MEMORANDUM OF AGREEMENT
By And Between The
CITY OF KENT
and
KENT POLICE OFFICERS ASSOCIATION
Representing the
POLICE SERGEANTS AND OFFICERS
Regarding
Subsection 4.7.2 Standby for Duty (Detectives)

This Memorandum of Agreement ("MOA") is entered into by and between the City of Kent ("the City") and the Kent Police Officers Association, representing the Police Sergeants and Officers’ bargaining unit (referred to herein as “KPOA”), to revise the method by which standby duty is compensated.

Background

The City and the Union are parties to a collective bargaining agreement ("CBA") effective January 1, 2019, through December 31, 2021.

The parties’ CBA currently provides at Section 4.7.2 that Detectives shall earn 5.5 compensatory hours for each completed week of standby duty, while Investigations Sergeants or designees (as assigned by the Chief) shall earn 2.75 compensatory hours for each completed week of standby duty, each of which is to accrue to officers’ leave banks at time and one-half.

This MOA amends Section 4.7.2.C of the CBA to change the compensation provided for standby duty from compensatory hours credited to officers’ leave banks, to an hourly wage that is paid to officers through regular payroll processing to compensate officers for standby duty performed. In addition, this MOA provides that all leave existing in officers’ 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 4.7.2.C of the CBA is amended as follows, and the remaining provisions of Subsection 4.7.2 remain unaffected by this MOA:

Subsection 4.7.2. Standby for Duty (for Detectives)

...
C. To compensate Detectives for the standby requirement to respond to call back (per 4.7.2.B.2 above), Detectives shall earn 8.25 hours of standby pay at their fully-loaded hourly rate of pay. 5.5 hours of compensatory hours, accrued at time and one half, for each completed week of standby duty. Investigations Sergeants or designee (as assigned by the Chief) shall earn 4.125 hours of standby pay at their fully loaded hourly rate of pay. 2.75 hours of compensatory hours, accrued at time and one half, for each completed week of standby duty. In addition, Investigations Sergeants shall not be mandated off on holidays in accordance with Section 7.2.I. These hours fall under compensatory time, Section 4.5.

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.

All standby hours placed in compensatory time banks as originally directed by the 2019-2021 CBA shall be cashed out at the Employee’s fully-loaded hourly rate of pay.

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 January 1, 2019.

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.
By signing below, the parties agree that the above represents the parties' full and entire agreement with respect to the subject matter of this MOA, and this MOA shall be deemed executed and effective as of this 17 day of May 2019.

FOR THE CITY:

Dana Ralph
Mayor

FOR KPOA:

Matt Stansfield
KPOA President

Natalie Winecka
Interim Human Resources Director

Wayne Graff
KPOA Vice President

Brent Ashbaugh
Labor Relations Manager

APPROVED AS TO FORM

Tammy White
Deputy City Attorney

ATTEST

Kim Komoto
City Clerk

MOU Regarding Subsection 4.7.2 Standby for Duty (for Detectives)