accordance with Article 26 (Grievance Procedure).

## ARTICLE 13 - SICK LEAVE

- 13.01 Employees can accumulate sick leave at the rate of one (1) day (eight hours) per month up to a maximum of one hundred (100) days. New employees shall receive 48 hours of sick leave and will begin to accrue sick leave after six (6) months from date of hire. If any sick leave is taken during the first six (6) months and the employee does not complete six (6) months of initial employment, the employee must reimburse the hours used. Sick leave is to be used for the following reasons: (1) illness or condition which renders the employee unable to efficiently perform his/her job; (2) an illness or hospitalization in the employee's immediate family which requires the presence of that employee; or (3) appointment with a health care provider when adequate notice has been given the supervisor. Immediate family shall be defined as mother, father, brother, sister, spouse, children, or step-children who are living in the employee's home, spouse's mother and father, step-parents, and grandparents on both sides of the family.
- 13.02 After three (3) consecutive working days of sick leave or after more than three (3) separate sick leave occasions in a calendar month or before returning to work when the employee's ability to perform his/her job is questionable (by authority of the Chief of Police), then the employee may be requested to provide a doctor's statement verifying his/her condition. The Chief of Police may request that an employee leave the workplace and take sick leave if he/she feels that the employee's condition warrants such action. An employee who disagrees shall be required to obtain a doctor's statement which verifies fitness to work.
- 13.03 An employee may be denied sick leave when he/she fails to notify the immediate supervisor or Chief of Police on a daily basis one (1) hour prior to the beginning of his/her regular work time except in an emergency or if sick leave is not being used for one of the reasons given above. (The Chief of Police may waive this requirement for extended periods.) Inappropriate use of sick leave may be cause for discipline.
- 13.04 It shall be the employee's responsibility to not overdraw his/her accumulated sick leave. When an employee exceeds his/her accrued sick leave hours and annual leave, the employee shall take leave without pay. The Chief, or designee, may require a doctor's verification. If the employee needs to take time in excess of three (3) days per occurrence, the employee may request to deduct accrued annual leave hours.

If an employee exceeds his/her accrued sick and annual leave, those excess hours shall be unpaid. At this point, the employee shall be required to submit a request for a leave of absence. If this request is either not made by the employee or is denied, the employee may be subject to appropriate disciplinary action.

When an employee incurs leave without pay, the gross pay for that employee for that month shall be determined by subtracting from that employee's regular gross

pay, including any incentive pay, an amount calculated as the number of hours of leave without pay multiplied by that employee's hourly rate per the collective bargaining agreement multiplied by 1 (one) plus any incentive pay expressed in decimal form.

For example, for an employee with a monthly derivative salary of \$6,530 and a 4% educational incentive who has 4 (four) hours of leave without pay during the month, the monthly gross pay is calculated as:

$$\begin{array}{rcl} (\$6,530 \times 1.04) - (4 \text{ hours} \times \$37.67 \times 1.04) & = & \\ \$6,791.20 & - & \$156.71 & = & \$6,634.49 \end{array}$$

13.05 The parties agree that the Police Chief or his/her designee may require an employee to undergo a fitness-for-duty medical examination if the Chief finds reasonable cause exists. Any such medical examination shall be at City expense and the employee shall be compensated for the exam time involved. The City agrees that it shall comply with features of the Americans With Disabilities Act in administering this provision.

13.06 The parties agree to pay their respective portion of the premiums for the Washington State Paid Family Medical Leave (PFML) as established by State law.

## ARTICLE 14 - FAMILY & MEDICAL LEAVE ACT

The federal FMLA of 1993, and amendments, provides up to twelve (12) weeks of unpaid, job-protected leave every twelve months to eligible employees for any of the following reasons:

14.01 To care for a child after birth, or placement in the home due to adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.

14.02 To care for a spouse, parent, parent-in-law, grandparent, or child with a serious health condition or as required by law.

14.03 The employee's own serious health condition which prevents him/her from performing the essential job functions of the position.

For purposes of calculating leave eligibility, the twelve (12)-month period is a rolling twelve (12)-month period measured backwards from the date an employee first uses any FMLA leave.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves hospitalization or continuing treatment by a health care provider. The term "serious health condition" is intended to cover conditions or illnesses affecting one's



health to the extent that inpatient care is required, or absences are necessary on a recurring basis or for more than a few days for treatment or recovery. When inpatient care is not involved, the regulations require that the absence from work, or from school or incapacity in performing other daily activities in the case of a family member, be for a period of more than three (3) days in addition to requiring the continuing treatment by a health care provider.

14.04 Intermittent Leave. Under some circumstances, FMLA leave may be taken intermittently, e.g., either in small blocks of time, or as a partial reduction in normal daily or weekly work hours. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to approval by the department head and City Supervisor.

14.05 Notice of FMLA Leave. When an employee uses leave for a purpose for which FMLA leave is available and if the employee expressly agrees in writing, the City will designate the leave as counting against his/her FMLA leave allowance by providing written notice to the employee within three (3) days of the use of the leave. In cases where the employee has been absent three or more days due to an illness or injury, the supervisor, Police Chief, or designee should notify the Human Resources Department. The supervisor, Police Chief, or designee is responsible for notifying the City when an employee is using leave for a reason covered by the FMLA so their leave may be properly assigned after conferral with the employee and, if requested by the employee, the employee's Guild representative.

14.06 The employee may elect to use any paid or earned leaves during the FMLA leave period. Paid leaves must be used prior to leave without pay.

## ARTICLE 15 - LEOFF II WORKERS' COMPENSATION/STATE INDUSTRIAL

15.01 Regular or trial part-time and full-time employees who sustain an on-the-job injury or illness or must be absent from work due to an incident for which they are eligible to receive coverage from the Washington State Department of Labor and Industries shall mark "SI" on their timesheets for those days or hours missed. During the period between the time an employee files a claim and the time L & I makes a determination of covered eligibility, the employee may use accrued sick leave or any paid leave (if eligible), in any order, to cover the initial time loss until these resources are exhausted. If L & I makes a determination that the claim is valid and provides coverage back to the date of the incident, the sick leave or any paid leave expended may be credited back to the employee's leave balance. Credit to the employee's leave balance may only occur if the employee reimburses the City the payment received from L & I for this initial time period. Reimbursement must be made by the employee within three (3) business days of receiving payment from L & I.

15.02 If L & I denies the claim, the sick leave or other paid leave expended shall not be credited back to the employee's leave balance. If the employee has no accrued sick leave or other paid leave, he/she shall be placed on leave without pay.

15.03 Once L & I determines eligibility and the initial period of coverage has been rectified from an accounting perspective, the employee may select one (1) of the following options:

- A. The employee may be placed on Leave-Without-Pay Status and receive L & I's Workers' Compensation payment while on injury leave. If the employee elects this option, then any leave charged the employee for time loss before L & I's determination, shall be credited back to the employee's leave balance as noted above in Section 15.01.
- B. The employee may continue to receive full salary (including premium pay being received at the time of injury or illness) and benefits until such time as the employee exhausts all accrued sick and other paid leaves provided that:
  - 1. The employee has a positive leave balance. The difference between L & I's payment and the employee's salary shall be charged to the employee's sick leave and/or other paid leave as designated by the employee.
  - 2. The employee repays the City the amount covered by Workers' Compensation within three (3) business days of receiving payment from L & I. Failure to reimburse the City may result in legal action by the state for dual compensation and/or disciplinary action by the employer.
  - 3. Once the employee exhausts all accrued paid leaves, then he/she shall be placed on Leave-Without-Pay Status and shall only draw Workers' Compensation from L & I.

15.04 The maximum period of coverage that any employee may receive under this benefit is six (6) calendar months from the date of the incident. After the six (6)-month period if the employee is unable to perform the essential functions of the job, with or without a reasonable accommodation, the employee may be terminated from the workforce. Reinstatement shall be in compliance with Chapter 41.26 RCW.

## ARTICLE 16 - UNIFORMS AND EQUIPMENT

16.01 For any employee required to wear uniforms of a type specified by the Employer, the Employer shall furnish and provide major repair for two (2) complete summer and two (2) complete winter uniforms, including necessary foul weather gear, excluding personal items such as underwear, stockings, and shoes. The Employer

will repair or replace any items of personal clothing damaged because of the performance of duty.

Employees shall be responsible for the cleaning and minor maintenance of uniforms. The Employer in turn shall provide fifty-two (52) complete uniform cleanings per officer per year.

The parties agree to continue negotiations on new uniforms using findings of the uniform committee.

16.02 The Employer shall furnish employees with batons, lights, handcuffs with holder, handguns, belts, holsters, other leather goods, and other specialized equipment as determined by the Chief or designee to be necessary from time-to-time. Current Police Officers, who have furnished these items at their own expense, may have these items replaced on a graduated basis during the life of the contract. The Employer shall repair or replace items of equipment rendered unserviceable in the conduct of duty.

16.03 The department authorized handgun is a semi-automatic pistol chambered for the 9MM (9 millimeter) caliber. A semi-automatic pistol of either double action or single action is authorized.

The department issued handgun is the Glock Model 17, 9MM caliber pistol with "Tritium" type night sights with a total of three (3) magazines. Only department authorized and issued ammunition will be used in authorized or issued weapons.

16.04 Vests. In compliance with WISHA Regional Directive (WRD) 32.00, the City of Pullman will furnish each regular full-time commissioned officer with a soft body armor ballistic vest, as "personal protective equipment" (PPE) meeting the requirements of WAC 296-24-07501.

The PPE vest must meet configuration specifications for fit and coverage as defined in the state bid specifications at the time of purchase. The PPE must be certified by the manufacturer to meet the National Institute of Justice Standards (NIJ STD) for the duty ammunition.

PPE vest will be replaced prior to the expiration of their certification period, or 5 years of use, whichever is first.

The City and the Guild agree that the standard vest issued to Pullman Police Officers shall be equivalent to a level IIIA certified PPE vest, with two carriers. Officers working in positions that do not require a uniform will be issued a vest carrier that may be worn over their clothing.

The City and the Guild recognize that individual police officers may elect to purchase, or already own, a PPE vest from a vendor of their choice. If the officer elects to purchase a vest which differs from the department issue PPE vest, the

officer shall provide the Chief of Police with written documentation that the PPE vest selected will meet the specifications for ballistic performance and fit (as defined above). The City shall then arrange for the purchase and issue of the Optional PPE vest selected.

The City and the Guild agree that all PPE vests purchased under this agreement shall become City-owned equipment. The City and the Guild recognize that individual police officers may wish to purchase an "Optional PPE Vest." The City agrees to handle the purchase of the vest, after the officer provides the Chief of Police with written documentation that the selected PPE vest will meet the above specifications for ballistic performance and fit. The officer will reimburse the City for the difference between the cost of the department issued vest and the cost of the optional vest.

Should the officer leave the service of the Pullman Police Department, the officer may purchase his/her PPE vest from the City on a pro-rate basis. The cost to the officer will be the cost of the individual vest prorated over the life of the vest, for the months remaining in the vest's certification period.

16.05 Boot Allowance. Each officer will receive one hundred and fifty dollars (\$150) every calendar year, on the February 25<sup>th</sup> paycheck, for the purchase of footwear. Purchased footwear must comply with current Department Policy.

## ARTICLE 17 - PREVAILING RIGHTS

17.01 The Guild agrees that the management and operation of the Department are that of the Employer unless otherwise provided by the terms of this Agreement.

17.02 The Employer agrees that any and all working conditions, wages, hours, and monetary benefits not covered by this Agreement shall be maintained at not less than the highest standards in effect previous to the time of signing of this Agreement.

17.03 No conditions, rights, or privileges of either party are affected unless specifically mentioned in this Agreement.

17.04 Confidentiality

- A. The parties recognize the importance of maintaining the confidentiality of information and documents that constitute confidential police department information. At the same time, the parties recognize that the Guild must be able to discuss with the Guild's attorney matters of concern and obtain legal advice from the Guild's attorneys. The parties recognize that these two principles may at time be in conflict and the parties will work together to resolve any disputes that arise in a manner consistent with maintaining harmonious labor relations.

- B. As such, it is agreed that Guild representatives and members, when necessary and in order to obtain legal advice on matters relating to wages, hours and working conditions, related to the Guild and/or Guild members, may divulge to the Guild's attorneys such otherwise confidential information. Guild representatives will make sure that the Guild's attorneys understand that the information provided is confidential and the information may not be disclosed to third parties other than the City except as required by law. In such situations, the City will respect the attorney-client relationship between the Guild and the Guild's attorneys, as protected by law.
- C. Furthermore, it is agreed that the City will not interfere with Guild activity related to the Guild's attorney-client relationship, to the extent protected by RCW 41.56 and/or attorney-client privilege, and the City will not order Guild representatives and members to divulge Guild attorney-client information, to the extent protected by RCW 41.56 and/or attorney-client privilege, nor threaten disciplinary action for failure to do so.

## ARTICLE 18 - CONTRACTING OUT

18.01 The Guild recognizes the right of the Employer to contract out work. The Employer agrees that it will bargain with the Guild, concerning the decision to contract and the impact of such decisions.

## ARTICLE 19 - HEALTH INSURANCE

19.01 In exchange for maintaining full Employee insurance coverage, Guild employees will take an active part in participating in City Wellness programs and activities.

19.02 Employees shall have the following Health Insurance Options.

- A. Under AWC Health First 250 Plan, the City will contribute 100% for Employee only coverage and 80% of the premiums for all eligible dependents medical insurance. Employees will be responsible for 20% of the cost of the premiums for dependent medical insurance coverage.
- B. Under Health First High Deductible, the City will contribute 100% for Employee and all eligible dependents medical insurance and the City will contribute 50% of the premium savings (of the difference between the Health First 250 premiums and the High Deductible premiums) into an HSA for employee use. Employees covered under the HDHP on or before December 31, 2017, shall be grandfathered into the plan with HSA contributions at \$200/mo. for a single employee and \$400/mo. for an employee with one or more dependents). If an employee should leave the HDHP for any other plan offered by the City or opt for the \$500 in-lieu of payment to a VEBA

account and then wish to return to the HDHP during an open enrollment or qualifying condition, said employee would return to the HDHP with the contribution at 50% of the premium savings as set forth above. Grandfathered employees who have a change of status and remain in the HDHP without a break of coverage would not revert to the 50% of the premium savings contribution, but would remain at the applicable \$200/mo./\$400/mo. contribution rate.

The City shall electronically make the HSA funds available to the HSA bank on the fifth working day of the month as long as this date is no later than the 7<sup>th</sup> calendar day of the month, barring exigent circumstances (i.e., computer network problems).

If the City fails to make HSA funds available to the HSA Bank on the fifth working day of the month as long as this date is no later than the seventh calendar day of the month, and that failure is not due to exigent circumstances (i.e., computer network problems) or any failure on the part of the HSA Bank (e.g., HSA Bank fails to pull the funds), then the City will make affected PPOG members whole by making the failed HSA contribution to HSA Bank within three business days of City's receipt of notice of the funding failure and interest will be awarded on the amount of the failed HSA contribution equal to the interest rate set forth in RCW 4.56.115 (currently 2.478%).

For the term of this Agreement, the employee's HSA account funds can be drawn down by the employee for any lawful health care expense payments submitted by the employee for payment during the applicable health insurance plan year.

- C. Under Kaiser Permanente 200 Deductible/\$20 co-pay Plan, the City will contribute 100% for Employee and all eligible dependents medical insurance.

19.03 For the term of this Agreement, the City agrees to provide Employee Life Insurance of \$15,000 base life and \$15,000 AD&D coverage provided by Standard Life and through AWC. There are options for employee paid additional coverage for the employee and dependents with AWC. The Employee premiums would be paid one hundred percent (100%) by the City.

19.04 For the term of this Agreement, the City will provide and pay the premiums for Dental Insurance through the AWC (Delta Dental) for Employee and dependents.

19.05 Vision exams are covered under the VSP \$0 CoPay 2nd Pair and VSP Vision Care. Kaiser 200 Plan provides employees with secondary coverage if you see an in-network provider. There is no vision exam benefit under the Health First 250 or High Deductible Health Plan.

- 19.06 For the term of this Agreement, the City will provide and pay the premiums for long-term disability (LTD) insurance with a ninety (90) day elimination period and a 60% salary continuation payment through the AWC (Standard Insurance Co.) for each employee (except LEOFF I employees who are covered for disability through a state provided program).
- 19.07 The City retains the right to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits remains equivalent to or better than those benefits that were provided by the above-indicated plans on the date of entry of this Agreement.
- 19.08 The premium costs paid by the City for the insurance plans named above will be based on established AWC rates.
- 19.09 For the term of this Agreement, except for LEOFF 1 employees, individuals that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage, can elect to receive a \$500 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.

Dental coverage provided and paid in full by the City at 100% for employees and dependents continues whether or not an employee is enrolled in the City provided medical plan or "opts out" of medical plan coverage. There is no vision exam coverage for employees that opt out of the medical plan. Current or future employees can only "opt out" of medical coverage during the yearly open enrollment period, or for a new employee at the time of initial employment and health insurance enrollment. It is also agreed by the parties that once an employee has made their "opt out" decision, they are bound by that decision until the next open enrollment period that is applicable to the employee or proof of loss of other coverage.

## ARTICLE 20 - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

- 20.01 Policy: In recognition and compliance with the Federal Drug-Free Workplace Act, and other applicable federal statutes, the Employer and the Guild are committed to a drug-free workplace and have an obligation to insure public safety and trust with regard to their services and programs. Accordingly, the manufacture, distribution, dispensation, unlawful possession, or use of a controlled substance or drug not medically authorized which would impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees; or the use of alcohol in the workplace is strictly prohibited. It is the goal of this policy to prevent, eliminate, or absolve illegal drug usage through education and rehabilitation of the affected personnel.

**20.02 Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how tests are conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete the program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

**20.03 Employee Testing:** Employees shall not be subjected to random medical testing involving urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.

**20.04 Sample Collection:** The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory chosen must be agreed to between the Guild and the Employer. The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of the employee tests shall be made available to the Medical Review Physician.

Collection of urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Guild and the Employer agree that security of the biological urine and blood samples is an absolute necessity; therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test result shall be invalid and may not be used for any purpose.

Urine samples will be submitted as per SAMHSA standards. Employees have the right for Guild and/or legal counsel representation to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a blood or urine sample, the employee will be required to sign a consent and release form.



A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in such a manner that an employee's legal drug use and diet does not affect the test results.

**20.05 Drug Testing:** The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests as provided within SAMHSA standards. 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 when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

### **INITIAL TESTING**

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites (1)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

(1) If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file(s). Only specimens identified as positive on the initial test shall be confirmed using gas chromatograph/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

### **CONFIRMATORY TESTING**

Marijuana metabolites (1)	15 ng/ml
Cocaine metabolites (2)	150 ng/ml
Opiates	
a. Morphine	300 ng/ml
b. Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
a. Amphetamine	500 ng/ml
b. Methamphetamine	500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

## (2) Benzoyllecgonine

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file(s).

**20.06 Alcohol Testing:** A breathalyzer or similar equipment shall be used to screen alcohol use if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual qualified through the Washington State Police Academy utilizing equipment certified by the State Patrol. An initial positive result on an alcohol test shall meet the standards as set forth in the Revised Code of Washington (RCW) 46.61.502. If initial testing is negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file(s). Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sampling handling procedures, as described in section 20.04, shall apply. A positive blood alcohol level shall meet the standards as set forth in the Revised Code of Washington (RCW) 46.61.502. If confirmatory testing results are negative, all samples shall be expunged from the employee's file(s).

**20.07 Medical Review Physician:** The Medical Review Physician shall be chosen and agreed upon between the Guild and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees.

The role of the Medical Review Physician will be to review and interpret the positive test results. He/She must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a positive test could have resulted from legally prescribed medication.

**20.08 Laboratory Results:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

**20.09 Testing Program Costs:** The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved for the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses incurred, including travel, involving the testing procedure only.

**20.10 Rehabilitation Costs:** Any employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled, and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program may be re-tested randomly once every quarter for the following twenty-four (24) month period. An employee may voluntarily enter rehabilitation without a requirement of prior testing. Employees who enter the program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's medical insurance program. Employees who volunteer to enter the program and those who test positive shall be allowed to use any and all accrued and earned leave for the necessary time off involved in rehabilitation.

If an employee re-tests positive during the twenty-four (24) month period, the employee will be re-evaluated by an E.A.P. counselor to determine if an employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by insurance, which arise from this additional counseling or treatment.

**20.11 Duty Assignment After Treatment:** Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file(s) shall be purged of any such reference to his/her drug or alcohol problem.

**20.12 Right of Appeal:** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner he/she may grieve any other Employer action.

**20.13 Guild Held Harmless:** This drug and alcohol testing program was initiated at the request of the Employer. The Employer assumes the sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug and alcohol testing. The Guild shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

**20.14 Changes in Testing Procedures:** The Parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in RCW 41.56.

**20.15 Conflict With Other Laws:** This Article in no way intends to supersede or waive any constitutional or other rights that an employee may be entitled to under federal, state or local statutes.

## ARTICLE 21 – TRAFFIC COLLISION REVIEW BOARD (TCRB)

21.01 The Chief of Police may choose to refer motor vehicle collisions involving on-duty Pullman Police personnel to a Traffic Collision Review Board (TCRB). The TCRB shall consist of an officer with traffic experience, the Commander or the Chief's designee (who shall chair the Board), and one (1) member to be appointed by the Pullman Police Officer's Guild. None of the TCRB members shall have been actively involved in the investigation of the collision or the collision.

21.02 The TCRB's mission is that of "fact finding". The TCRB must interview the involved officer. In addition, the TCRB will review all aspects of the collision including:

- < Circumstances surrounding the collision including weather and road conditions, vehicle condition and other environmental issues relating to the collision and the nature of the call or response;
- < The involved employee's physical and mental condition at the time of the collision;
- < The involved employee's prior training and driving experience.

21.03 The TCRB shall determine if the collision was "chargeable." Chargeable does not mean the involved person was in violation of a traffic law but the term includes:

- < Driver negligence - Negligence or violation of traffic laws which caused the collision;
- < Driver error - a result in an error in judgment, failure to use due care and caution, or failure to adhere to training; or,
- < Violation of a traffic law.

21.04 The TCRB shall determine if the collision was "not chargeable." Not chargeable may include instances in which violations of policy occurred but were justified because of unique circumstances.

21.05 If the incident is "chargeable" then the Police Chief shall determine the appropriate course of action. If the incident is "not chargeable" then the Police Chief shall not take disciplinary sanctions against the involved person.

## ARTICLE 22 - PHYSICAL FITNESS

22.01 Both the Employer and the Guild agree that an appropriate level of health and physical fitness is vital to the employees' personal well-being and to the safe and efficient performance of duties.

22.02 All employees should maintain a level of physical fitness which will allow them to perform normal duties. If there is reasonable cause to believe that an employee is unable to perform normal duties due to a health or physical fitness condition, he/she may be required to submit to a physician's examination at the Employer's expense, and bring his/her health or fitness level to an acceptable standard.

22.03 The parties agree that if a physical fitness program is implemented, the current general health and fitness level of members requires assessment. These assessments and determinations should be made by a qualified expert such as an exercise physiologist or physician.

22.04 The parties mutually agree that to implement such a program requires careful study to determine both program features and reasonable standards. Each party to this agreement shall provide two members to this committee who shall develop and recommend to the Guild and the Employer an acceptable physical fitness program.

## ARTICLE 23 - BEREAVEMENT LEAVE

23.01 An employee shall be granted three (3) days off to attend to funeral/memorial arrangements for or attend the funeral/memorial of any immediate family member without loss of pay or benefits. Immediate family shall be defined as mother, father, brother, sister, spouse, domestic partner as defined by law, children, or step-children which are living in the employee's home, spouse's mother and father, step-parents, and grandparents on both sides of the family. If additional time is needed to attend to funeral arrangements, estate administration, or whenever distant travel is involved, up to five (5) additional days of duty time may be taken, using any of an employee's designated accrued paid leaves, upon approval of the Chief of Police. Such additional time will be granted unless emergency staffing conditions necessitate the employee's presence.

## ARTICLE 24 - DISCIPLINE PROCEDURES

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

24.02 Inquiry: An inquiry is based on the reasonable belief by a police sergeant or the Police Chief or designee that the action or non-action alleged will not lead to disciplinary action. An inquiry is a search for specific facts and circumstances surrounding alleged action or non-action on the part of an employee. Upon opening an inquiry, the City will provide a clear written notification to the employee of the applicability of section 24.02, including enough specificity to inform the employee as to the facts that resulted in the initiation of an inquiry. When the Department (Chief or Commander) become aware of a need for an inquiry, the employee will be

notified and the City has ninety (90) days to complete the inquiry and provide the employee that is the focus of the inquiry and the Guild with a written disposition of the inquiry.

1. Inquiries include field conciliation or mediation. Field conciliation or mediation is the lowest level of complaint usually involving an explanation of departmental or legal policy or procedure. Field conciliation or mediation will be handled by a sergeant without the required presence or involvement of the involved employee. In any event the involved employee shall be advised of the field conciliation or mediation as soon as practical.
2. An inquiry may also include Incident/Administrative Review. Incident /Administrative Review is based upon information that reasonably leads a sergeant, the Police Chief or designee to believe a more in-depth inquiry than a field conciliation or mediation is warranted and presence and involvement of the involved employee is required.
3. An inquiry may result in documentation in an employee's next performance evaluation or may result in written supervisory counseling. Performance evaluations or written supervisory counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts. Written supervisory counseling may serve as evidence for future disciplines. The fact that counseling occurred shall be reflected in the employee's next performance evaluation; however, this form will not be attached to the performance evaluation. If conduct of a similar nature does not occur within one (1) year from the date of occurrence, the incident will not be utilized or mentioned as part of any future disciplinary action. Written supervisory counseling will not be placed in an employee's personnel file in City Human Resources; however the document will be maintained in the police department personnel file for one (1) year from the date of occurrence. If conduct of a similar nature does not occur within any subsequent one-year period then the document shall be destroyed. If conduct of a similar nature does not occur within any subsequent one-year period, then the document shall be removed from the Department personnel file. As required by the WA State Law Enforcement Records Retention Schedule, this counseling form will be maintained in the Department file for archival purposes only, and will be destroyed promptly at the end of the mandated retention period.
4. Nothing in this Article shall be construed to prevent or prohibit a sergeant or the Police Chief or designee from discussing operational matters informally with employees.

24.03 Internal Investigation: An internal investigation is a search for specific facts and circumstances which involve reasonable cause to believe serious violations of policy, procedure, criminal conduct or other serious misconduct has occurred and action or non action alleged could lead to disciplinary action.

The types of complaints that may lead to internal investigations include primary, secondary and third party. Primary complaints are those that are received directly by persons who believe they have been the subject to misconduct from an employee. Secondary complaints are from persons who have witnessed or have knowledge of alleged misconduct from an employee including staff of the police department. Third party complaints are from a person or persons acting on behalf of a complainant or organization such as an attorney or advocacy group.

24.04 Notification of Internal Investigations. The employee that is the focus of the investigation and not merely a witness shall be informed in writing of the nature of the investigation, including enough specificity to inform the employee as to the facts that resulted in the initiation of an internal investigation and the potential rules, regulations, policies, or law that may have allegedly been violated and the potential maximum level of discipline being considered. At no time will the employee in an official or unofficial capacity knowingly contact any witness or complainant while he/she is the focus of an internal investigation. Nevertheless, the employee recognizes the employee's and the guild's right to investigate under the PECBA. Any employee subject to an internal affairs investigation interview shall be given a minimum of forty-eight (48) hours written notice prior to any interview. This written notice shall be provided to both the employee and a current Guild executive board member.

24.05 Interviews: The interview of the employee that is the focus of the investigation shall not violate the employee's constitutional rights. The interview or interrogation shall take place at the Police Department, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and/or a representative from the Guild for a reasonable period of time before being interviewed. An official representative of the Guild may be present during the interview to serve as counsel for the employee. The employer shall provide written notice to the employee that Guild representation is permitted. This notice shall be included with the notice of interview provided in 24.04.

24.06 An interview of an employee that is the focus of the investigation shall be when the employee is on duty unless the exigencies of the investigation or inquiry dictate otherwise or by mutual agreement of the parties. Interviews can be recorded by either the City or Guild, regardless of consent of any party. Any party recording the interview shall provide the other party a copy of the recording if requested. Upon such request, a copy of the recording will be provided within five (5) days, or as mutually agreed upon. Any recordings are considered work product for the purposes of litigation and shall be held in confidence by both parties.

24.07 The interview of an employee that is the focus of the investigation shall not be overly long, and the employee shall be entitled to such reasonable intermissions as

he/she shall request for personal necessities, meals, telephone calls, and rest periods.

24.08 The employee that is the focus of the investigation shall not be subjected to any abusive language, nor shall he/she be threatened with dismissal, demotion, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated or threatened in any other manner. No promises or rewards shall be made as an inducement to answer questions.

24.09 The employee that is the focus of the investigation shall be required to answer any questions involving non-criminal matters under investigation and shall be afforded all rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Employees compelled to answer questions by the employer shall be provided with a written "Garrity" warning.

24.10 All interviews shall be limited in scope to the activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the internal investigation. Nothing in this Agreement shall prohibit the employer from questioning the employee that is the focus of the investigation about information which is developed during the course of the interview.

24.11 Any employee covered by this Agreement shall not be required to take any polygraph (i.e. lie detector) or similar tests.

24.12 Pre-disciplinary hearing/Loudermill: The Chief of Police shall provide a "Notice of Intent to Discipline" to the employee that is the focus of the investigation and the Guild. The "Notice of Intent" to Discipline shall include the relative facts and conclusions of the investigation, the specific violations of the Pullman Police Department Policies and Procedures and the disciplinary action contemplated and a complete copy of the entire investigation. Prior to the imposition of any discipline, the Guild and the employee that is the focus of the investigation shall be given the opportunity to meet with the Chief of Police and shall be given the opportunity to provide additional evidence or mitigating circumstances related to the investigation as it pertains to the discipline proposed.

24.13 When the Department (Chief or Commander) become aware of a need for an internal investigation, the employee will be notified and the City has ninety (90) days to complete the investigation and provide the employee that is the focus of the investigation and the Guild with a notice of intent to discipline or notice that no discipline will be imposed unless:

There is a delay, beyond the control of the City, in processing of evidence related to the investigation; or,



the employee that is the focus of the investigation refuses to cooperate and such refusal materially affects the ability to complete the investigation in a timely manner; or,

the employee that is the focus of the investigation is unavailable for interview; or

an extension to such timeline is mutually agreed by the City and the Guild.

**24.14** When the investigation results in discipline imposed by the City:

The employee being disciplined and the Guild will be given an official written notice of discipline imposed including a summary of the facts, the policy violations or misconduct that occurred and an explanation of the discipline imposed.

When the investigation results in supervisory counseling imposed by the City, Article 24.02(3) will apply.

The employee or Guild representative, upon request, shall be furnished a copy of investigative materials not previously provided.

**24.15** The Guild and an employee who is subject to any discipline may only seek appeal of discipline through the appeal and/or grievance procedures set forth in the Collective Bargaining Agreement. The Guild and each employee represented by the Guild knowingly agree and knowingly waive their right to process discipline appeals through the Civil Service Commission.

**24.16** Any punitive sanction(s) shall become a part of the employee's personnel file for no more than one (1) year from the occurrence of the incident, except those punitive sanctions for misconduct involving intentional excessive force, theft, and misconduct which would in the state of Washington constitute a felony, in which case the punitive sanction shall become a part of the employee's personnel file for no more than three (3) years from the occurrence of the incident. At the end of these periods, if the conduct that led to the punitive sanction(s) has not been repeated by the employee, said documentation will be removed from their personnel file and maintained in a separate file in order to satisfy archival requirements and retention requirements pursuant to SB 5051, but will not be usable for future disciplinary action. The employer has the affirmative duty to remove the expired matters from the personnel file.

**24.17** The Employer will not be able to use expired punitive actions, or allegations not sustained and/or unfounded allegations for future justifications for punitive sanctions, performance evaluations, future prospective employers, advancement, promotions, etc.

**24.18** At the conclusion of the investigation, the employee shall be provided a timely written determination as to the outcome of the investigation.

## ARTICLE 25 - STRIKES

- 25.01 The Guild agrees there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Department. Should a strike, slowdown, boycott or other interruption of work occur, the Employer shall notify the Guild of the existence of such activity and request advice from the Guild as to whether the activity has been authorized. The Guild immediately thereafter shall respond to the Employer's request in writing.
- 25.02 Upon receiving notice of strike, slowdown, boycott, or other interruption of work which it has not authorized, the Guild will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.
- 25.03 In the event employees participate in a strike, slowdown, boycott or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action, which may include discharge.

## ARTICLE 26 - GRIEVANCE PROCEDURE

- 26.01 Scope of Grievance Procedure - The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance. Longstanding conditions which have been mutually accepted through past practice and which are not specifically addressed in this Labor Agreement shall not be subject to the Grievance Procedure.
- 26.02 Either the Guild or the Employer may process grievances against the other to allege violations and enforce the party's respective rights. Guild or Employer grievances shall enter the procedure at Step 4 and subject to all application time limits, other provisions, and to mediation/arbitration.
- 26.03 Steps.

**Step 1.** The aggrieved employee, or representative, shall meet with the Supervisor within ten (10) business days of when the aggrieved employee knew or should have known of the alleged occurrence, and orally discuss the grievance. The Supervisor shall make a decision and orally communicate this to the aggrieved employee within ten (10) business days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor to resolve the grievance at this level.

**Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Supervisor within ten (10) business days following the oral response. The written grievance at this step and at all steps thereafter, shall contain the following information:

- (1) a statement of the grievance and the facts upon which it is based;
- (2) the alleged violation of the Agreement;
- (3) the remedy or adjustment sought; and
- (4) the signature of the aggrieved employee.

The Supervisor shall respond in writing to this grievance within ten (10) business days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information:

- (1) an affirmation or denial of the facts upon which the grievance is based;
- (2) an analysis of the alleged violation of the Agreement;
- (3) the remedy or adjustment, if any to be made; and
- (4) the signature of the appropriate management representative.

**Step 3.** If the grievance is not resolved at Step 2, the aggrieved employee shall submit the grievance to the Chief within ten (10) business days following the Supervisor's written response. The Chief shall respond in writing to this grievance within ten (10) business days of its receipt. The requirement in Step 2 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

**Step 4.** If the grievance is not resolved at Step 3, the aggrieved employee shall submit the grievance to the City Supervisor within ten (10) business days following the Chief's written response. The City Supervisor shall respond in writing to this grievance within ten (10) business days of its receipt.

Guild grievances shall be submitted to the City Supervisor. Management grievances shall be submitted to the Guild. Either Guild or Management grievances shall be submitted within ten (10) calendar days of the occurrence prompting the grievance and shall be answered within ten (10) business days. Guild and Management grievances shall be subject to expedited mediation/arbitration and other provisions in Step 5.

**Step 5.** If the grievance has not been resolved at Step 4, the Guild or Management may refer the dispute to Expedited Mediation/Arbitration as provided below. The Guild shall notify the Employer in writing of submission to Expedited Mediation/Arbitration within ten (10) business days after receipt of the City Supervisor's written response at Step 4.

#### 26.04 Panel Of Standing Mediator/Arbiters

The parties agree to the establishment of a panel of five (5) standing mediator/arbiters to hear and resolve all contract disputes. They are: Phil Kienast, Timothy Williams, Gary Axon, Eric Lindauer, or Ken Latsch.

Either party may unilaterally remove a mediator/arbiter at any time as long as there is no dispute pending at the time. Mediator/Arbiter panel vacancies shall be filled by mutual agreement.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If, after a concerted effort, a single mediation meeting does not procedure a settlement, the mediator/arbiter shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

The mediator/arbiter shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.

The mediator/arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The mediator/arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbiter shall be final and binding upon the aggrieved employee, Guild, and Employer.

The Employer and the Guild shall share equally the fees and expenses of the mediator/arbiter.

Either party has the right to have a representative represent them at any step of the grievance procedure.

26.05 The following grievance principles shall govern and be controlling in any and all grievances:

- A. While the grievant may be "made whole", any punitive award shall be void and unenforceable.
- B. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.
- C. Either party may, thirty (30) days or more prior to the date set for mediation/arbitration, by notice to the other take the grievance out of the mediation/arbitration bench award process. In that event, the grievance will proceed as a formal arbitration, subject to the usual rules and procedures.

- 26.06 A. Upon mutual agreement, in writing by the Guild and the City and at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs.
- B. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration hearing but within at least two (2) hours of the conclusion of the arbitration hearing.

## ARTICLE 27 - TRAINING STANDARDS

27.01 It shall be the joint responsibility of the Employer and the Guild to encourage each employee to maintain a high degree of personal fitness, proficiency, knowledge, and skill in procedures and work. Training and seminars shall be made available to the employees for this purpose. Employees electing to attend such training while off duty shall do so at no expense to the Employer, except travel and/or lodging shall be paid by the Employer if in the opinion of the Chief of Police satisfactory benefits will be gained by the Employer.

27.02 Travel, breaks, etc., going to and from and while attending mandatory training or schools, will be compensated for consistent with normal hours worked. Any time spent in excess of the normal working hours will be compensated for in compliance with FLSA. In the event the time spent in excess of normal working hours exceeds three (3) hours, the amount of time limit over the three (3) hours shall be compensated at the applicable overtime rate.

- A. When appointed to a specialized function which requires specific training (i.e.: to obtain or maintain state certification) or mandated training, the employer shall pay for all costs for such training and related travel expenses. Examples of such functions include, but are not limited to, the following: firearms instructor, defensive tactics instructor, EVOC instructor, DRE instructor.
- B. Mandatory Training means training that the City requires and the employee is directed to attend a particular session. Work day means any shift within a twenty-four (24)-hour period.

With regard to mandatory training, the City will first attempt to schedule mandatory training on an employee's regular work day taking into consideration all employees affected by the training.

If mandatory training cannot be scheduled on an employee's regular work day, the City may change an employee's regular day(s) off to accommodate mandatory training subject to the following conditions:

1. The mandatory training must involve an out-of-department instructor or location outside of the City;
2. The mandatory training is scheduled for four (4) or more hours including travel time;
3. Notice to the employee is in writing (including e-mail) no less than twenty-one (21) calendar days in advance of the change;

If twenty-one (21) calendar days written notice is not given, OT/comp time will be paid pursuant to the CBA unless the employee voluntarily requests a changed schedule.

With twenty-one (21) calendar days written notice the City may adjust an employee's regular day(s) off for mandatory training so long as:

1. An employee is assigned to work no more than five (5) consecutive work days; and,
2. An employee has at least two (2) consecutive days off; and,
3. To accomplish numbers 1 and 2 above, the City may either change an employee's track or assign paid administrative day(s) off as long as any assigned paid administrative day(s) off are assigned in conjunction with another scheduled day off or another paid administrative day off.

27.03 Special arrangements will be made for swing and graveyard employees to attend schools. Adjusted travel days will be provided so as to avoid the loss of normal days off which fall within the scheduled training or travel to and from.

#### 27.04 Specialized Functions

Officers assigned to specialized functions (i.e.: field training officers, firearms instructors, defensive tactics instructors) shall not be required to perform any of the three (3) specialized functions for a period in excess of three (3) consecutive years. Assignment for any specialized function is for a three (3)-year period, which can be extended for unlimited one (1) year increments by mutual agreement between the officer and the Chief. For FTO's, there is a one (1)-year initial probationary period in the three (3)-year period. Initial three (3) year assignments and any additional one (1) year extensions must be in writing with a copy provided contemporaneously to the Guild President or designee.

## **Assigned Police Officer Positions**

“Assigned police officer positions” will include Detective, School Resource Officer and Detective Sergeant. The officers assigned to these positions will be so assigned for a period of three (3) years unless the officer is removed within this three (3) year period for just cause. At the end of the three (3)-year period the affected officer may opt to end their assignment or the Chief of Police may do so at the Chief’s initiative without a showing of just cause. Should the Chief and the officer both desire to continue the assignment then the assignment can be extended in one (1) year increments for up to three (3) additional years, for a total of six (6) years maximum. At the end of each additional one (1) year extension the officer may opt to end their assignment or the Chief of Police may do so at the Chief’s initiative without a showing of just cause. The Chief retains the right to remove the officer from the assignment at any time for just cause. Initial three (3) year assignments and any additional one (1) year extensions must be in writing with a copy provided contemporaneously to the Guild President or designee.

## **Quad Cities Drug Task Force (QCDTF) Detective Position**

Detectives assigned to the QCDTF will be assigned for a period of three (3) years. Due to the specialized nature of the position the initial year of the assignment will be a trial year in which the employee assigned as the QCDTF detective may opt to end their assignment or the Chief of Police may do so at the Chief’s initiative without a showing of just cause. Should the Chief and the officer both desire to continue the assignment then the assignment will be continued to the completion of the initial three (3) year assignment. At the conclusion of the initial three (3) year assignment should the Chief and officer both desire to continue the assignment then the assignment will be continued in one (1) year increments for up to three (3) additional years, for a total of six (6) years maximum. At the end of each additional year extension the officer may opt to end their assignment or the Chief of Police may do so at the Chief’s initiative without a showing of just cause. The Chief retains the right to remove the officer from the assignment at any time for just cause. Initial three (3) year assignments and any additional one (1) year extensions must be in writing with a copy provided contemporaneously to the Guild President or designee.

## **College Hill Officers**

The officers assigned to these positions will be so assigned for a period of one (1) year unless the officer is removed within this period for just cause. Officers will be assigned to the College Hill assignment each year for a one (1)-year period beginning on July 1 and ending June 30. At the end of the one (1)-year period the affected officer may opt to end their assignment or the Chief of Police may do so at the Chief’s initiative without a showing of just cause. Should the Chief and the officer both desire to continue the assignment then the assignment can be extended in one (1) year increments for up to three (3) additional years, for a total of four (4) years maximum. At the end of each additional year extension the officer may opt to end their assignment or the Chief of Police may do so at the Chief’s initiative without a showing of just cause. The Chief retains the right to remove the officer from the assignment at any time for just cause. The initial one (1) year assignment and any





- b) 2 years of continuous service from date of hire.

**Step 3. Police Officer 2<sup>nd</sup> Class. (9% pay increase)**

Police Officer 2<sup>nd</sup> class requires the following:

- 1) Successful completion of 1 year as Police Officer 3<sup>rd</sup> Class and
- 2) overall satisfactory performance and
  - a) 2 years of college credit or
  - b) 2 years of continuous service as a Police Officer 3<sup>rd</sup> class.

**Step 4. Police Officer 1<sup>st</sup> Class. (9.5% pay increase)**

Police Officer 1<sup>st</sup> class requires the following:

- 1) successful completion of 1 year as police Officer 2<sup>nd</sup> Class and
- 2) overall satisfactory performance and
- 3) successfully complete an approved FTO course and willing to perform FTO duties when assigned and
  - a) 3 years of college credit (90 semester or 125 quarter hrs.), or
  - b) 2 years of continuous service as a Police Officer 2<sup>nd</sup> class.

**Step 5. Senior Police Officer. Step 7 (6% pay increase)**

Senior Police Officer requires the following:

- 1) successful completion of 1 year as Police Officer 1<sup>st</sup> Class, and
- 2) overall satisfactory performance and
- 3) willing and able to perform specialist assignments, including Officer-in-charge, when assigned.
  - a) Obtain an accredited BA/BS degree or
  - b) 2 years of continuous service as a Police Officer 1<sup>st</sup> class.

In order to maintain Senior Police Officer status, the following is required:

- 1) Overall satisfactory performance and
- 2) Maintain the necessary skills and abilities to successfully perform any specialty assignment/position when assigned.

**29.02 Sergeant Salary Schedule**

- |        |   |
|--------|---|
| Step 1 | Upon promotion to Sergeant the employee shall receive Step 1. |
| Step 2 | After one year at step 1, advance to Step 2.                  |
| Step 3 | After one year at Step 2, advance to Step 3.                  |

29.03 Lateral hires may be credited years of service from a prior agency to apply as years of service with Pullman Police Department for purposes of calculation of vacation accrual.

29.04 Education Incentive: The City shall pay educational incentives as follows:

Associates Degree	2% of base pay per month
Bachelors Degree	4% of base pay per month

29.05 Longevity Pay: Effective January 2023, in addition to their base salary and other incentives, all employees shall receive longevity pay based upon their years of continuous service with the Pullman Police Department following the last date of hire. Longevity pay shall be based upon the employee's base salary not including other incentive pay, in accordance with the following schedule for a cumulative maximum of 3% at 15 years of service:

Years of Continuous Service	Longevity Incentive
10 Years	Additional 1.5%
15 Years	Additional 1.5%

## ARTICLE 30 – PAYDAYS

30.01 The first pay period of the month covers the 1st day of the month starting at 0000 through the 15th day of the month at 2359. Payroll for the first monthly pay period will be paid no later than the 25th day of the current month;

30.02 The second pay period of the month covers the 16th day of the month starting at 0000 through the last day of the month at 2359. Payroll for the second pay period will occur no later than the 10th day of the following month;

30.03 If a pay period falls on a weekend (Saturday or Sunday), payroll will occur on the Friday before the weekend;

30.04 If a pay period falls on a holiday, payroll will occur on the prior business day; and

30.05 Because Uniformed Employees are paid on a salary basis, those employees' base pay and premiums will be split equally between the two monthly pay periods, with any overtime paid for the pay period in which the overtime is worked. Consistent with current practice, for employees working shifts that carryover past 0000, the shift hours will be tracked on the day that the shift started (for example, for an employee who works on Monday, 10/14 at 2200 through Tuesday, 10/15 at 0700, the work hours are recorded on 10/14).

30.06 All payroll withholdings (such as Federal Withholding, FICA, Medicare, Retirement, Workers' Compensation, AFLAC, etc.) will be split as equally as possible between the two semi-monthly pay periods.

Overtime compensatory time off will be credited to the employee's compensatory time bank for the pay period during which the overtime was worked. The overtime compensatory time off bank cap under Article 9.02 will be increased to seventy-two (72) hours. Consistent with Article 9.02, an employee accumulating more than seventy-two (72) hours of compensatory time shall be paid for all time in excess of seventy-two (72) hours measured at the end of the calendar month. In addition, during any pay period, an employee may cash out accrued but unused overtime compensatory time.

30.08 Vacation leave accrual under Article 11.01 will continue to accrue at the same annual and monthly levels, with the entire monthly accrual being credited to the employee at the first of the month per current practice. The maximum vacation leave accrual cap of thirty (30) days (240 hours) will continue to be measured at the end of the calendar month.

30.09 Monthly sick leave accrual under Article 13.01 and the November 13, 2018 Sick Leave MOA will continue to accrue at the same annual and monthly levels, with the entire monthly accrual being credited to the employee at the first of the month per current practice. Consistent with paragraph C of the November 13, 2018 Sick Leave MOA, during the calendar year, measured from January 1 through December 31, an employee may accumulate and use paid sick leave over the 800-hour sick leave annual cap. On January 1 of each calendar year, employees with sick leave hours in excess of the 800 hours will have their sick leave balances returned to the 800-hour maximum.

30.10 Holidays under Article 10 are unaffected by the move to semi-monthly pay periods.

30.11 Monthly Guild dues will be equally split and withheld from employee pay on a semi-monthly basis.

30.12 Monthly employee insurance premium contribution amounts under Article 19 will be equally paid through employee paycheck withholding on a semi-monthly basis.

30.13 Consistent with Article 19.01(B), the City will continue to make monthly HSA funds available to the HSA bank on the fifth working day of the month as long as this date is no later than the 7th calendar day of the month, barring exigent circumstances (i.e., computer network problems).

30.14 City paid monthly VEBA contributions under Article 19.09 will be made on the fifth working day of the month as long as this date is no later than the 7th calendar day of the month, barring exigent circumstances (i.e., computer network problems).

30.15 All other monthly benefits (amounts paid by the employer on the employees' behalf) will be paid on the applicable due date, but will show up as being split on employee paystubs.

## ARTICLE 31 - SENIORITY LAYOFF AND RECALL PROCEDURES

31.01 Layoffs: In the event of a staffing reduction, layoff within the classification affected will be by seniority, provided the remaining employees have the ability to perform the work. Seniority will be the controlling factor.

31.02 Recall will be in the inverse order.

## ARTICLE 32 – AUTOMATIC VEHICLE LOCATION (AVL)

The City has activated the Automatic Vehicle Location (AVL) through Spillman Mobile. The AVL will provide current vehicle location information using GPS for vehicles running Spillman Mobile. This will allow dispatchers and other officers to view locations of on-duty patrol vehicles for purposes of emergency response efficiency, call response coordination, and increased officer safety.

The positioning data is currently not being retained for later review. If, at some point, the data is retained, the City will notify the Guild of such action, and the City and Guild will bargaining the impacts of such action, to include an AVL policy/directive. At a minimum, any new policy that concerns AVL positioning data will include the following provision:

“AVL positioning data will not be reviewed by the Department solely for the purpose of initiating internal investigations against members of the Department. If AVL positioning data is reviewed by the Department in response to a complaint and/or allegation of misconduct by a member of the Department, at the time the Department notifies the involved-employee(s) of the complaints/allegations, the Department shall provide the involved-employee(s) a copy of the complaint and/or allegations. At least seventy-two (72) hours prior to interviewing any involved employee(s) about their conduct, the applicable AVL positioning data will be provided to the involved-employee(s) and their legal and/or collective bargaining representative.”

## ARTICLE 33 – MISCELLANEOUS PROVISIONS

33.01 CEO and Animal Enforcement duties: No sworn personnel of the City's Police Department shall have to perform Code Enforcement duties or responsibilities, animal enforcement duties or animal pick-up/clean-up duties, unless there is an emergency or on a case-by-case basis as directed by a police supervisor.

## ARTICLE 34 - SAVINGS CLAUSE

34.01 If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement article or section.

## ARTICLE 35 - DURATION

35.01 This Agreement shall be effective January 1, 2022, unless otherwise specified in this Agreement. The Agreement shall remain in full force until December 31, 2024, and shall remain in effect during the course of negotiations on a new Agreement.

35.02 It is understood that at least sixty (60) days prior to the expiration date of this Agreement, December 31, 2024, the Guild, on behalf of Uniformed Police or the Employer has the right to open this Agreement for the purpose of negotiating changes in the Agreement.

IN WITNESS HEREOF, we hereunto attached our signatures this 15<sup>th</sup> day of December, 2021.

CITY OF PULLMAN

PULLMAN POLICE OFFICERS' GUILD


  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Finance & Admin. Svcs. Director

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Secretary/Treasure

## **APPENDIX A**

### **PULLMAN UNIFORMED POLICE**

#### **Salary Schedule January 2022**

<b><u>CLASSIFICATION TITLE</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
POLICE OFFICER TRAINEE	5666	5804			
POLICE OFFICER	6099	6524	7110	7788	8252
POLICE SERGEANT	8781	9001	9225		

**Salary Schedules for 2023 & 2024 - TBD**

When PPOG members advance within a classification or receive a promotion effective from the 1<sup>st</sup> to the 15<sup>th</sup> day of the month, they will receive the new pay step increase for the entire month. When PPOG members advance within a classification or receive a promotion effective from the 16<sup>th</sup> to the 31<sup>st</sup> day of the month, they will receive the new pay step increase on the 1<sup>st</sup> day of the following month. PPOG Uniformed members will not be paid on an hourly basis except as set forth in the CBA for the purposes of overtime calculation and the month of initial hiring, if the initial hire date is other than the first day of the month.