

MEMORANDUM OF AGREEMENT

By And Between The

CITY OF KENT

and

KENT POLICE OFFICERS ASSOCIATION

Representing the

POLICE ASSISTANT CHIEFS AND COMMANDERS

Regarding

Call Out Duty – Standby Hours

This Memorandum of Understanding ("MOU") is entered into by and between the City of Kent ("the City") and Kent Police Officers Association ("KPOA") representing the Police Assistant Chiefs and Commanders' bargaining unit (also collectively referred to herein as "KPOA"). This MOU amends: (1) Article 4, Section 4.3 (Call Out Duty) - in the Collective Bargaining Agreement between the City and the Police Assistant Chiefs and Commanders' bargaining unit within KPOA. For convenience, each of the foregoing CBAs may be collectively referenced herein as "CBA".

This MOA amends Section 4.3 of the CBA to change the compensation provided for standby duty from compensatory hours credited to Assistant Chiefs (AC) and Commanders' leave banks, to an hourly wage that is paid to Assistant Chiefs and Commanders' through regular payroll processing to compensate officers for standby duty performed. In addition, this MOA provides that all leave existing in Assistant Chiefs and Commanders' standby leave banks on December 1, 2019, will be cashed out through the December 20, 2019, paycheck.

Agreement

The parties agree as follows:

1. Subsection 4.3 of the CBA is amended as follows, and the remaining provisions of Subsection 4.3 remain unaffected by this MOA:

Subsection 4.3 Call Out Duty

...

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) hours of standby ~~pay~~ ~~hours~~ ~~off~~ for each completed week of Call Out Duty. This additional pay will be processed for payment on the next regular pay date. ~~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.~~

Any hours remaining in an Employee's Standby Leave Bank as of December 1, 2019 will cash out automatically on the December 20, 2019 paycheck. Prior to December 1, 2019, Employees may request a cash-out of all or any portion of their Standby Leave Bank. Once an Employee notifies his or her timekeeper of the Employee's desire to cash-out Standby Leave, and if that notification is provided within two (2) business days prior to the payroll cut-off date established by Finance, the Employee's cash-out request will be processed for payment on the next regular pay date. If the request is received after that date, the cash-out will be processed for payment on the next following pay date. Under no circumstances shall Employees be allowed to use Standby Leave as time off.

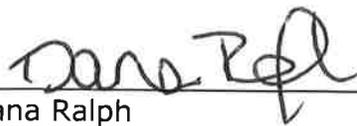
2. The change in compensation method from compensatory leave accrual to payment of an hourly wage as provided for in this MOA shall begin for all standby duty assignments on July 1, 2019. *PR*
3. All other language of the CBA shall remain in full force and effect and shall not be altered by this MOA.
4. All acts consistent with the terms of this MOA and prior to its effective date are ratified and affirmed and the terms of this MOA shall be deemed to have applied.
5. This MOA was prepared and/or reviewed by both parties. In the event of an ambiguity in any term of this MOA, it shall be interpreted evenly, and not against the drafter of the MOA. The principle of *contra proferentem* shall not apply.

Section 3 - Signatures

By signing below, the Parties agree that the above represents the Parties' full and entire agreement with respect to this MOU. This MOU shall be deemed executed and effective as of this 3/12 day of ~~June~~, 2019.

FOR THE CITY:

FOR KPOA:



Dana Ralph
Mayor

7/24/19
Date



Matt Stansfield
KPOA President

8/6/19
Date



Natalie Winecka
Interim Human Resources Director

8/6/19
Date



Wayne Graff
KPOA Vice President

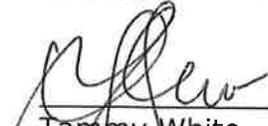
08/05/19
Date



Brent Ashbaugh
Labor Relations Manager

8/6/19
Date

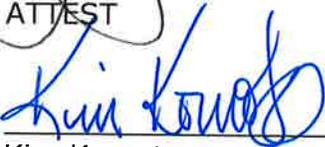
APPROVED AS TO FORM



Tammy White
Deputy City Attorney

8/9/19
Date

ATTEST



Kim Komoto
City Clerk

8/12/19
Date