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Human Resources
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CITY OF KENT
and
KENT POLICE OFFICERS ASSOCIATION
POLICE ASSISTANT CHIEFS AND COMMANDERS
LABOR AGREEMENT

JANUARY 1, 2019 through DECEMBER 31, 2021

TABLE OF CONTENTS

TABLE OF CONTENTS.....	I
PREAMBLE.....	1
ARTICLE 1 - RECOGNITION AND BARGAINING UNIT	1
SECTION 1.1. RECOGNITION OF THE ASSOCIATION	1
SECTION 1.2. DEPUTY CHIEF ASSIGNMENT	1
SECTION 1.3. REPRESENTATION DURING NEGOTIATIONS	1
SECTION 1.4. BULLETIN BOARD SPACE	1
SECTION 1.5. ASSOCIATION OFFICIALS' RELEASE TIME.....	1
SECTION 1.6. PROBATIONERS	3
ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION	3
SECTION 2.1. ELIGIBILITY	3
SECTION 2.2. ASSOCIATION MEMBERSHIP	3
SECTION 2.3. DUES DEDUCTION	3
ARTICLE 3 - EMPLOYMENT PRACTICES	4
SECTION 3.1. SENIORITY DEFINITION	4
SECTION 3.2. PERSONNEL REDUCTION	4
SECTION 3.3. SEVERANCE PAY/NOTICE	5
SECTION 3.4. ESTABLISHMENT OF REINSTATEMENT REGISTERS	5
SECTION 3.5. EMPLOYEE STATUS WHEN REINSTATED	6
SECTION 3.6. EEO/NONDISCRIMINATION	6
SECTION 3.7. PERSONNEL FILES	6
ARTICLE 4 - HOURS OF WORK.....	7
SECTION 4.1. WORK DAY AND WORK WEEK	7
SECTION 4.2. EXECUTIVE LEAVE	8
SECTION 4.3. CALL OUT DUTY	8
SECTION 4.4. MODIFIED WORK SCHEDULE.....	9
ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES.....	9
SECTION 5.1. NOTIFICATION OF WORK RULE CHANGES	9
ARTICLE 6 - SICK LEAVE	10
SECTION 6.1. SICK LEAVE ACCRUAL.....	10
SECTION 6.2. SICK LEAVE USAGE	10
SECTION 6.3. LEOFF II EMPLOYEES--ON-DUTY INJURY LEAVE PROVISION	10
SECTION 6.4. SICK LEAVE INCENTIVE/BUY-OUT PROGRAM	11
SECTION 6.5. LIGHT DUTY	12
SECTION 6.6. PAID FAMILY AND MEDICAL LEAVE (PFML) PROGRAM	12
ARTICLE 7 - HOLIDAYS.....	13
SECTION 7.1 - CITY HOLIDAYS	13
SECTION 7.2 - HOLIDAY LEAVE BANK	14
SECTION 7.3 - HOLIDAYS FOR NEWLY PROMOTED COMMANDERS.....	14

ARTICLE 8 - EDUCATION ALLOWANCE	14
SECTION 8.1. TRAINING AND EDUCATION REIMBURSEMENT POLICY	14
SECTION 8.2. TRAINING AND EDUCATION APPROVAL PROCESS	15
SECTION 8.3. CLASS ATTENDANCE	16
SECTION 8.4. REIMBURSEMENT PROCEDURES.....	16
SECTION 8.5. TRAINING ALLOWANCE.....	16
ARTICLE 9 - ANNUAL LEAVE.....	16
SECTION 9.1. ANNUAL LEAVE.....	16
SECTION 9.2. SCHEDULING ANNUAL LEAVE.....	17
SECTION 9.3. MAXIMUM ACCRUAL.....	17
ARTICLE 10 - PENSIONS	17
ARTICLE 11 - BEREAVEMENT.....	18
ARTICLE 12 - MANAGEMENT RIGHTS	18
SECTION 12.1. GENERAL MANAGEMENT RIGHTS	18
SECTION 12.2. VOLUNTEERS AND TEMPORARY EMPLOYEES.....	18
ARTICLE 13 - PERFORMANCE OF DUTY.....	19
SECTION 13.1. NON-STRIKE PROVISIONS	19
SECTION 13.2. PERFORMANCE OF DUTY	19
ARTICLE 14 - GRIEVANCE PROCEDURE	20
SECTION 14.1. GRIEVANCE DEFINITION	20
SECTION 14.2. REPRESENTATION DURING GRIEVANCES.....	20
SECTION 14.3. EXCEPTIONS TO TIME LIMITS	20
SECTION 14.4. CLASS ACTION	20
SECTION 14.5. STEPS AND TIME LIMITS	20
SECTION 14.6. ARBITRATOR'S AUTHORITY	22
SECTION 14.7. ELECTION OF REMEDIES	22
SECTION 14.8. RETROACTIVITY.....	23
ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS	23
SECTION 15.1. BILL OF RIGHTS.....	23
SECTION 15.2. PSYCHOLOGICAL EVALUATIONS.....	25
ARTICLE 16 - COMPENSATION	26
SECTION 16.1. SALARIES.....	26
<i>Subsection 16.1.1 Wage Separation.....</i>	<i>27</i>
SECTION 16.2. COMMUNITY SERVICE DUTIES	27
SECTION 16.3. WORKING OUT OF CLASSIFICATION	27
SECTION 16.4. LONGEVITY AND EDUCATION INCENTIVE PAY.....	28
<i>Subsection 16.4.1. Longevity Pay.....</i>	<i>28</i>
<i>Subsection 16.4.2. Educational Incentive.....</i>	<i>28</i>
SECTION 16.5. EFFECTIVE DATE OF COMPENSATION INCREASES	29
SECTION 16.6. CLOTHING AND EQUIPMENT	29
SECTION 16.7. COMPENSATION FOR TRAINING.....	30

SECTION 16.8. TIMELY COMPENSATION.....	30
SECTION 16.9. DEFERRED COMPENSATION.....	30
SECTION 16.10. ACCREDITATION PAY.....	31
SECTION 16.11. CALL BACK PAY.....	31
SECTION 16.12 FITNESS INCENTIVE.....	31
SECTION 16.13. RECRUITING INCENTIVES.....	33
SECTION 16.14. COMPARABLE JURISDICTIONS.....	33
ARTICLE 17 – FUTURE CHANGES.....	34
ARTICLE 18 - INSURANCE COVERAGE.....	35
SECTION 18.1. HEALTH CARE INSURANCE.....	35
<i>Subsection 18.1.1. Plans Offered.....</i>	<i>35</i>
<i>Subsection 18.1.2. Employee Coverage.....</i>	<i>35</i>
<i>Subsection 18.1.3. Dependent Coverage.....</i>	<i>35</i>
<i>Subsection 18.1.4. HSA Funding.....</i>	<i>36</i>
<i>Subsection 18.1.5. Retiree Medical Savings Plan.....</i>	<i>36</i>
SECTION 18.2. LIFE INSURANCE.....	37
SECTION 18.3. LONG TERM DISABILITY INSURANCE.....	38
SECTION 18.4. FORMS HANDLING.....	38
SECTION 18.5. HEALTH CARE COMMITTEE.....	38
SECTION 18.6. HEPATITIS B VACCINATION PROGRAM.....	38
SECTION 18.7. LINE OF DUTY DEATH BENEFITS.....	38
ARTICLE 19 - MILITARY LEAVE.....	39
ARTICLE 20 - TOBACCO FREE WORK PLACE.....	39
ARTICLE 21 - SUBSTANCE ABUSE TESTING.....	39
SECTION 21.1. SUBSTANCE ABUSE POLICY.....	39
SECTION 21.2. INFORMING EMPLOYEES ABOUT DRUG AND ALCOHOL TESTING.....	39
SECTION 21.3. EMPLOYEE TESTING.....	40
SECTION 21.4. SAMPLE COLLECTION.....	40
SECTION 21.5. DRUG TESTING.....	41
SECTION 21.6. ALCOHOL TESTING.....	42
SECTION 21.7. MEDICAL REVIEW PHYSICIAN.....	42
SECTION 21.8. LABORATORY RESULTS.....	43
SECTION 21.9. TESTING PROGRAM COSTS.....	43
SECTION 21.10. REHABILITATION PROGRAM.....	43
SECTION 21.11. DUTY ASSIGNMENT AFTER TREATMENT.....	43
SECTION 21.12. RIGHT OF APPEAL.....	44
SECTION 21.13. ASSOCIATION HELD HARMLESS.....	44
SECTION 21.14. CONSENT FOR SAMPLING AND RELEASE OF INFORMATION FORM.....	44
ARTICLE 22 - SAVINGS CLAUSE.....	45
ARTICLE 23 - ENTIRE AGREEMENT.....	45
ARTICLE 24 – TERM OF AGREEMENT.....	46

APPENDIX A - OFF-DUTY SUPPLEMENTAL HOURS PAY 47

PREAMBLE

This agreement herein contains the entire agreement between the Kent Police Officers Association (hereinafter known as the "Association") and the City of Kent, Washington (hereinafter known as the "City"). The purpose of the City and Association in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations in which the City's Values are encouraged and practiced, giving recognition to the rights and responsibilities of the City, the Association and the employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1. Recognition of the Association

The City recognizes the Association as the exclusive bargaining representative for all Assistant Chiefs and Commanders in the Kent Police Department.

Section 1.2. Deputy Chief Assignment

Assignment to Deputy Chief will be made at the sole discretion of the Police Chief. While assigned as Deputy Chief, the employee will not be a part of the bargaining unit. In the event that the employee reverts back to their previous Civil Service rank held prior to the assignment, the employee will return to the bargaining unit. Time served in the Deputy Chief assignment will count towards seniority within the bargaining unit for all associated benefits.

Section 1.3. Representation During Negotiations

For the purpose of negotiations between the parties, there shall be no more than two (2) official representatives, plus one (1) alternate, from the Association. The City may utilize no more than four (4) representatives, plus one (1) alternate, during this process.

Both the Association and the City agree to provide to the other party written notice of the representatives ten (10) days prior to the commencement of the negotiations. Changes of representatives by either party during negotiations shall also be made through written notice at the earliest opportunity.

Section 1.4. Bulletin Board Space

The City shall provide bulletin board space for Association use in a mutually agreed-upon location. Material posted thereon shall be the responsibility of the Association. It shall only be used for official Association business.

Section 1.5. Association Officials' Release Time

- A. Time off with pay shall be limited to regular negotiations sessions between the City and the Association negotiating team members during their scheduled duty hours. This section shall apply only to members of the Association's negotiating team and members who may be required to participate.
- B. Association employee representatives shall be allowed a reasonable amount of on-duty time to administer the terms of this agreement. This clause implements the current practice of the parties, and is not intended to expand the use of on-duty time by Association representatives.
- C. Time off required by Association members to prepare for or attend compulsory arbitration meetings or hearings shall be considered leave without pay, unless substitute coverage is provided for by Association members at no additional cost to the City to replace those designated employees who are required to be absent from their shifts. It shall be the Chief's decision as to whether substitute coverage is necessary to attend compulsory arbitration proceedings.
- D. Union officials may be allowed time off to attend training related to the administration of this Agreement when the parties mutually agree that such training is beneficial to both the City and the Union. Such time off shall not result in any additional costs to the City. Such training must be pre-approved by the KPOA Executive Board, signed by the Union President, and submitted to and pre-approved by the Police Chief, or designee. The request will include the purpose of the training, the date and time of such training, and the proposed use of the employee's time (on/off duty or adjusted shift). The Union shall continue to cover the registration, travel and accommodation costs of such training for the union officials. The time off for such training shall be shared by the Union, the employee and the City in the following manner:
 - 1. If the training occurs during the employee's normally scheduled day(s) off, the employee will attend the training on their own time.
 - 2. If the training occurs during the employee's normally scheduled work day(s), the time will be covered by the City. The employee's shift may be adjusted within the work day to accommodate the training. The total sum of training time off shall not exceed 150 hours annually for the entire KPOA. However, if an acting assignment is required to replace that employee, the Union shall cover the monetary difference between the acting employee's normal wage and the acting pay cost through the use of a donated leave bank designated for this purpose.
 - 3. Employees covered by the CBA may only donate vacation leave one time in a calendar year, in whole hour increments, up to five (5) hours per employee. This donation may be done at any time during the year. Once the donation is made, it will be converted and maintained on a dollar basis. The cap of this leave bank shall be equivalent of 400 hours times the top Patrol Officer's base hourly pay as of January 1st of each year.

Section 1.6. Probationers

- A. The parties recognize the purpose of a probationary promotion period of employment is to provide a trial period of employment during which the City can observe the performance of the probationer before confirming the rights of permanent status. Promotional probationers shall serve a twelve (12) month probationary period from their promotion date or date of hire.
- B. During the actual or extended promotional probationary period, the probationer shall be entitled to the protection of the grievance procedure as outlined in Article 14 - GRIEVANCE PROCEDURES; however, the determination of the employee's success or failure of probation may not be challenged under the grievance procedure. If the employee is unsuccessful in their promotional probationary period, the employee has the right to revert back to their immediately prior permanently held Civil Service rank per Civil Service rules.

Subsection 1.6.1 Probation Extension

Any probationary period may be extended upon the request of the Police Chief as a result of approved breaks in service, to allow for the completion of twelve (12) months of satisfactory performance in the employee's regular assignment.

The city may extend the probationary period for up to six (6) months if additional time is needed for the employee to demonstrate his or her ability to perform the duties required of the position. The city will notify the employee of the extension in writing prior to the end of the probationary period.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

Section 2.1. Eligibility

The City recognizes that employees within the bargaining unit may, at their discretion, become members of the Association. Intent to join, in writing, must be furnished to the City prior to formal membership for the purposes of uniform dues deductions.

Section 2.2. Association Membership

The Association will provide representation to eligible employees in compliance with State and Federal Law.

Section 2.3. Dues Deduction

The following procedure shall be followed in the deduction of dues for members of the Association:

- A. The City agrees to the deduction of Association dues uniformly levied by the Association for those employees who elect to become members of the Association and who request in writing to have their regular semi-monthly Association dues deduction checked off on the basis of individually signed voluntary check-off authorization cards.
- B. Each pay period, the City shall remit to the Association all dues deducted together with a list of employees and the amount deducted from each employee. The City agrees to notify the Association of new employees within thirty (30) days of the date of hire or promotion.
- C. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders and other judgments brought or issued against the City by third parties as a result of any action taken by the City under the provisions of this Section, unless caused by the negligence of the City.
- D. The Association and City agree that the City will not make any other deductions on behalf of the Association, except those described above.

ARTICLE 3 - EMPLOYMENT PRACTICES

Section 3.1. Seniority Definition

- A. Seniority, for the purpose of vacation bids, layoffs and reductions in rank resulting from personnel reductions, shall be defined as the employee's length of permanent service within their current rank or classification, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service. In the case of an employee who has been reduced in rank or classification, their seniority shall include time spent in the higher rank(s) or classification(s).
- B. Seniority (unless otherwise defined elsewhere within this agreement), for all other purposes, shall be defined as the employee's length of permanent service with the City of Kent, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.

Section 3.2. Personnel Reduction

Should it become necessary due to budgetary conditions, lack of work, or any other reasonable cause to reduce the number of employees in this unit, the following basic provisions will apply:

1. It shall be the responsibility of the City to determine the job classification(s) in which reductions in rank are to occur. Such factors as nature of function performed, risk to overall public safety and impact on the Police Department operations, shall be weighed to determine areas where reductions can be made.
2. Reductions in rank of employees shall be accomplished in accordance with seniority as defined in Section 3.1.A with the least senior employees being reduced first.
 - a. Employees reduced in rank will be reduced to the next lower rank. These employees shall have bumping rights over the employee in the next lower rank with the least seniority and as defined in the Officers and Sergeants Contract. (i.e. an AC would bump the least senior Commander, a Commander would bump the least senior Sergeant and a Sergeant would bump the least senior Officer.)
 - b. Seniority for employees who have been reduced in rank will be defined as the previous time at the lower rank plus time at the higher rank.
 - c. Employees who have been reduced in rank due to reasons outlined in Section 3.2 above (non-disciplinary reason) will be reinstated in the same order that they were reduced and must be given the first right of refusal of such reinstatement prior to any other employee being promoted to that rank.
 - d. If an employee who has been reduced in rank in accordance with Section 3.2 above elects not to be reinstated to their former rank, that employee forfeits any future reinstatement rights.
3. If layoffs are to occur, they will occur with the least senior officer in the department being terminated first.

Section 3.3. Severance Pay/Notice

All non-probationary employees shall, in the event of a reduction in force, be entitled to two (2) weeks' notice of such reduction and shall be paid at the time of separation, a sum equal to two (2) weeks' pay minus standard deductions at the current rate of pay. Such severance pay shall be in addition to any and all monies due the employee at the time of separation. However, this section shall only apply to employees who are laid off by the City. Voluntary terminations and other terminations not classified as layoff are excluded from the provisions of this section.

Section 3.4. Establishment of Reinstatement Registers

- A. The names of employees who have been laid off or reduced in rank shall be placed upon a reinstatement register for the same classification from which they were laid off or reduced in rank. This reinstatement register shall be in

effect for two years from the date of layoff or reduction, and shall take priority over other hiring or promotional lists.

- B. Refusal to accept regular full-time work with the Kent Police Department from a reinstatement register shall terminate all rights granted under this rule, provided the work is in the same classification from which the employee was laid off.
- C. Order of Reinstatement - If a vacancy is to be filled from the reinstatement register, recall shall be made on the basis of length of service within the classification. The regular employee on such register who has the most service credit shall be first reinstated except in the cases of reduction in rank where reinstatement shall be made by time of service in that rank.

Section 3.5. Employee Status When Reinstated

In the event a non-probationary employee leaves the service of the City due to reduction in force and within the next two years the City rehires said former employee in the same classification to which assigned at the date of reduction, such employee shall be placed at the step in the relative salary range which he/she occupied at the time of the original reduction.

Section 3.6. EEO/Nondiscrimination

It is agreed that the City and Association are mutually obligated to provide equal employment opportunity, consideration and treatment to all employees of the Kent Police Department. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

Section 3.7. Personnel Files

- A. The personnel files are the property of the City and shall be kept under the direct control of the Human Resources Department. The City agrees that the contents of the personnel files, including the personnel photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department and/or Human Resources Department.
- B. All Police personnel files must be kept, maintained and secured in the confines of the Human Resources Department. The Human Resources Director, or designee(s), shall be responsible for the privacy of such files. It is understood that the Police Chief and Human Resources Director, or their designee(s), will have access and may need to review or update personnel files while conducting City business.
- C. The City shall not allow anyone, other than those employees designated by the Police Chief and/or Human Resources Director to read, view or have a copy, in whole or in part, of any employee's personnel file. This provision shall not restrict such information from becoming subject to due process by any court

or administrative personnel tribunal or subject to disclosure as required by state or federal law. Any time an employee's file is subject to release, in whole or in part, to an outside party, the City will notify the employee five (5) business days prior to such release. In the event the employee or the Association notifies the City of its intent to obtain judicial relief from the request within the initial five (5) business days, the employee or Association shall be provided five (5) additional business days to obtain judicial relief. In the event compliance with the notification requirements would result in a violation of the rules of discovery, the requirements of a subpoena or Washington's Public Records Act, the City shall provide reasonable notice under the circumstances. The notice of release shall contain the following information: to whom the record was released and under what authority (i.e. search warrant, court order, subpoenas, etc.).

- D. Employees have the right to review their own entire personnel file. Employees requesting to examine their own personnel file must have proper identification, and may examine their file only in the presence of the Police Chief, Human Resources Director, or their designee(s). Employees shall not remove any material from their files, but may, upon their request, have a copy of any material in their files without charge.
- E. The Association's attorney of record shall be given access to employees' personnel files. Employees can also give permission for third parties to view their file. The employee shall make a formal written request naming the person authorized to view their record (i.e. a KPOA Executive Board member, family member, etc.). The authorized person(s) shall present identification to the Police Chief, Human Resources Director, or their designee(s), responsible for monitoring the process. The City shall accommodate such request at a time convenient for both parties.
- F. Annual employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay shall be retained permanently. All other disciplinary records may be retained in accordance with WA State Retention Schedule. However, these records will be purged after the State Retention period has elapsed in which no other disciplinary action has occurred. Nothing in this section shall prevent the City from archiving files. The parties recognize that the City may retain internal investigation files although such files may not be used in discipline and discharge cases if they could not otherwise be retained in personnel files pursuant to this section.

ARTICLE 4 - HOURS OF WORK

Section 4.1. Work Day and Work Week

Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work schedule shall either be five eight-hour days (5/8s), four ten-hour days (4/10s), or the nine-eighty (9-80) schedule. For the

purpose of this agreement, the schedule shall be defined as above. The determination of which schedule an employee will work shall be made by the employee; provided that Patrol Commanders shall work the four-ten (4/10) schedule; and provided further, that the four-ten (4/10) schedule shall not be available to Assistant Chiefs. The parties agree that Assistant Chiefs will work with the Chief to make certain that flex schedules will be coordinated to ensure adequate operational coverage.

A temporary adjustment to an employee's regular schedule may be made by the Chief of Police for a special or significant event or operation in the city.

Command personnel will align their workdays with the majority of their personnel.

Section 4.2. Executive Leave

It is recognized that employees will be required to spend additional time over and above their regular work week engaged in activities for the City. Since the employees are exempt from FLSA overtime, the parties agree that each member of the bargaining unit shall receive executive leave time each year in lieu of overtime/standby pay.

Effective January 1, 2013, employees of the bargaining unit shall accrue the equivalent of twenty (20) hours of executive leave per year, prorated for new and separated employees (e.g. 0.83333 per pay period), to carry over year to year for a maximum of 40 hours; the leave time is able to be cashed out.

When an employee puts in substantial additional hours, the parties shall continue the current practice concerning flex-time off.

It is understood that this Agreement shall be interpreted and applied in a manner, which will ensure, to the fullest extent possible, the continued exempt status of Assistant Chiefs and Commanders.

Section 4.3. Call Out Duty

The parties recognize the benefits of a call-out duty program, which would provide:

1. A systematic avenue for the department to maintain communications with the command staff during off-duty hours;
2. Cross-training of all employees assigned to call-out rotation; and
3. Flexibility to employees during off duty hours for uninterrupted personal activities.

To this end, the parties agree to establish a call-out duty program as follows:

1. Each member of the bargaining unit (all Assistant Chiefs and Commanders) will be placed on standby for a one-week rotation basis;

2. When on standby, the employee is responsible to remain fit for duty and be located within a reasonable distance from Kent Police headquarters in order to respond within an hour to emergency calls;
3. Although only the employee on standby is required to report to the scene, this does not prohibit the commander of the unit in which the emergency occurs from reporting to the scene on a voluntary basis;
4. The department will strongly encourage continued training and education to cross-train and enhance the technical skills of the command staff;
5. During the assigned standby week, the employee's use of assigned City vehicle may be more flexible as approved by the employee's immediate supervisor to allow the employee to respond to calls more readily.
6. Once a call-out duty schedule has been established, it is the employee's responsibility to arrange for coverage if he/she is not available for call-out duty. If the employee cannot cover the duty due to long-term illness, injury, assignment or leave of absence, the Chief of Police/designee will make a reassignment of the call-out duty as equitably as possible (but cannot guarantee equal time assignment).
7. To compensate Commanders and/or Assistant Chiefs for the Call Out requirement listed above, the Commander and/or Assistant Chief shall receive ten (10) standby hours off for each completed week of Call Out Duty. This additional leave can be banked for future use or can be cashed out on an annual basis. Those employees who elect to be cashed out shall submit their request in writing to the Chief of Police no later than November 15th each year.. The maximum number of standby hours banked shall not exceed forty (40) hours at any time and may be carried from year to year. The use of banked standby hours shall be requested in the same manner as annual leave in accordance with Section 9.2.

Section 4.4. Modified Work Schedule

The parties agree to consider modifications to the normal work schedule and rotation cycle for employees, for a specified period, as agreed to between the Chief, or designee, and the employee. Such changes shall not be precedent setting. If such modified work schedules are approved by the Police Chief, or designee, the employee, and the Association, the parties agree to allow members of the bargaining unit to work such mutually agreed schedules.

ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES

Section 5.1. Notification of Work Rule Changes

The City agrees to notify the Association in advance of changes in departmental operating procedures or working conditions which would affect employees in the bargaining unit. Conferences to discuss such changes may be arranged prior to the time such changes would become effective. However, nothing in this section shall be construed to limit the City from exercising its management responsibilities, provided,

however, that when changes in procedure or department operations would cause a reduction in force or layoff of any employee, such proposed change, including the effective date shall be provided in writing to the Association in advance of making the proposed change.

ARTICLE 6 - SICK LEAVE

Section 6.1. Sick Leave Accrual

Officers hired by the City on or after 10/01/77 shall accrue sick leave at the rate of ten (10) hours per month. In addition, their sick leave account shall be credited with 30 additional hours on January 1 of each year. Employees hired after January 1 of any calendar year shall receive the additional hours on a prorated basis. However, under no condition will an employee's accrual exceed 1,190 hours. (See Section 6.4)

Section 6.2. Sick Leave Usage

- A. All employees shall be entitled to use sick leave for personal illness in accordance with current City Policy.
- B. All employees shall be entitled to use accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision as provided for under RCW 49.12.270.

Section 6.3. LEOFF II Employees--On-Duty Injury Leave Provision

Employees injured while on-duty are covered under the City's self-insured workers' compensation program as required by the Revised Code of Washington (RCW) 51. Injured employees must apply for disability benefits as described in RCW 51 and City Policy 6.2 On the Job Injuries and Illnesses. Questions regarding policy clarification or interpretation shall be referred to the Human Resources Director in writing.

The first three (3) calendar days following the date of injury are defined as the time loss "waiting period". The employee shall use accrued leave to cover any time off for scheduled work shift(s) during these three (3) days. The waiting period shall be reimbursed if the time loss extends beyond fourteen (14) calendar days in accordance with Labor & Industries (L&I) regulations.

Employees injured on-duty and qualified for "Workers' Compensation" time loss shall have their salary at the time of injury maintained for a period not to exceed six (6) months. This shall be accomplished through a combination of "Workers' Compensation" time loss payments and the balance supplemented by the City. During this six-month workers compensation supplemental pay period, the employee shall continue to accrue annual leave and sick leave benefits. The six (6) months worker's compensation supplemental pay by the City shall be interpreted as six (6) months per consecutive time loss period (unless an exception is granted by the Human Resources Director), or six (6) months of supplemental pay per qualifying injury/illness, whichever is less.

Interpretations of and/or exceptions to the six (6) month supplemental pay period may be granted by the Human Resources Director for multiple injuries. City supplemental pay for multiple qualifying on-the-job injury time losses shall run concurrent. However, if the employee is unable to return to work within six (6) consecutive months from the beginning of the first time loss claim due to treatment for other qualifying worker's compensation claim(s) for which the employee is approved time loss, the employee may be granted time loss supplemental pay beyond the six (6) months per consecutive time loss period to six (6) months per injury. Such may be granted only if the employee has:

1. Identified all workplace injuries/illnesses that the employee is aware of, with a qualified health care provider within fourteen (14) days from the date of the workplace injury which required the initial time loss. This fourteen (14) day period may be extended by a reasonable time frame if the extension is required due to reasons beyond the employee's control and if such is approved by the City's Risk Management staff.
2. The employee has kept in regular contact with the City's Risk Management staff to actively take care of all injuries and/or illnesses in the shortest timeline possible.

At no time will the employee be provided more than one (1) six (6) month period of worker's compensation supplemental pay per injury/illness (per worker's compensation claim).

If the employee is unable to return to duty at the end of the six-month supplemental pay period, the provisions of RCW 51 and City Policy 6.2 (or any revisions thereof) shall apply.

During the employee's entire workers' compensation disability period, the City shall continue to provide insurance benefits as outlined in Article 18 - Insurance Coverage. The employee shall be responsible for their portion(s) of these benefit premiums.

Section 6.4. Sick Leave Incentive/Buy-Out Program

- A. Employees shall be entitled to incentive pay for maintaining their sick leave balance at the following levels:

<u>Sick Leave Hours</u>	<u>Amount of Cash Incentive</u>
480-719	16 hours base pay
720-959	24 hours base pay
960-1039	50 hours base pay
1040+	100 hours base pay

- B. Compensation shall be made no later than January 20 of the following year and shall be at the employee's hourly rate in effect at the time the compensation is made. For purposes of determining eligibility to receive

incentive pay an employee must maintain the 480+, 720+, 960+, or 1040+ hours accrual for the entire preceding calendar year. If an employee falls below one of the designated accrual levels they will not be eligible for the corresponding incentive pay.

- C. Employees hired prior to January 1, 2008, who retire or separate in good standing from the City, will be compensated for the hours, up to 1,190 hours, remaining in their sick leave bank based upon their tenure as commissioned officers with the Kent Police Department. Compensation shall be made at the following percentage of the employee's hourly rate in effect at the time of retirement:

Completion of fifteen (15) years - twenty percent (20%)
Completion of twenty (20) years - forty percent (40%)
Completion of twenty-five (25) years - sixty percent (60%)
Completion of thirty (30) years - eighty percent (80%)

- D. Employees hired after January 1, 2008, who retire or separate in good standing from the City will be compensated for the hours, up to 1,190 hours, remaining in their sick leave bank based upon their tenure as commissioned officers with the Kent Police Department. Compensation shall be made at the following percentage of the employee's hourly rate in effect at the time of retirement:

Completion of twenty (20) years - twenty percent (20%)
Completion of thirty (30) years - thirty percent (30%)

- E. Incentives earned for 2018 will be paid out on January 20, 2019 payroll, under the terms of the 2016-2018 KPOA Collective Bargaining Agreement.

Section 6.5. Light Duty

In the event an employee becomes sick or disabled the employer may allow the LEOFF II member to return to work in a light duty status.

1. A light duty status job may be assigned so as to permit the employee to continue working within the Department in a duty capacity that the employee is physically capable of performing in accordance with the conditions set forth by the employee's physician while continuing to be paid at the employee's normal rate of salary.
2. Such assignment is contingent upon the medical prognosis of full physical recovery from the employee's disability within a reasonable period of time.
3. The amount of time that will be allowed for assignment to light-duty status is up to sixty (60) days; provided that the sixty (60) day period may be extended to but, in no case exceed, a total period of six (6) months. Consideration of the extension shall be based upon the medical prognosis of the employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the employer.

4. A request for light duty status will be submitted in writing by the employee to the employer or from the employer to the employee.
5. The City reserves the right to have a City appointed physician determine the extent of an employee's disability, ability to perform light duty and/or ability to return to full duty.
6. The City also reserves the right to impose additional restrictions on the employee's light duty assignments based on the employee's physical ability during the injury recovery period.

Section 6.6 Paid Family and Medical Leave (PFML) Program

- A. Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. KPOA and the City agree the benefits for this program are funded by both the Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.

ARTICLE 7 – HOLIDAYS

Section 7.1 – City Holidays

The following holidays shall be considered as holidays for full time employees.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas
11. Personal Holiday

Those employees whose job classification requires the traditional work schedule Monday through Friday will observe the holiday the same as non-represented employees of the City. Memorial Day shall be observed on the last Monday of May for all employees of the bargaining unit. All other employees will observe the remaining holidays on the actual day of the holiday.

Section 7.2 – Holiday Compensation

A Employees assigned to the Patrol Division will be allowed to work on holidays as scheduled. If the employee works on the holiday, they will be compensated with their regular base pay plus they may take the day before or the day after the holiday off with supervisor authorization or bank those hours in their holiday leave bank.

B If a holiday falls on an employee's normal day off, the employee may take the day before or the day after the holiday off with supervisor authorization. Holidays not taken in this manner will be placed in a holiday leave bank and may carry over from year to year, not to exceed 60 hours. Holiday hours can be cashed out on an annual basis. Those employees who elect to be cashed out shall submit their request in writing to the Chief of Police no later than November 15th each year. Total annual cash out shall not exceed 60 hours. Request for use of the hours in the holiday leave bank shall be in compliance with Section 9.2 – Scheduling Annual Leave.

C If an employee is mandated to work on a holiday, the employee will be compensated at the rate of 1-1/2 times their regular base pay for all hours worked.

Section 7.3 – Holidays for Newly Promoted Commanders

If a Police Sergeant is promoted to Commander before July 1, the new Commander shall be entitled to accrue and use the Personal Holiday. If a Police Sergeant is promoted to Commander on or after July 1, the new Commander shall not be entitled to accrue or use the Personal Holiday for that year.

ARTICLE 8 - EDUCATION ALLOWANCE

Section 8.1. Training and Education Reimbursement Policy

The City recognizes the need to encourage and promote education opportunities for employees, subject to budgetary limitations.

- A. Training. The City will pay for or reimburse personnel for costs incurred in receiving required and/or approved job related training upon satisfactory completion of such training. Such training must be pre-approved by the Chief, or designee. Costs eligible for City payment or reimbursement include registration, books, and fees associated with such training. Employees must submit for approval in accordance with Section 8.2 Training and Education Approval Process and for reimbursement in accordance with Section 8.4 Reimbursement Procedures.
- B. Education. Employees who wish to attend classes offered by schools, colleges, or universities may receive reimbursements upon successful completion ("C" grade or better) of such if the classes are pre-approved in accordance with the following:

1. The employee must have successfully passed their initial probationary period of employment;
2. The employee must not have received any discipline greater than a written reprimand within the last twelve (12) months;
3. The class(es) must relate to the employee's current position or a promotional position within the employee's career path;
4. Costs eligible for reimbursement include tuition, fees associated with such class(es), and fifty percent (50%) of books;
5. If a commissioned officer is attending an accredited State institution, the officer shall be reimbursed based upon that institution's tuition schedule. If an officer is attending a non-State supported institution, the officer shall be reimbursed on the basis of the equivalent state institution or the University of Washington tuition schedule, whichever has the lower cost;
6. Commissioned officers who are working in the AA Degree Police Science Program will be reimbursed for costs of courses in that degree program, provided the program/school is approved by the Chief and the employee submits his training plan to the Chief for inclusion in the budget;
7. Education reimbursements for BA degree programs must be approved by the Police Chief, the Chief Administrative Officer and the Human Resources Director, or their designees;
8. Employees who voluntarily separate from employment within twenty-four (24) months after receiving education reimbursement shall repay the City for the tuition, books and associated fees paid by the City;
9. Employees must submit for approval in accordance with Section 8.2 Training and Education Approval Process and for reimbursement in accordance with Section 8.4 Reimbursement Procedures; and
10. The City shall not provide education reimbursements for graduate degree programs.

Section 8.2. Training and Education Approval Process

Employees shall submit their request for training and/or education reimbursement by June 1 of each year for the next calendar year. Their request shall include:

- A. Course list;
- B. Approximate itemized cost;
- C. Whether the course list is required and/or job-related training versus education classes offered by schools, colleges, universities, or other training organizations; and
- D. Reason(s) for taking the course(s) including how the course(s) relate to the employee's current position or a promotional position within the employee's career path.

The Chief will then review the request for training and/or education and approve or deny the request. Education reimbursement requests for BA degree programs will also be submitted to the Human Resources Director and the Chief Administrative Officer for approval. If approved, the total cost of approved training and/or education

requests will be included in the department's annual budget request. Once the budget is authorized, very few, if any, changes can be made. Interim changes will be considered by the Chief and acted on only if budget is available.

Section 8.3. Class Attendance

Employees who wish to attend classes offered by schools, colleges, universities, or other training organizations must do so during their off-hours. In special cases, subject to departmental approval, an irregular work schedule may be arranged in order for an employee to attend courses that are not offered during off-hours. Hours spent by an employee while attending class or studying for such class during off-hours, will not be considered compensable hours.

Section 8.4. Reimbursement Procedures

- A. If reimbursement is received through outside grant funds, or any other potential source, including G.I. benefits, then reimbursement shall be primarily through that source. (Student loans shall not be considered outside funds for purposes of this section.) City reimbursement shall be secondary for the remaining unpaid balance of the approved education costs.
- B. Upon completion of pre-approved training and/or education classes, the employee must prepare a request for reimbursement itemizing actual expenses incurred and including a copy of the training authorities' certificate of completion or grade report.
- C. Paid receipts for pre-approved training and/or education costs must accompany the request for reimbursement. The City will reimburse the employee for only those costs that have been pre-approved and for which paid receipts are attached to the reimbursement request.
- D. Employees requesting reimbursement must submit the request, with the required documentation, within thirty (30) calendar days following successful completion of the approved course(s). Requests not received within thirty (30) days will not be considered for reimbursement, unless good cause is shown.

Section 8.5. Training Allowance

The City will provide up to \$1,000 per year, per bargaining unit member towards career relevant training. Members understand that should they be scheduled for training such as the FBI academy, Northwestern, or Southern Police Institute that these funds would be expected to be applied towards that training.

ARTICLE 9 - ANNUAL LEAVE

Section 9.1. Annual Leave

Members of the bargaining unit shall receive annual leave benefits as follows:

<u>Years of Employment</u>	<u>Hours of Leave Accrued</u>	
	<u>Annually</u>	<u>Monthly</u>
1st year	96 hours	8 hours
2 nd through 4 th year	104 hours	8.67 hours
5th year	120 hours	10 hours
6 th through 7 th year	128 hours	10.67 hours
8 th through 9 th year	136 hours	11.33 hours
10th year	144 hours	12 hours
11 th through 14 th year	152 hours	12.67 hours
15 th year	168 hours	14 hours
16 th through 19 th year	176 hours	14.67 hours
20 th through 22 nd year	184 hours	15.33 hours
23 rd through 25 th year	192 hours	16 hours
26 th year and thereafter	198 hours	16.5 hours

Section 9.2. Scheduling Annual Leave

Annual leave shall be granted to the employee at the time of the employee's choosing provided the departmental work schedule would not be adversely affected.

Section 9.3. Maximum Accrual

Employees can maintain two times their annual accrual rate of annual leave. Annual leave will be audited on December 31 of each year. Employees may exceed the maximum accrual limit on January 1 of the following calendar year, but it is the employee's responsibility to ensure that accrued annual leave hours are at or below the maximum accrual by March 31st of the following calendar year. Executive Leave and Holiday accumulation and use are considered separate from annual leave accrual and use.

The City will allow annual leave so as to maximize the opportunity for employees to utilize annual leave so they may comply with the maximum accrual limit.

These provisions do not prohibit carryover of annual leave hours beyond the maximum limit when exceptional circumstances exist. Carryover past March 31st of the following calendar year can only occur when requested by employees in writing and when approval is granted by the Police Chief and/or Human Resources Director. Approval of carryover is done on a case-by-case basis and does not serve as precedent for any subsequent requests.

ARTICLE 10 - PENSIONS

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statute.

ARTICLE 11 - BEREAVEMENT

Employees shall be entitled to use bereavement leave in accordance with City Policy.

ARTICLE 12 - MANAGEMENT RIGHTS

Section 12.1. General Management Rights

The Association recognizes that areas of responsibilities must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

- A. Determine the management organization, the selection, retention, and promotion for occupations not within the scope of this Agreement.
- B. Direct employees of the City in the performance of their official duties.
- C. To hire, evaluate, promote, transfer, assign, and retain employees in positions in the City, and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
- D. To determine the use of technology, equipment, methods, means, and personnel by which departmental operations are to be conducted.
- E. To prescribe uniform dress to be worn by commissioned employees.
- F. To take whatever actions may be necessary to carry out police functions in emergency situations.
- G. To determine the necessity of overtime and the amount thereof.
- H. To maintain efficiency of government operations entrusted to management.
- I. To determine and administer policy.

The above listing of specific management rights is not intended nor shall be considered restrictive of, or as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Association by specific provisions of the Agreement.

Section 12.2. Volunteers and Temporary Employees

The Association and the City have historically worked together to resolve issues related to the use of volunteers and temporary part-time employees. The parties desire to retain this cooperative spirit, and agree on the following:

1. The City will have the discretion to hire back former members of this bargaining unit as temporary part-time employees or contractors for limited hours to allow for training and transition of organizational knowledge, duties and responsibilities, to work on special projects, and to perform other work as mutually agreed to between the City and the Association. The hiring of former members shall be at the discretion of the City. However, the special project(s) or other work to be performed by the temporary employee or contractor shall be negotiated and mutually agreed to between the City and the Association.
2. The City will not hire any temporary part-time employees, other than those referred to in paragraph A above, to work within the bargaining unit without obtaining written agreement from the Association; and
3. The City may continue to use volunteers for records filing at the training center, for pawn shop data entry and crime prevention.

In addition, the Association recognizes that the City may want to use other volunteers, or temporary employees as the needs of the City change due to growth in geographical size and population, etc. Whenever such changes would affect the wages, hours and working conditions of the Association's membership, the City must bargain with the Association before using volunteers or temporary employees to do work currently done by Association members. While the Association agrees to give such proposals careful consideration and bargain in good faith, the Association is not required to enter into any such agreement. In the event the parties are unable to reach agreement, either party may request expedited interest arbitration, to be governed by the provisions of RCW 41.56.430.

ARTICLE 13 - PERFORMANCE OF DUTY

Section 13.1. Non-Strike Provisions

Nothing in this agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability. The Association agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference to the normal operation of the Kent Police Department.

Section 13.2. Performance of Duty

It is agreed that all members of the bargaining unit shall perform all functions and duties required by laws of the State of Washington, ordinances of the City of Kent, and Civil Service rules and regulations and operating policies of the department.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1. Grievance Definition

Any dispute between the Employer and the Association or between the Employer and any employee covered by this Agreement concerning the application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Section 14.2. Representation During Grievances

Grievances processed through Step 4 under Section 14.5 below of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employee representatives involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay.

Section 14.3. Exceptions to Time Limits

Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. Failure by the Association and/or employee to comply with any time limitation in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation in this Article shall allow the Association and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step.

Section 14.4. Class Action

A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Association (containing all information referenced in Step 1 below) and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

Section 14.5. Steps and Time Limits

A grievance shall be processed in accordance with the following procedure:

Step 1 A grievance shall be reduced to writing and presented by the aggrieved employee and/or the Association representative within fourteen (14) calendar days of when the employee knew or should have known of the alleged contract violation to the employee's immediate supervisor. The written grievance shall contain the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The parties agree to make every effort to promptly settle the grievance at this stage. The immediate supervisor shall answer the grievance within ten (10) calendar days after being notified of the grievance.

Step 2 (if applicable)

If the grievance is not resolved as provided in Step 1, it shall be forwarded to the Assistant Chief, if applicable, by the aggrieved employee or Association representative within ten (10) calendar days. The Assistant Chief shall answer the grievance within ten (10) calendar days.

Step 3 If the grievance is not resolved as provided in Step 2 (or if it is advanced from Step 1 because Step 2 is not applicable), it shall be forwarded by the aggrieved employee or Association representative to the Police Chief with a copy to the Human Resources Director within fourteen (14) calendar days after the Step 2 answer (or Step 1 answer if Step 2 is not applicable). The Police Chief shall convene a meeting within fourteen (14) calendar days after receipt of the grievance between the aggrieved employee and Association representative, together with Department representatives as designated by the Chief. The Human Resources Director or a designee may attend said meeting. Within fourteen (14) calendar days after the meeting, the Police Chief shall forward a reply to the Association.

Step 4 If the grievance is not resolved as provided in Step 3, or if the grievance is initially submitted at Step 3 pursuant to Section 14.4 Class Action, the grievance shall be forwarded within fourteen (14) calendar days after receipt of the Step 3 answer. Said grievance shall be submitted by the Association to the Chief Administrative Officer with a copy to the Police Chief. The Chief Administrative Officer or a designee shall investigate the grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties within fourteen (14) calendar days of the receipt of the grievance. The Chief Administrative Officer shall thereafter forward a written reply within fourteen (14) calendar days after receipt of the grievance or the meeting between the parties, whichever occurs later.

Step 5 If the grievance is not settled in Step 4, either of the signatory parties to this Agreement may refer the grievance to arbitration. Within thirty (30) calendar days of the Step 4 response, the party seeking arbitration shall submit a letter to the opposing party indicating their intent to arbitrate and requesting the selection of an arbiter.

Cases that are referred to arbitration shall be accompanied with the following information.

- a. Identification of section(s) of the Agreement allegedly violated;
- b. Nature of the alleged violation; and
- c. Remedy sought.

The City (through its Chief Administrative Officer or designee) and the Association may select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a list of nine (9) Washington and Oregon arbitrators obtained from the Federal Mediation and Conciliation Services, each party alternately striking a name from the list until only one name remains.

Section 14.6. Arbitrator's Authority

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association, and the employee(s) involved.
3. The cost of the arbitrator shall be borne equally by the City and the Association, and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
5. Any arbitrator selected under Section 14.5, Step 5 of this Article shall function pursuant to the rules and regulations of the Federal Mediation and Conciliation Services unless stipulated otherwise in writing by the parties to this Agreement.

Section 14.7. Election of Remedies

Actions subject to this contract grievance procedure or pertinent Civil Service appeal procedures must follow either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission, including applicable deadlines. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. An election between those procedures shall be made within thirty (30) calendar days of the filing of the grievance or the commencement of the Civil Service hearing, whichever comes first. The Employer shall endeavor to accommodate the work schedule of employees who are the subject of a Civil Service hearing or grievance arbitration, provided that the Employer is not required to alter the schedule of any employee to make this accommodation.

Section 14.8. Retroactivity

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fourteen (14) calendar days or less prior to the initial filing of the grievance.

ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS

The City retains the right to adopt rules for the operation of the Kent Police Department and the conduct of its employees provided that such rules do not conflict with City Ordinances, City and State Civil Service rules and regulations as they exist, or any provision of this Agreement. It is agreed that the City has the right to discipline, suspend, or discharge any employees for just cause.

The investigation of complaints of misconduct by any officer will be handled in accordance with Kent Police Department Policy and Procedures Manual (Standards) and this Agreement. This Agreement shall control in the event of a conflict between the Standards and this Agreement.

Section 15.1. Bill of Rights

In an effort to ensure that investigations made by an employee, as designated by the Chief of Police of the Kent Police Department, are conducted in a manner which is conducive to good order and discipline, the members of this bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights" as follows:

- A. At least twenty-four (24) hours before an interview commences, the subject of an internal investigation shall be informed, in writing, of the following:
 1. That the employee is considered a subject of the internal investigation;
 2. The nature and a summary of the allegation(s), as well as the date and location that the alleged misconduct occurred;
 3. Whether the employee is suspected of committing a criminal offense and/or misconduct that would be grounds for termination, suspension, or other disciplinary action (greater than written reprimand);
 4. The name of the complainant or the victim; provided, that in the event the employee is suspected of committing a criminal offense, disclosure of the identity of the complainant or the victim may be withheld in the event disclosure would jeopardize the safety of the complainant or victim;
 5. The employee's right to have a KPOA representative present during the interview. In addition, the employee shall be afforded an opportunity and facilities to contact and consult with a KPOA representative and its attorney prior to the interview.

6. The name of the officer(s) in charge of the investigation and the name of the officer who will conduct the interview. If the person conducting the investigation and/or interview is not a Kent Police Department employee, then his/her place of employment will also be provided.
- B. The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise.
- C. At the cost of the requesting party and in accordance with Chapter 9.73 RCW, the employee who is subject of an internal investigation or the City may request that the interview be recorded, either mechanically or by a stenographer. In the event the interview is recorded, there shall be no "off-the-record" questions. Upon request, the employee under investigation shall be provided an exact copy of any written statement the employee has signed, or at the employee's expense a verbatim transcript of the interview. Employees interviewed as witnesses shall also be entitled to an exact copy of any written statement he/she has signed.
- D. Interviews shall be completed within a reasonable time and shall be performed under circumstances devoid of improper intimidation or coercion. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his/her representative, and rest periods.
- E. No employee shall be required to submit to a polygraph examination. The employee will not be dismissed or have any other penalty imposed upon him or her for not taking this examination. This provision shall not apply to the initial application process for employment.
- F. Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law. During an investigation in which an employee has been advised of his or her *Garrity* warnings, the employee will be compelled to answer questions directly related to and narrowly focused on the investigation. However, any information gained from the employee cannot be used in any criminal investigation.
- G. Should any section, subsection, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- H. The Association recognizes the administration's effort to improve procedures involving complaints against its members. In an effort to ensure that these procedures are accomplishing their goals, there will be an annual review of the procedures in a meeting between the Association and the department's administration.

- I. The City shall not require employees who are subject of an investigation to be subjected to visits by the press or news media; nor shall their home addresses or contact information be given to the press or news media without the respective employee's consent (unless otherwise compelled by law).
- J. Upon completion of the investigation, the employee under investigation shall be promptly informed of the results of the investigation, i.e., whether the complaint is preliminarily determined to be unfounded, exonerated, not sustained, or sustained. If the preliminary findings of the investigation are that the complaint should be sustained, or other misconduct found, the employee and his or her KPOA representatives shall be furnished a complete copy of the investigation report and file prior to making a final decision and sufficiently in advance of any *Loudermill* Hearing.

Section 15.2. Psychological Evaluations

The purpose of this Section is to balance the interest of the Employer in obtaining a psychological evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, in the least intrusive manner as possible, and in a manner as to protect the employee's right to privacy.

A. Conditions Under Which Evaluations Will Take Place:

- 1. No evaluation will take place without there being a reasonable suspicion to believe that an employee is psychologically unfit to perform the job. If the employer has facts which provide reasonable suspicion that an employee may be psychologically unfit for duty, the employer will bring those facts to the attention of a doctor chosen by it from a list of doctors previously agreed to by the Employer and the Association. In the event the City and the Association do not reach agreement on an appropriate list, the City may select a doctor of its choosing. The employer may refer the employee to the selected doctor for evaluation.
- 2. Any relevant medical history of the employee which the examining doctor requests shall be released by the employee only to the examining doctor.
- 3. Whenever an employee is directly involved in an incident which results in a fatality, the employee will be required to have a psychological assessment and counseling prior to returning to full duty. Employees who are indirectly involved in such fatal incidents are encouraged to seek psychological assessment and counseling. The City will continue to pay for these visits.

B. Results of the Evaluation:

- B. Effective January 1, 2020, all members of the bargaining unit shall receive a wage increase of 100% of Seattle-Bellevue-Everett CPI-W, June, with a minimum of 1% and a maximum of 4.25%.
- C. Effective January 1, 2021, all members of the bargaining unit shall receive wage increase of 100% of Seattle-Bellevue-Everett CPI-W, June, with a minimum of 1% and a maximum of 4.25%..

Subsection 16.1.1 Wage Separation

There shall be an 18% wage separation between Commander and Assistant Chief at the signing of the contract.

Section 16.2. Community Service Duties

It is important to the effective operation of the Kent Police Department to have its police management staff participate in community service activities and organizations. The police management staff's involvement in the Kent community serves as an extension of the department's community policing philosophy. It also assists to establish the department's presence in the community and strengthens our commitment of service to the Kent community.

To this end, the parties agree to the following:

1. Assistant Chiefs of the bargaining unit will have consistent participation in a community service organization or program which serves the citizens of Kent or on behalf of the Kent Police Department as approved by the Chief;
2. The City shall pay the annual membership fees and weekly meal cost associated with these organizations as applicable by receipt and reimbursement; and
3. The City shall also compensate the Assistant Chiefs for such participation in the amount equivalent to 1.5% of their base salary.

Although Commanders are not required to participate in community service organizations, voluntary consistent participation is encouraged by the City. Commanders who voluntarily participate in a community service organization shall be reimbursed for the annual membership fees and weekly meal cost associated with these organizations as applicable by receipt and reimbursement. They will also receive the amount equivalent to 1.5% of their base salary.

Section 16.3. Working Out of Classification

- A. Any Assistant Chief who is assigned to perform duties of the Police Chief for periods of three full days or more, shall receive acting pay. An employee acting as Police Chief or Deputy Police Chief shall be paid at the Deputy Chief's base pay rate. If the Department does not have a Deputy Chief assigned, the acting

employee shall receive acting pay of ten percent (10%), not to exceed the Police Chief's actual base pay.

- B. Any Commander who is assigned to perform duties of a higher-level classification for periods of three full days or more, shall be paid at the rate of the higher classification.
- D. Police administration must make formal acting assignments before provisions of this section apply, naming person placed in temporary classifications, temporary rank, and length of time employee will be working out of his/her regular classification.
- D. The employee acting as Police Chief or Deputy Chief shall still maintain all of the benefits afforded this Agreement for the duration of the acting assignment, even though the above positions are non-represented positions.

Section 16.4. Longevity and Education Incentive Pay

The following longevity and educational incentive schedule will remain in effect for the term of this contract. Longevity pay and educational incentive pay shall be applied to the monthly base salary of eligible employees.

Subsection 16.4.1. Longevity Pay

Employees who have completed the following years of continuous service as a regular City employee shall be paid longevity pay in accordance with the schedule below:

<u>Completion of</u>	<u>Pay</u>
5 years	Two percent (2%)
10 years	Four percent (4%)
12 years	Four ½ percent (4.5%)
15 years	Six percent (6%)
20 years	Nine percent (9%)
25 years	Eleven percent (11%)
30 years	Eleven ½ percent (11.5%)

The Longevity schedule may change in accordance with Article 17 Future Changes.

Employees shall receive longevity pay for the highest level of longevity with the City. There shall be no pyramiding of longevity pay.

Subsection 16.4.2. Educational Incentive

Educational incentive pay shall be awarded to qualified employees who have obtained an Associate (AA) or Bachelor's (BA) degree in accordance with the schedule below. Employees who have attained a Master's (MA) or Doctorate (PhD) degree shall be paid at the Bachelor's (BA) level. Those employees who have attained a "Junior" status at an accredited university or college will receive the same compensation as

an employee with an AA degree. In order to qualify for the compensation, all of the credits earned must be consolidated with one accredited university or college.

<u>Degree</u>	<u>Pay</u>
Associate (AA)	Three percent (3%)
Bachelor (BA or BS)	Six percent (6%)

There shall be no pyramiding of educational incentive pay.

It is the employee's responsibility to provide proof of qualification. Employees who fail to notify Police Administration of their educational incentive pay qualification within twelve (12) months of attaining such qualification will not be eligible for retroactive educational incentive pay.

Section 16.5. Effective Date of Compensation Increases

The effective date for all increases in compensation shall be the first day of the month of the employee's anniversary or when otherwise eligible.

Section 16.6. Clothing and Equipment

- A. The City shall furnish employees with clothing and equipment necessary to enable them to perform their assigned duties. Quantity of items shall be in accordance with past practice.
- B. Necessary articles of equipment may include, but are not limited to, flashlights, batteries, notebooks, computers, pens/pencils and other necessary minor articles of equipment of a nature specified herein. In addition, this includes any safety equipment which might be formally recommended by the police administration and funded with the Police Department budget.
- C. The City will repair or replace damaged clothing or equipment due to normal wear and tear in service. Unusual repairs required to be made because of neglect or abuse by the employee shall be paid for by the employee responsible.
- D. The City shall provide uniforms in accordance with past practice. Cleaning and laundry of uniforms supplied by the City shall be the responsibility of the employee. Approved accessories to the uniform, which are optional in nature, shall be provided by the employee according to personal preference.
- E. Employees who suffer a loss or damage to appropriate personal property and/or clothing in the line of duty shall be reimbursed for such loss or damage by the City in an amount up to \$300.00 per occurrence. However, employees are generally expected to use reasonably priced personal property/accessories while on duty.
- F. Members of the bargaining unit will be allotted:

Seven hundred dollars (\$700) per year, less applicable taxes as required by the US Internal Revenue Service, which will be paid on the first paycheck in February. This allowance may be used for the purchase of business attire or dress shoes for work or to cover the cost of dry cleaning such attire.

Section 16.7. Compensation for Training

The City agrees to compensate any employee for training time which is a result of an employee's required attendance at any symposium, seminar, or training school.

Section 16.8. Timely Compensation

Employees will receive their pay by direct deposit or a pre-paid debit card

For employees who participate in the direct deposit option offered by the City for automatic deposit of paychecks to the banking institution of the Employee's choice, it is agreed that the timeliness of having funds available by 12:00 (noon) of any given payday can no longer be guaranteed by the City due to the possibility of unforeseen banking computer system problems that may arise from time to time. Employees who participate in this program do not have a 12:00 (noon) guarantee insofar as the banking transfer network system is concerned. It is mutually understood that the City has no control of the timeliness of funds being available once transmitted electronically. However, it is also understood that normal paydays do occur on the 5th and the 20th of each month and that the City will initiate the electronic transfer of employee pay on the 4th and 19th of each month to employee accounts.

Section 16.9. Deferred Compensation

- A. The City will contribute three percent (3%) of a command staff member's annual base pay to each bargaining unit member's 457 deferred compensation program.
- B. The City's total annual maximum contribution will be calculated based on the pay rate effective January 1 each year, and that amount will then be divided and contributed over the twenty four (24) pay periods in the year. The employee will make their participation choice within a two-week annual enrollment period as designated by Human Resources. Changes to the employee's portion of Deferred Compensation contributions may be made mid-year, but the City's contribution will be set during the designated open enrollment period.
- C. New hires or newly promoted employees will be eligible to commence participation in the City's contribution into their deferred compensation program based on their date of hire or date of promotion into this bargaining unit. If an employee is hired/promoted between the 1st and 7th or the 16th and 22nd of the month, the employee will be eligible for the full contribution amount for that pay period. If an employee is hired between the 8th and 15th

or the 23rd and the end of the month, the employee will not be eligible to participate in the contribution program until the following pay cycle.

The designated open enrollment period for a new hire or newly promoted employee for the initial employment/promotion year shall be the employee's first two weeks of employment/promotion with the Kent Police Department in this bargaining unit.

Section 16.10. Accreditation Pay

The salary levels provided herein shall be increased by one percent (1%) in recognition of the Kent Police Department's accreditation status. The additional salary shall remain in effect during the period of the Agreement for as long as the Department retains its accreditation.

Section 16.11. Call Back Pay

Commanders "called back" to work with less than seven (7) days' advance notice shall receive a minimum of four (4) hours pay at the overtime rate for the work for which they were called back. This provision does not apply to call backs that occur within three (3) hours prior to the start of a shift or less than one (1) hour after the end of a shift. Call backs must be cleared with the Chief whenever feasible. Telephone calls do not constitute call backs. Community meetings of a non-emergency nature that are scheduled with more than seven (7) days' advance notice will not constitute call backs.

The parties recognize the value of developing strong working relationships with communities that share religious, ethnic, national and other cultural characteristics. The parties agree that the above callout provision does not apply to command staff attendance at events organized by these communities. The Chief will endeavor to send a representative of the Kent Police Department who is already on-duty at the time of the event. If the Chief determines that another member of the command staff is a more appropriate representative of the Kent Police Department, and that member is not on-duty at the time of the event, they shall attend the event and flex their time accordingly.

Section 16.12 Fitness Incentive

To encourage employees to maintain a healthy lifestyle and physical fitness, the city will conduct a physical fitness test. In order to earn the incentive, the employee must participate in this incentive program as follows:

1. Employees will participate in the city's wellness program and achieve a gold level by December 31st of the incentive year.
2. Employees will successfully complete the Physical Agility Test (PAT) twice (2) during the incentive year.

3. Payment of the \$500 incentive for employees who passed the examination during the year and achieved Gold level, will be made once a year on the January 20th pay check of the following year; and

4. Probationary Employees who pass the physical fitness tests but are separated from employment prior to December 31st of that year will not be eligible for the incentive payment.

The PAT will be a design that is approved by the Chief of Police.

Section 16.13 Recruiting Incentives

The following provisions will apply to the Recruiting Incentive Program:

The purpose of these monetary incentives is to assist in the recruitment and hiring of entry level and experienced police officers (i.e. lateral officers) into the Department.

A. Officer Referral Incentive

- The Recruiting Incentive is \$1,000 for an entry level police officer, and \$2,000 for a qualified lateral police officer, less all applicable payroll taxes and deductions.
- To qualify sworn personnel for the Recruiting Incentive, the police officer candidate referred must be successful in the Civil Service hiring process and must have received and accepted a final offer of employment. A conditional offer of employment does not qualify the referring police officer for the Recruiting Incentive.
- Upon receipt of a completed and timely Personnel Change Request form (PCR), the effective date of which will be the date of hire for the recruited officer, the Recruiting Incentive will be processed for payment on the next regular pay date. If the PCR is received after the PCR cut-off date, the Recruiting Incentive will be processed for payment on the next following pay date. The following sworn personnel are not eligible to receive the Recruiting Incentive: police officers assigned as Recruiting Officers (including the Recruiting Officer, Background Investigators and the first line supervisor for the recruitment unit); and police officers who recruit a candidate from a Department sanctioned event (i.e., job fair or PST testing event).
- Department Administration shall routinely examine the effectiveness of this incentive program.

Recruitment of current City of Kent Corrections Officers into the Corrections Officer-to-Police Officer program are excluded from this Recruiting Incentive

B. Lateral Officer Hiring Incentive

1. The following qualifications must be met in order for a lateral recruit to qualify for the incentive pay:

- At the time an offer of employment is extended, the recruit must be currently employed as a law enforcement officer with a city, county or state law enforcement agency.
- The recruit must meet the minimum requirements for admission to the Equivalency Academy as described by the Washington State Criminal Justice Training Center.
- The recruit must have successfully completed FTO/PTO and successfully completed probation with the candidate's current agency.

2. The total amount of the hiring incentive will be \$10,000, less applicable taxes from the Internal Revenue Service or other required deductions, and will be payable in two equal installments. The first installment of \$5,000 will be paid on the first pay period of the recruit, and the second installment of \$5,000 will be paid during the pay period following successful completion of any probationary period. The second installment shall not be issued to any lateral recruit who does not successfully complete the probationary period.

3. As a condition of acceptance of the first installment of the lateral incentive, probationary lateral officers agree to repay the City the amount received (\$5,000) if they voluntarily separate from employment with the City within the probationary period. The lateral recruit that receives the incentive payment will sign an acknowledgement they understand they will repay the City under this condition, that the City may use a lien against salary in order to obtain repayment, and that if the debt is not collected in full, the remaining balance may be sent to a third party collections agency.

Police Administration shall continually examine the effectiveness of these incentive programs.

While the parties agree to the above incentive program, the KPOA also specifically agrees that the incentive program may be terminated or altered at the sole discretion of the Police Chief, and such termination or alteration is considered a management right. Furthermore, the above shall not set a precedent with regard to the amount, qualifications, and structure of payout of this incentive, which is within the Police Chief's management right to determine. The KPOA also agrees that this incentive program is for the sole purpose of attracting lateral recruits to the Kent Police Department, and shall not be utilized as a basis for seeking additional salary for its members.

Section 16.14 Comparable Jurisdictions

The following were mutually agreed as comparable jurisdictions during the negotiation of this Agreement.

AUBURN
BELLEVUE
EVERETT
FEDERAL WAY
KIRKLAND
RENTON
VANCOUVER

For the purpose of negotiating wages for future contracts, both parties reserve the right to discuss the comparable jurisdictions to be used.

ARTICLE 17 – FUTURE CHANGES

The City of Kent ("City") and the Kent Police Officers Association ("Association"), representing police Assistant Chiefs and Commanders ("Association CL"), agree that it would be mutually beneficial to minimize the bargaining process in the future. The members of the Association CL are supervisors at the City, and protracted bargaining is detrimental to the overall management and operation of the Police Department and the City.

As such, the parties have agreed that with regard to the major economic items of wages, medical insurance, deferred compensation, and longevity, the mutual expectation of the parties is that the Assistant Chiefs and Commanders will receive the same changes as received by the members of the rank and file unit. For wages, this means that the timing and amount of the annual percentage increase will be the same for the two bargaining units. If there is a change in the deferred compensation contribution or longevity schedule of the rank and file unit, it will also be applicable to the Association CL. Any health care changes agreed to by the rank and file unit (including, without limitation, changes in employee premiums or co-pays, plan changes, and/or plan redesign) will be effective for the Association CL at the same time that they become effective for the rank and file unit.

It is also recognized that on occasion the rank and file unit will negotiate an increase in wages, deferred compensation or longevity in exchange for increased flexibility or other management objective(s) of the City. The intent of the parties is that when this occurs, the City may reopen this Agreement in order to negotiate a similar or related change for the Association CL. In this event, the increase in wages, deferred compensation or longevity will become effective only upon resolution of the reopened contract bargaining as will the change in the contract itself. In the event the change is unique to the rank and file unit and does not affect the wages, hours or working conditions of the Assistant Chiefs' and Commanders' unit, and the increase in wages, deferred compensation or longevity is clearly linked to the change in the wages, hours or working conditions of the rank and file bargaining unit, the increased compensation will not be applicable to the Association CL.

Any changes to any wage, hour or working condition contemplated after the expiration of this agreement and during a contract hiatus, shall not be implemented until such time as the parties have signed a new bargaining agreement. This Article

is not intended a.) to interfere with negotiated effective dates of changes in labor agreements between the City of Kent and the Assistant Chiefs' and Commanders' bargaining unit; or b.) in any way to prohibit the parties from mutually agreeing to wages, hours and working conditions (either higher or lower) than that which exists in the rank and file unit.

This agreement is intended to provide guidance to both the parties and to any future interest arbitrator. In reaching this agreement, the parties recognize that their future negotiations will be guided by the rank and file settlement and economics. In any interest arbitration proceeding, there shall be a strong presumption that the status quo doctrine shall be applied to the bargaining and economic relationships established by this agreement, rather than reliance on comparables.

ARTICLE 18 - INSURANCE COVERAGE

Section 18.1. Health Care Insurance

Subsection 18.1.1. Plans Offered

For the term of the contract, the following health care plans are offered to bargaining unit members:

- A. Premera Blue Cross, \$15 copay Plan
- B. Kaiser Permanente (HMO), with copays for office visits and prescription drugs and \$75 copay for emergency room visits; Washington Dental Service;;
- C. Health Savings Account (HSA) and High Deductible Health Plan; and
- D. 80/20% Traditional Plan.

If an employee elects option C or D above, the employee will no longer be eligible to select option A in the future.

This Subsection may also be modified in accordance with Article 17 - Future Changes.

Subsection 18.1.2. Employee Coverage

Employees in the bargaining unit shall receive a fully paid health care plan, as noted in subsection 18.1.1 above, underwritten by a company who provides such insurance nationwide. The premium cost shall be paid by the City. Employees are responsible for deductibles and copays.

Subsection 18.1.3. Dependent Coverage

Employees in the bargaining unit have dependent coverage available under the plans offered by the City. The employee shall pay the monthly premiums for such health plan depending upon the coverage and plan elected.

- A. For employees who select \$15 copay (PPO) plan or the Kaiser Permanente Plan, the employee shall pay fifteen percent (15%) of the dependent's portion of the monthly premiums, of the selected plan, to a maximum of two hundred and two dollars (\$202.00) per month.
- B. Employees who select the 80/20% Traditional Plan shall pay for their dependents' portion of the monthly premiums at the same rate as non-represented employees.

This Subsection may be modified in accordance with Article 17 - Future Changes.

Subsection 18.1.4. HSA Funding

For employees who select the Health Savings Account (HSA) with the High Deductible Health Plan (HDHP) who wish to receive city funding must participate in the Wellness program. Employees will have until December 31st to earn wellness points to receive the following HSA Funding. Employees who achieve Gold will receive \$1,500, those that achieve Silver will receive \$1,000, and those that achieve Bronze will receive \$500. The funding an employee achieves will be front loaded to the HSA account on the January 20th payroll check of the following year. New hires will be prorated for their hire date at the gold Wellness level applicable to that year.

This Subsection may be modified in accordance with Article 17 - Future Changes.

Subsection 18.1.5. Retiree Medical Savings Plan

The KPOA will establish a Health Retirement Account (HRA) Voluntary Employees' Beneficiary Association (VEBA) to reimburse out-of-pocket medical care costs, as defined by the IRS, for eligible future retirees and their dependents. The KPOA and the City will work together to determine the administration of this fund, including any administrative details related to it.

This program will remain in place for the length of this contract and will discontinue effective December 31, 2021. The City and KPOA will continue to work towards establishing a program that is able to be integrated into the contract.

At the expiration of this contract, the City and KPOA will evaluate the program's effectiveness and financial sustainability, and may modify the program or discontinue the program at either party's discretion. The parties agree to reopen for the purpose of negotiating plan design.

Eligibility

Kent Police officers will be eligible after attaining a minimum of 68 points, based on a combination of age plus years of service, where one point is awarded for each year of age and one point for each year of service. To be eligible, the employee must be at least 53 years old, but not to exceed the age of 54 plus one month, and must retire no later than one month after turning 54 years old. A minimum of 15 years of service must be completed as a Kent Police Officer or Sergeant. The eligibility score is calculated based on the employee's intended retirement date.

The city agrees to review additional employees over the allotted one position, per year, on a case-by-case basis, which shall not be precedent-setting.

Employees who wish to be eligible for this benefit in 2019 must declare their intent to retire by April 30th, 2019, to determine seniority and eligibility. On May 1st, a list will be compiled by KPOA and those retirees with the most points will be identified and informed of their eligibility for the benefit.

For the life of this contract, the age cap on eligibility will be waived.

Benefit

The one employee with the highest eligibility points, upon retirement in good standing, will be enrolled in the KPOA HRA VEBA and will receive a stipend of \$800 per month. The stipend payment will begin on the first month of retirement and end the month they turn 65 years of age.

Once an employee is enrolled in the VEBA program, they will remain enrolled until the month they reach 65 years old, regardless of changes in the contract.

Enrollment

Employees who wish to be eligible for this benefit must declare their intent to retire by June 30th of the year prior to retirement, to determine seniority and eligibility. On July 1st, a list will be compiled by KPOA and those retirees with the most points will be identified and informed of their eligibility for the benefit.

Exclusions

Employees who return to employment with the city (in a non-sworn position) will have their VEBA benefit paused while employed, and will then be reinstated upon separation with the city until the month they reach 65 years of age.

Indemnification

The KPOA agrees to indemnify, defend, and hold the City harmless from any and all liability, claims, demands, suits or any other loss, damage, or injury to persons or property arising from or related to the provisions of this section.

Section 18.2. Life Insurance

The City shall pay the entire premium for double indemnity life insurance coverage for each eligible member of the bargaining unit. The amount of life insurance shall be

equal to one times the employee's annual base salary to a maximum of 150,000 and a minimum of \$25,000.

Section 18.3. Long Term Disability Insurance

The Kent Police Officers Association shall determine and administer the premiums and benefits of its own Long Term Disability insurance program.

The City's only responsibility is to make premium deductions as specified by the KPOA through Association members' payroll on behalf of the KPOA.

Section 18.4. Forms Handling

- A. The Association and its membership agree to cooperate with the City in all requirements relating to insurance forms and processing such. It is mutually agreed that forms handling is a necessary part of the employee and City's duties, and that expeditious handling is in the best interest of both parties.
- B. Each employee shall be responsible for obtaining and filling out necessary application forms, change in coverage forms, or providing other information necessary to determine eligibility for insurance coverage.

Section 18.5. Health Care Committee

The parties agree that the Association's participation on the City's Health Care Committee has been mutually beneficial. The parties recognize that there must be representation and participation by all Unions on the Committee. Therefore, the Union agrees to designate two (2) representatives to participate in the Health Care Committee.

Section 18.6. Hepatitis B Vaccination Program

The City will provide employees with the opportunity to receive vaccinations and the follow-up tests to help prevent contraction of the Hepatitis B virus. The program will be voluntary in nature and in accordance with applicable Washington State Law, WISHA directives, and Labor & Industry regulations, and Kent Police Department policies. Employees who wish to waive their opportunity to receive vaccinations and follow-up tests after exposure must sign a waiver form.

Section 18.7 Line of Duty Death Benefits

In the event of the death of a police officer while on duty, the City will provide medical, dental and vision benefits to the eligible dependents of the police officer. The following limitations shall apply:

- The benefits provided by this Agreement shall be provided for twelve (12) calendar months following the month in which the death occurs.
- Only eligible dependents of the police officer who are covered on the City's medical, dental and vision plans at the time of the police officer's death are eligible for the benefits provided herein; provided, that a child born to or

adopted by the spouse of a police officer after the death of the officer but prior to the expiration of the period in which the benefits are provided pursuant to this Agreement shall be eligible for the benefits provided for herein.

- In lieu of providing the medical, dental and vision benefits required herein, the City may, at its discretion, provide funds in an amount equivalent to the cost of coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) for the twelve (12) month period.

ARTICLE 19 - MILITARY LEAVE

Employees of the bargaining unit shall be granted days off for paid military leave in accordance with City Policy 3.6 - Military Leave or as required by state and/or federal law.

ARTICLE 20 - TOBACCO FREE WORK PLACE

The Association and the City agree that in order to create a healthy work environment, to protect the public and reduce overall risk, the members of the bargaining unit agree to comply with the City and Department policies concerning "Tobacco Use".

ARTICLE 21 - SUBSTANCE ABUSE TESTING

The procedure outlined in this article for drug and alcohol testing shall become a part of the Labor Agreement between the City of Kent and the Kent Police Officers Association, and shall be covered by all applicable articles within that Agreement.

Section 21.1. Substance Abuse Policy

The City and the Association recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drug. Nothing in the passage of I-502 in 2012 changes the intent of this Article or department policy 13.1.1 (Code of Conduct).

While the City wishes to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 21.5 and 21.6 of this article. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

Section 21.2. Informing Employees About Drug and Alcohol Testing

All employees shall be fully informed of this 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 City shall inform the employees on how the tests are conducted, what the tests can determine and the consequence of testing positive for drug use. No employee shall be tested before this information is provided to him/her.

Employees who voluntarily come forward and ask for assistance with an alcohol and/or chemical dependency shall not have that dependency used as the basis for disciplinary action by the City.

The City encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the City makes available the Employee Assistance Program (E.A.P.). Any employee who notifies the City of alcohol or chemical abuse problems will be given the assistance offered to employees with any other illness. As with other illnesses, the City may grant sick leave, vacation leave or leaves of absence without pay for treatment and rehabilitation of drug and alcohol abuse.

Any decision to voluntarily seek help through the Employee Assistance Program, or privately, will not interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence.

Section 21.3. Employee Testing

Unless otherwise required by federal law, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable suspicion for the purposes of this article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have adequate opportunity to observe these changes.

Section 21.4. Sample Collection

The collection and testing of 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 National Institute of Drug Abuse (NIDA). The laboratory

chosen must be agreed to by the Association and the City. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right for Association and/or legal representation to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this article.

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 NIDA. 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 laboratory's paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test result.

Section 21.5. Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure 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	1000 ng/ml

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

If initial test results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/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
Opiate metabolites	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
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 files.

Drug test results gathered under this article will not be used in a criminal investigation or prosecution.

Section 21.6. Alcohol Testing

A breathalyzer or similar equipment certified by the state toxicologist shall be used to screen for alcohol use, and if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.04 grams per 210 L. of breath. That is, if both breaths register at .04 or above, that constitutes a positive test. If only one breath is at .04 or above and the other is below .04, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Section 21.4, shall apply. A positive blood alcohol level shall be 0.04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

Section 21.7. Medical Review Physician

The Medical Review Physician shall be chosen and agreed upon between the Association and the City and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting 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 alternative medical explanations for any positive test results. This action shall include conducting a medical review 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 relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

Section 21.8. Laboratory Results

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of any positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public.

Section 21.9. Testing Program Costs

The City shall pay for all costs involving drug and alcohol testing as well as the expenses associated with the Medical Review Physician. The City shall also reimburse each employee for their time and expenses including travel incurred involving the testing procedure only.

Section 21.10. Rehabilitation Program

Any employee who tests positive for a substance listed in Sections 21.5 and 21.6 of this article as determined by the Medical Review Physician in Section 21.7 shall be medically evaluated, counseled and treated for rehabilitation as recommended by the E.A.P. counselor. In the event the employee disagrees with the treatment recommended by the E.A.P. counselor, the employee may choose to obtain a second opinion from a qualified physician of his/her choice. Employees who complete a rehabilitation program may be re-tested randomly for one (1) year following completion of a rehabilitation program.

An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter the program on their own shall not be subject by the City to random re-testing. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one (1) year period following completion of rehabilitation, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by medical benefits/insurance, which arise from this additional counseling or treatment.

Section 21.11. Duty Assignment After Treatment

If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes his/her

rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program. Once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this article, the employee's personnel and medical files shall be purged of any reference to his/her drug problem or alcohol problem.

Section 21.12. Right of Appeal

The employee has the right to challenge the result of the drug or alcohol test and any discipline imposed in the same manner that he/she may grieve any other City action.

Section 21.13. Association Held Harmless

This drug and alcohol testing program was initiated at the request of the City. The City assumes the sole responsibility for the administration of this Article and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Association shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 21.14. Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 21 of the Collective Bargaining Agreement between the Kent Police Officers Association and the City of Kent, I consent to the collection of a urine/blood sample by _____ and its analysis by _____ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to the City of Kent only after the laboratory's results have been reviewed and interpreted by the Medical Review Officer. The information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at a second laboratory of my choice at my expense in the event the test results are confirmed positive.

I understand that the City is requiring me to submit to this test as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood sample will result in disciplinary action by the City.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any Employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

Date

Employee Signature

Witness

ARTICLE 22 - SAVINGS CLAUSE

If any article of the agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of the agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

ARTICLE 23 - ENTIRE AGREEMENT

The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this agreement. Therefore, except as otherwise provided in the agreement, each voluntarily and without qualification agrees to waive the right to oblige the other party to bargain with respect to any subject or matter specifically covered by this agreement.

FEB 26 2019

Human Resources
City of Kent

ARTICLE 24 – TERM OF AGREEMENT

This Agreement shall become effective January 1, 2019, and shall remain in force until December 31, 2021. The parties agree that this Agreement shall, as of January 1, 2019, supersede and effectively terminate the "City of Kent and Kent Police Officers Association, Assistant Chiefs and Commanders, January 1, 2016 through December 31, 2018" collective bargaining agreement.

Signed this 26 day of February, 2019, at Kent, Washington.

CITY OF KENT

KENT POLICE OFFICERS ASSOCIATION

By Dana Ralph
Dana Ralph, Mayor

By Matt Stansfield
Matt Stansfield, Association President

By Natalie Winecka
~~Marty Fisher, Natalie Winecka~~
Interim Human Resources Director

By Robert Scholl
Robert Scholl,
Negotiations Team Member

By Natalie Winecka
Natalie Winecka
Deputy Human Resources Director

By Brent Ashbaugh
Brent Ashbaugh,
Labor Relations Manager

By Eric Hemmen
Eric Hemmen,
Negotiations Team Member

By Gina Esposito
Gina Esposito,
Negotiations Team Member

Approved as to form:

Thomas White
Deputy City Attorney
Attest:

Kimberly A. Komoff
City Clerk

APPENDIX "A" - OFF-DUTY SUPPLEMENTAL OVERTIME PAY

Section 1. Purpose

This Appendix is specifically intended to address overtime worked by commissioned officers while off-duty (hereafter referred as "supplemental overtime"), which is funded and paid by external third parties. The City will document, process and record all such supplemental overtime. The City agrees to perform the scheduling, bookkeeping and reporting functions of such supplemental overtime for the City of Kent's commissioned officers. The employees will hereafter be paid for such supplemental shifts through City payroll and be subject to all applicable payroll related taxes and benefits deductions.

Section 2. Definition

- A. City overtime is defined as additional hours of work for City staffing purposes or additional staffing needed due to special events planned, organized and funded by the City of Kent.
- B. Supplemental overtime is defined as additional hours of work which are planned/organized, funded and paid by an independent third party (hereafter referred as "non-City related events"). These are generally events which are not funded or paid by the City. Examples of supplemental overtime include, but are not limited to, security for a private business, security for a private party/event, personal protection for a non-government official, or traffic control at construction sites.
- C. A commissioned officer of any rank shall be hereafter referred to as "officer" or "commissioned officer".
- D. An employee holding the rank of Police/Patrol Officer regardless of his or her current assignment (i.e. Detectives, Training Officers, etc.) shall be hereafter referred to as "Officer".
- E. The Police Chief, or his designee(s), shall be hereafter referred to as "Chief".

Section 3. Eligibility

Commissioned officers of any rank ("officers") who have passed their new hire probationary period are eligible to work supplemental overtime. Any exceptions to an officer's eligibility to work supplemental overtime during probation will be made by the Chief at the Chief's discretion on a non-precedent setting, case by case basis.

Section 4. Work Rules

The officer's conduct while working supplemental overtime shall be considered on-duty conduct. Commissioned officers working supplemental overtime shall be subject to all policies, procedures, practices and standards of the City and the Kent Police Department, and shall be subject to all laws, rules, and regulations of the State of Washington and/or the Federal Government applicable to police work and law enforcement. Failure to abide by applicable laws, rules, regulations, policies, procedures, practices and standards may subject the officer to disciplinary action up to and including termination of employment. The officer will be afforded all applicable protections as provided by the CBA, Civil Service rules and City and Department policies and procedures for conduct that arises while working supplemental overtime.

Section 5. Required Paperwork

- A. All required paperwork resulting from the officer's supplemental overtime work should be completed during the supplemental overtime shift.
- B. If, due to extenuating circumstances, the officer cannot complete the required paperwork during the supplemental overtime shift, the officer will complete such paperwork during his/her next regularly scheduled work shift with the Kent Police Department. If completion of such paperwork during the next regularly scheduled work shift is not feasible or not practical, the officer will request authorization from his/her regular department supervisor or the duty supervisor for overtime to complete such paperwork. Such pre-authorized overtime will be paid at the employee's regular City overtime rate per the CBA. However, the employee shall only be paid for the actual time spent completing the paperwork and such overtime hours shall be treated as if they are annexed to the employee's work shift regardless of when they are worked. This means such City overtime to complete required paperwork shall not qualify for the minimum overtime call back provision of the Officers CBA.
- C. If the officer working the supplemental overtime who needs City time to complete required paperwork is an Assistant Chief or a Commander, the paperwork shall be completed, with pre-authorization, on City time without additional compensation to the officer (overtime exemption status).

Section 6. Work Restrictions

- A. No officer may work supplemental overtime while on sick leave.
- B. All commissioned officers must abide by the sixteen (16) hour work and eight (8) hour rest rule per Section 4.10 Rest Periods of the Officers CBA to include all hours worked for the City, for supplemental overtime, or any other work performed by the employee.
- C. The Chief retains the right to restrict officers from working supplemental overtime with cause (i.e. disciplinary action, performance issues/concerns, paid administrative leave, etc.).

Section 7. Overtime Sign-up, Assignment and Mandating

- A. Sign-up for supplemental overtime work shall be voluntary on a first come first serve basis. The Chief may not mandate officers to work supplemental overtime and may not discipline an officer for refusing to work supplemental overtime. However, the Chief retains the right to mandate commissioned officers to work City overtime per Section 4.2 Overtime of the Officers CBA. In addition, the Chief retains the explicit right to convert supplemental overtime into City overtime, mandate officers to work the City overtime, and pay the City overtime rate for that work.
- B. The Police Department will provide a sign-up list for the supplemental overtime to mirror the current Department overtime sign-up practice. This includes, but is not limited to, 1) primary, secondary and alternate officers to fill the supplemental overtime need, 2) timeline for signing up for the overtime, and 3) moving officers between primary, secondary and alternate slots.
- C. Employees working or scheduled to work supplemental overtime may be redirected, at the discretion of the Chief, to cover City overtime, Kent Police Department functions and emergencies. The City will make reasonable efforts to solicit volunteers for the City overtime first before redirecting officers from supplemental overtime to City overtime assignments. Commissioned officers working City overtime shall be paid at the officers' regular overtime rate, as applicable, per the CBA.
- D. The Chief will have the authority to move any employee who is signed up for supplemental overtime to the City's overtime list once the supervisor has made reasonable efforts to solicit volunteers for the City overtime. If the employee is moved to the City overtime list, the employee shall be paid at the employee's regular overtime rate, if overtime pay is applicable, per the appropriate CBA for hours worked on City overtime.
- E. In the midst of a supplemental overtime shift, if the officer is needed in court, the officer will attend court and be paid at the City overtime rate, as applicable, for all hours spent in court. The officer shall only be paid City overtime for the actual hours spent in court and will not qualify for the minimum court overtime per Section 4.4 Overtime Pay for Court Appearances of the Officers CBA. If applicable, once the officer returns to the supplemental overtime assignment, supplemental overtime pay rate for that assignment will resume. However, if the officer is available to return to the supplemental overtime assignment but the remainder of the supplemental overtime shift was cancelled by the third party employer due to the officer's absence for court appearance, the officer will be paid the minimum four (4) hours of court overtime (which shall include the actual hours spent in court) at the City overtime rate or the remainder of the supplemental overtime shift, whichever is shorter.

Section 8. Compensation

- A. Supplemental overtime worked shall only be paid and shall not be eligible for compensatory time accrual.
- B. The minimum number of hours for each supplemental overtime shift/assignment shall be four (4).
- C. Compensation for supplemental overtime shall be paid at the rate specified in Subsection 8.C (1), regardless of the commissioned officer's rank. Such supplemental overtime is worked for and paid by an independent third party, and is therefore, exempt from Fair Labor Standards Act (FLSA) and Minimum Wage Act (MWA) overtime calculations. Supplemental overtime hours and pay shall not be included in the calculation of City overtime obligations.
 - 1. Rate of Pay
 - a. The rate of pay shall be sixty-five dollars (\$65) per hour.
 - b. The rate of pay on an observed holiday as defined in Section 7.1 Holidays Observed of the Officers CBA and Article 7 Holidays of the Assistant Chiefs/Commanders CBA shall be ninety-seven dollars and fifty cents (\$97.50) per hour. Observed holidays shall not include the employee's floating holiday.
 - c. The rate of pay for a shift longer than ten (10) hours shall be sixty-five dollars (\$65) per hour for the first ten (10) hours and ninety-seven dollars and fifty cents (\$97.50) per hour after ten (10) hours. However, if the officer signs up for more than one (1) consecutive supplemental overtime shift, the officer will be paid at the sixty-five dollars (\$65) per hour for all scheduled hours the officer signed up for. If the officer is held over during a supplemental overtime shift and the supplemental shift is ten (10) hours or longer, the officer shall be paid at ninety-seven dollars and fifty cents (\$97.50) per hour for all hours worked in excess of the scheduled supplemental overtime shift beyond ten (10) consecutive hours.
 - Example 1: If the officer is scheduled for eight (8) hours of supplemental overtime, and then is held over for two (2) additional hours, the officer shall be paid sixty-five dollars (\$65) per hour for all ten (10) hours worked, because the entire shift did not exceed ten (10) consecutive hours.
 - Example 2: If the officer is scheduled for ten (10) hours of supplemental overtime, and then is held over for two (2) additional hours, the officer shall be paid sixty-five dollars (\$65) per hour for the first ten (10) hours and ninety-seven dollars and fifty cents (\$97.50) per hour for the last two (2) hours.
 - Example 3: If the officer signs up for twelve (12) hours of supplemental overtime, with the understanding that ten (10) hours will be at the straight time and two (2) hours will be at the overtime rate, the officer shall be paid sixty-five dollars

(\$65) per hour for the first ten (10) hours and ninety- seven dollars and 50 cents (\$97.50) per hour for the last two (2) hours.

- Example 4: If the officer is scheduled for twelve (12) hours of supplemental overtime, with the understanding that ten (10) hours will be at the straight time and two (2) hours will be at the time and a half rate, and then is held over for two (2) additional hours, the officer shall be paid sixty-five dollars (\$65) per hour for the first ten (10) hours and ninety-seven dollars and fifty cents (\$97.50) per hour for the last four (4) hours.
 - Example 5: If the officer signs up for a ten (10) hour supplemental overtime shift and splits a second ten (10) hour shift with a co-worker for a total of fifteen (15) hours (more than one (1) consecutive shift), with the understanding that all fifteen (15) hours will be paid at straight time, the officer shall be paid –five dollars (\$65) per hour for all fifteen (15) hours worked. This is because the original scheduled shifts that the officer signed up for was added up to fifteen (15) hours.
 - Example 6: If the officer signs up for a ten (10) hour supplemental overtime shift and splits a second ten (10) hour shift with a co-worker for a total of fifteen (15) hours (more than one (1) consecutive shift), with the understanding that all fifteen (15) hours will be paid at straight time, and then is held over for one (1) additional hour, the officer shall be paid sixty-five dollars (\$65) per hour for the first fifteen (15) hours and ninety-seven dollars and fifty cents (\$97.50) per hour for the last hour.
- d. If a supervisor is required and authorized by the Chief for a supplemental overtime assignment/event, the commissioned officer working as the designated supervisor shall be compensated at ninety dollars (\$90) per hour. The supervisor shall be paid at the rate of \$135 per hour for all hours worked on an observed holiday, for hours scheduled at one and one-half (1 ½) time rate, and for hold-overs beyond ten (10) hours as defined in paragraphs b. and c. above.

Section 9. Cancellation of Supplemental Overtime

If a supplemental overtime shift is cancelled, the City agrees to notify the officer scheduled to work at least ten (10) hours prior to the start time of such supplemental overtime shift. Failure to provide a minimum of ten (10) hours advance notice of cancellation shall entitle the officer to receive four (4) hours of supplemental overtime pay at the rate of that supplemental overtime assignment. If the City has called the employee by phone and by pager at least ten (10) hours prior to the start time of the supplemental overtime shift, this advance cancellation notification requirement will have been met regardless of whether the employee has checked or received his or her messages.

Section 10. Payroll, Payroll Deductions and Record Keeping

- A. Officers will record all supplemental overtime worked on the current pay adjustment timesheet. Officers shall complete timesheets to include supplemental overtime hours worked within timelines required by the City's policies, procedures and practices.
- B. The third party employer shall pay the City for all supplemental overtime hours worked at the mutually agreed upon contract rate. This contract rate shall include the employer's portion of applicable payroll taxes.
- C. The City shall pay the officers working the supplemental overtime at the rate specified in Section 8. Compensation of this agreement. Such supplemental overtime pay less applicable payroll taxes will be included in the employee's regular paycheck from the City. Applicable payroll taxes to be deducted from the employee's supplemental overtime earnings shall include the employee's portion of payroll taxes (i.e. Social Security, Medicare, LEOFF, etc.).
- D. The City shall report supplemental overtime earnings and deductions to the appropriate governmental agencies.

Section 11. Work Performed by Non-Bargaining Unit Members

- A. Supplemental overtime not filled by Kent Police Department officers can be contracted out, at the Chief's discretion, to outside police agencies. The rate of pay for outside agencies shall be determined by the Chief. The Chief will first allow Kent commissioned officers an opportunity to voluntarily sign up for the supplemental overtime. If the supplemental overtime remains unfilled, the Chief may contact outside police agencies from a list mutually agreed on between the Kent Police Department and the KPOA. If the supplemental overtime remains unfilled, the Chief may contact other outside police agencies which are not on the mutually agreed upon list. If the supplemental overtime remains unfilled, the City will reject the offer of supplemental overtime work from the third party employer. At all times the Chief retains the right to accept or reject any offer of supplemental overtime work from any third party employer and to determine the number of officers needed at a particular supplemental overtime assignment.
- B. Nothing within this Appendix shall restrict the City from using Police Department volunteers to perform duties they currently perform or have performed in the past. These duties may include, but are not limited to, parking direction/control, pedestrian traffic control, providing public information, etc. Questions of KPOA duties that have been performed by past volunteers shall be discussed and mutually agreed upon between the parties.
- C. Nothing within this Appendix shall restrict the parties from allowing the

implementation of the Police Cadet program and allowing Cadets to perform limited police functions within the scope allowed by law, civil service rules, and as mutually agreed upon between the parties.

- D. Nothing within this Appendix shall restrict non-KPOA members from performing police work which is currently and have been traditionally performed by those employees.
- E. Nothing within this Appendix shall restrict the parties' ability to meet and mutually agree upon any additional police work which may be performed by non-bargaining unit members if/when such need arises.
- F. Nothing in this Appendix shall be interpreted to allow the City to supplant KPOA bargaining unit work or to displace KPOA bargaining unit employees.