

**CITY OF KENT  
AND  
WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES,  
AFSCME, LOCAL 2617  
LABOR AGREEMENT**

**January 1, 2020 - December 31, 2022**

**TABLE OF CONTENTS**

**Contents**

**PREAMBLE** ..... 1

**ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**..... 1

    SECTION 1.1 – RECOGNITION OF UNIT ..... 1

    SECTION 1.2 – EXCLUDED EMPLOYEES..... 1

    SECTION 1.3 – TEMPORARY EMPLOYEES..... 1

    SECTION 1.4 – LIMITED TERM EMPLOYEES ..... 2

    SECTION 1.5 – DISPUTE RESOLUTION..... 3

**ARTICLE 2 – UNION MEMBERSHIP AND DUES DEDUCTION** .....3

    SECTION 2.1 – UNION SECURITY..... 3

**ARTICLE 3 – SENIORITY AND EMPLOYMENT PRACTICES**.....4

    SECTION 3.1 – PROBATIONERS..... 4

        A. *Regular Employees (Non-Civil Service)*.....4

        B. *Civil Service Employees*.....4

        C. *Seniority*.....5

    SECTION 3.2 – SENIORITY ..... 5

    SECTION 3.3 – PERSONNEL REDUCTION..... 6

    SECTION 3.4 – SEVERANCE PAY ..... 8

    SECTION 3.5 – NOTIFICATION FOR RECALL..... 8

    SECTION 3.6 – RECALLS ..... 9

    SECTION 3.7 – POSITION VACANCIES ..... 10

    SECTION 3.8 – REHIRED NON-CIVIL SERVICE EMPLOYEES..... 10

**ARTICLE 4 – HOURS OF WORK**.....11

    SECTION 4.1 – HOURS OF WORK ..... 11

*Subsection 4.1.1 Rest Periods*.....12

    SECTION 4.2 – ALTERNATIVE WORK SCHEDULES ..... 13

    SECTION 4.3 – MEAL AND REST PERIODS ..... 13

**ARTICLE 5 – OVERTIME, COMPENSATORY TIME AND CALL BACK** .....14

    SECTION 5.1 – OVERTIME..... 14

*Subsection 5.1.1 – Corrections Mandatory Overtime Assignment Process* .....14

    SECTION 5.2 – CALL BACK..... 15

    SECTION 5.3 – COMPENSATORY TIME ..... 15

    SECTION 5.4 – MANDATORY STANDBY..... 16

    SECTION 5.5 – EMERGENCY RESPONSE..... 16

**ARTICLE 6 – UNION ACTIVITIES**.....16

    SECTION 6.1 – ATTENDANCE AT MEETINGS ..... 16

    SECTION 6.2 – BULLETIN BOARDS..... 17

SECTION 6.3 – EMPLOYEE UPHOLDING UNION PRINCIPLES/PERFORMING DUTIES.....	17
SECTION 6.4 – UNION CONVENTION AND CONFERENCE LEAVE BANK.....	17
<b>ARTICLE 7 – GRIEVANCE PROCEDURE .....</b>	<b>18</b>
SECTION 7.1 – GRIEVANCE OR DISPUTE OVER PROVISIONS OF AGREEMENT.....	18
SECTION 7.2 – CIVIL SERVICE APPEAL.....	18
SECTION 7.3 – GRIEVANCE STEPS .....	19
Step 1 .....	19
Step 1B (If Applicable).....	19
Step 2 .....	19
Step 3 .....	19
Step 4 .....	20
SECTION 7.4 – GRIEVANCE AGAINST UNION .....	20
Step 1 .....	20
Step 2 .....	21
<b>ARTICLE 8 – DISCIPLINARY ACTION BY THE EMPLOYER.....</b>	<b>21</b>
SECTION 8.1 – DISCIPLINARY ACTION .....	21
SECTION 8.2 – DISCIPLINARY/PERSONNEL RECORDS .....	21
<b>ARTICLE 9 – WORK STOPPAGES AND EMPLOYER PROTECTION .....</b>	<b>22</b>
SECTION 9.1 – WORK STOPPAGE DEFINED.....	22
SECTION 9.2 – BACK TO WORK ORDER.....	23
SECTION 9.3 – DISCIPLINARY MEASURES BY EMPLOYER .....	23
<b>ARTICLE 10 – DEPARTMENT WORK RULES.....</b>	<b>23</b>
<b>ARTICLE 11 – MANAGEMENT RIGHTS.....</b>	<b>23</b>
<b>ARTICLE 12 – CONTRACTING WORK.....</b>	<b>24</b>
<b>ARTICLE 13 – CIVIL SERVICE AGENDAS/MINUTES .....</b>	<b>25</b>
<b>ARTICLE 14 – PAY PERIODS.....</b>	<b>25</b>
<b>ARTICLE 15 – WAGES, COMPENSATION AND LONGEVITY .....</b>	<b>25</b>
SECTION 15.1 – WAGES.....	25
SECTION 15.2 – SALARY STRUCTURE .....	26
SECTION 15.3 – JOB DESCRIPTIONS AND RECLASSIFICATION REQUESTS.....	27
SECTION 15.4 – LONGEVITY .....	27
SECTION 15.5 – EDUCATIONAL INCENTIVE PLAN .....	28
SECTION 15.6 – SHIFT DIFFERENTIAL PAY (POLICE SUPPORT) .....	28
SECTION 15.7 – OUT OF CLASS PAY.....	29
SECTION 15.8 – CORRECTIONS PREMIUM PAY/ASSIGNMENT .....	31
SECTION 15.9 – ACCREDITATION PAY .....	31
SECTION 15.10 – CUSTODIAN SPECIALTY PAY /ASSIGNMENT .....	31
SECTION 15.11 – COMMUTE TRIP REDUCTION (CTR).....	32
SECTION 15.12 –POLICE DEPARTMENT RECRUITING INCENTIVES.....	32
SECTION 15.13 –BILINGUAL PAY .....	34
SECTION 15.14 – INSTRUCTOR PAY .....	34

<b>ARTICLE 16 – EMERGENCY CONDITIONS</b> .....	<b>34</b>
<b>ARTICLE 17 – HOLIDAYS</b> .....	<b>35</b>
SECTION 17.1 – HOLIDAYS OBSERVED .....	35
SECTION 17.2 – HOLIDAY LEAVE BANK.....	35
A. <i>Eligibility</i> .....	35
B. <i>Accruals</i> .....	36
C. <i>Holidays Not Worked</i> .....	36
D. <i>Holidays Worked</i> .....	36
E. <i>Holiday Use Restrictions</i> .....	37
F. <i>Cash Out</i> .....	38
<b>ARTICLE 18 – ANNUAL LEAVE</b> .....	<b>38</b>
SECTION 18.1 – ANNUAL LEAVE ACCRUAL.....	38
SECTION 18.2 – MAXIMUM LEAVE ACCRUAL .....	39
SECTION 18.3 – SCHEDULING ANNUAL LEAVE .....	39
A. <i>Non-Civil Service</i> .....	39
B. <i>Civil Service</i> .....	39
<b>ARTICLE 19 – SICK LEAVE</b> .....	<b>39</b>
SECTION 19.1 – SICK LEAVE ACCRUAL .....	39
SECTION 19.2 – USE OF SICK LEAVE.....	40
SECTION 19.3 – PROMPT NOTIFICATION .....	40
SECTION 19.4 – SICK LEAVE ABUSE.....	40
SECTION 19.5 – CONDITIONS NOT COVERED .....	41
SECTION 19.6 – PHYSICIAN’S STATEMENT .....	41
SECTION 19.7 – WELLNESS PROGRAM.....	41
SECTION 19.8 – SICK LEAVE INCENTIVE PROGRAM.....	41
SECTION 19.9 – LIGHT DUTY.....	42
A. <i>On-the-Job Injury</i> .....	42
B. <i>Off-Duty Illness or Injury-Reasonable Accommodations</i> .....	42
SECTION 19.10 – CORRECTIONS OFFICER ON-DUTY INJURY LEAVE PROVISION.....	43
<b>ARTICLE 20 – JURY DUTY AND COURT APPEARANCES</b> .....	<b>44</b>
SECTION 20.1 – JURY DUTY AND COURT APPEARANCES .....	44
SECTION 20.2 – JOB-RELATED COURT APPEARANCE .....	44
A. <i>Shift Other than Grave</i> .....	44
B. <i>Grave Shift</i> .....	44
C. <i>Pyramiding</i> .....	45
D. <i>Standby Time for Court Appearance</i> .....	45
<b>ARTICLE 21 – BEREAVEMENT LEAVE</b> .....	<b>45</b>
SECTION 21.1 – USE OF BEREAVEMENT LEAVE .....	45
SECTION 21.2 – IMMEDIATE FAMILY .....	45
SECTION 21.3 – USE OF SICK LEAVE TO SUPPLEMENT BEREAVEMENT LEAVE.....	46
<b>ARTICLE 22 – PENSION</b> .....	<b>46</b>
<b>ARTICLE 23 – WORKERS’ COMPENSATION PROGRAM</b> .....	<b>46</b>

<b>ARTICLE 24 – INSURANCE</b> .....	46
SECTION 24.1 – MEDICAL/DENTAL/VISION PLANS .....	46
SECTION 24.2 – EMPLOYEE CONTRIBUTION-MEDICAL/DENTAL/VISION COVERAGE.....	47
SECTION 24.3 – RETIREMENT HEALTH SAVINGS .....	48
SECTION 24.4 – HEALTH CARE COMMITTEE .....	48
SECTION 24.5 – LIFE INSURANCE.....	48
SECTION 24.6 – LONG TERM DISABILITY INSURANCE (LTD) .....	48
<b>ARTICLE 25 – EDUCATION, SEMINARS AND CONFERENCES</b> .....	49
SECTION 25.1 – REIMBURSEMENT FOR TRAINING SEMINARS/CONFERENCES.....	49
SECTION 25.2 – SPECIAL LICENSES AND CERTIFICATES .....	49
SECTION 25.3 – EDUCATION – GENERAL .....	49
SECTION 25.4 – REIMBURSEMENT REQUESTS.....	50
SECTION 25.5 – CLASS ATTENDANCE .....	50
SECTION 25.6 – REIMBURSEMENT FOR EDUCATION/TRAINING.....	50
<b>ARTICLE 26 – LABOR MANAGEMENT MEETINGS</b> .....	51
<b>ARTICLE 27 – HEALTH AND SAFETY</b> .....	51
SECTION 27.1 – WORKING CONDITIONS .....	51
SECTION 27.2 – UNIFORMS AND SAFETY GEAR .....	51
SECTION 27.3 – MISCELLANEOUS PROVISIONS .....	53
<b>ARTICLE 28 – NON-DISCRIMINATION</b> .....	53
<b>ARTICLE 29 – MILITARY LEAVE</b> .....	54
<b>ARTICLE 30 – PRIORITY OF STATE AND CITY LAWS/SAVINGS CLAUSE</b> .....	54
<b>ARTICLE 31 – TOBACCO FREE WORKPLACE</b> .....	55
<b>ARTICLE 32 – ALCOHOL OR DRUGS IN THE WORKPLACE</b> .....	55
SECTION 32.1 – DRUG FREE WORKPLACE .....	55
SECTION 32.2 – DRUG AND ALCOHOL TESTING .....	55
SECTION 32.3 – INFORMING EMPLOYEES ABOUT DRUG AND ALCOHOL TESTING.....	55
SECTION 32.4 – EMPLOYEE TESTING .....	56
SECTION 32.5 – ALCOHOL TESTING .....	56
SECTION 32.6 – TESTING PROGRAM COSTS .....	56
SECTION 32.7 – REHABILITATION PROGRAM .....	56
SECTION 32.8 – DUTY ASSIGNMENT AFTER TREATMENT .....	57
SECTION 32.9 – RIGHT OF APPEAL .....	57
SECTION 32.10 – UNION HELD HARMLESS .....	57
<b>ARTICLE 33 – JOB ROTATION</b> .....	57
<b>ARTICLE 34 – JOB SHARE</b> .....	58
<b>ARTICLE 35 – VOLUNTEERS, INTERNS, AND SUPPORTED EMPLOYMENT PROGRAMS</b> .....	59
<b>ARTICLE 36 – CIVIL SERVICE SHIFT BIDDING</b> .....	60

SECTION 36.1 – POLICE RECORDS SHIFT BIDDING.....	60
<i>Subsection 36.1.1 – Police Records Bid/Assignment Process .....</i>	<i>60</i>
<i>Subsection 36.1.2 – Police Records Bid Rotation.....</i>	<i>61</i>
SECTION 36.2 – CORRECTIONS POSITION BIDDING.....	61
<i>Subsection 36.2.1 - Shift Assignments.....</i>	<i>61</i>
<i>Subsection 36.2.2 - Bid/Assignment Process.....</i>	<i>62</i>
<i>Subsection 36.2.3 – Corrections Bid Rotation.....</i>	<i>63</i>
<b>ARTICLE 37 – ENTIRE AGREEMENT .....</b>	<b>63</b>
<b>ARTICLE 38 – DURATION .....</b>	<b>64</b>
<b>SIGNATURES.....</b>	<b>64</b>
<b>APPENDIX A – SALARY RANGES AS OF 1/1/20.....</b>	<b>65</b>
<b>APPENDIX B - POLICE DEPARTMENT INTERNAL INVESTIGATIVE STANDARDS.....</b>	<b>66</b>
SECTION 1 - EMPLOYEE RIGHTS.....	67
SECTION 2 - PSYCHOLOGICAL EVALUATIONS.....	68
A. <i>Conditions Under Which Evaluations Will Take Place.....</i>	<i>68</i>
B. <i>Results of the Evaluation .....</i>	<i>69</i>
C. <i>Definition.....</i>	<i>69</i>
<b>APPENDIX C - HEALTH CARE PLAN &amp; PREMIUMS.....</b>	<b>70</b>
<b>APPENDIX D - POLICE RECORDS SHIFT BID .....</b>	<b>71</b>
<b>APPENDIX E - CORRECTIONS BID ROTATION .....</b>	<b>72</b>
<b>APPENDIX F – CORRECTIONS STAFFING .....</b>	<b>74</b>

## **PREAMBLE**

This agreement is between the City of Kent (hereinafter called the City), and Local #2617, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the Union) for the purpose of setting forth a mutual understanding of the parties as to wages, hours, and working conditions, for those employees for whom the City recognizes the Union as the collective bargaining representative.

The City and the Union shall cooperate to provide the public with efficient and courteous service, to promote the efficiency of law enforcement, public safety, the morale and security of employees, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity in all departments of City government.

Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

## **ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

### **Section 1.1 – Recognition of Unit**

The City hereby recognizes the Union as the exclusive bargaining representative for regular, full time and regular, part-time employees who work for the City whose positions are allocated to classifications listed in Schedule "A" in the following departments/divisions: Finance, Police, City Attorney's Office Prosecution Division, Economic and Community Development, Parks Operations, Parks Facilities, Parks Human Services, Public Works Engineering, Public Works Operations, Information Technology, and the City Clerk's Office.

### **Section 1.2 – Excluded Employees**

The following employees shall be excluded from the bargaining unit:

- A. All other represented employees of the City;
- B. All Department/Division Directors, Managers, as well as supervisory and confidential employees as defined by P.E.R.C.; and
- C. All employees classified as temporary, as defined in Section 1.3.

### **Section 1.3 – Temporary Employees**

Temporaries shall be considered employees hired to work no more than three (3) months in a calendar year (January – December) or who work variable hours (less than 520 hours) in a calendar year (January – December) and are not regularly scheduled. The City shall notify the Local Union President of all temporaries performing bargaining unit work. This notification will be provided on a monthly basis to include name, department, reason, most recent date of hire, and hours worked.

It is understood that the use of temporary employees as provided for in this section shall not be deemed as supplanting bargaining unit work. Temporary employees shall be classified into one of two categories:

- A. Three (3) month temporaries are defined as employees who may work up to forty (40) hours a week for a period not to exceed three (3) months in a calendar year (January – December). A minimum of four (4) months break in service shall occur after any three (3) consecutive month period.

If the three (3) month temporary is hired through an outside agency, management may request a one-time extension with the approval of the union. At no point may an outside agency temporary employee work more than a total of eight (8) months in a calendar year.

- B. Variable Hour Employees are defined as employees who work 520 hours or less in any calendar year (January – December) and are typically described as on-call, intermittent, or who may be routinely scheduled for only a few hours each week.

The total number of hours worked by 520-hour temporary employees in any work unit shall not exceed 1500 hours in any calendar year. A work unit shall be defined as all employees under the lowest level non-AFSCME supervisor/manager.

Departments may hire multiple temporary employees as defined above but shall not combine or overlap temporaries in such a way as to create the equivalent of a regular position or to avoid the time constraints set herein. In the case of layoffs, temporaries may not be hired in work units where layoffs have occurred while there is an active recall list. Except that, temporaries may be hired when there is a budgeted vacancy that is intended to be filled with a non-temporary employee. Additionally, temporaries may be hired to work during approved leaves of absence.

#### **Section 1.4 – Limited Term Employees**

Limited term positions are those within the bargaining unit which are grant-funded or project-based and have a limited duration of employment, not to exceed three (3) years. Such positions shall be filled in accordance with Section 3.7 Position Vacancies and shall clearly state the expected duration of the position. Limited term positions shall be considered regular positions and shall be covered by all aspects of the Collective Bargaining Agreement.

The position's term may be extended by the City to complete the project for which it was established. The position's term may also be extended based on mutual agreement through the Labor/Management process. If the limited term position is extended or becomes regular and loses limited term status, the incumbent employee shall have the first right of refusal for the position.

AFSCME employees hired into any limited term position shall have full and complete reversion rights to their most recently held regular full/part time position.

## **Section 1.5 – Dispute Resolution**

Any dispute arising in the future as to the inclusion or exclusion of a position from the bargaining unit will be presented to the Public Employment Relations Commission (P.E.R.C.) for determination. Failing agreement of the parties, pending resolution, bargaining unit members shall remain members and non-bargaining unit members shall retain their non-represented status.

## **ARTICLE 2 – UNION MEMBERSHIP AND DUES DEDUCTION**

### **Section 2.1 – Union Security**

The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council2 and its affiliated local 2617 (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct semi-monthly Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within 10 days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, home address, personal phone, work email, birth date, hire date in current bargaining unit (if system allows), job classification, department, full or part time status and monthly base wage.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

Pending the resolution of any dispute concerning the application of R.C.W. 41.56.122, the amount equivalent to union dues and initiation fees shall be held in an escrow account.

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

### **Electronic Authorizations are Valid**

An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.

## **ARTICLE 3 – SENIORITY AND EMPLOYMENT PRACTICES**

### **Section 3.1 – Probationers**

#### **A. Regular Employees (Non-Civil Service)**

1. **New Hires:** All employees hired or rehired (excluding recalls) shall serve a probationary period during the first twelve (12) months of employment. Probationary employees shall have full access to the grievance procedure except in cases of disciplinary action and/or layoffs.
2. **Probation Extension:** Any probationary period may be extended upon the request of the manager as a result of approved breaks in service of one (1) or more months to allow for the completion of the full twelve (12) months of satisfactory performance in the employee's regular assignment. Requests for extension must be processed with the Human Resources Department.

#### **B. Civil Service Employees**

1. **New Hires:** The parties recognize the purpose of probationary employment for new hires and rehired employees is to provide a trial period of employment during which the City can observe the performance of the probationer for twelve (12) months before confirming the rights of permanent status. For Corrections Officers who are required to attend the State Correction Academy, the twelve (12) month probationary period would exclude time spent in the academy.

Probationary employees shall have full access to the grievance procedure except in cases of disciplinary action and/or layoffs.

2. **Transferred and Promoted Employees.** Any permanent employee who is transferred (pursuant to the Civil Service process), or promoted shall be considered as a special probationary employee, and must successfully complete a twelve (12) month special probationary period before being permanently appointed to the new position or rank. For purposes of this agreement, special probationary employees who are employed as regular full time shall be considered as and entitled to all benefits of non-probationary members of the bargaining unit.

If the special probationary employee fails to demonstrate that he or she can completely and satisfactorily perform the job within the special probationary period, the City shall return the employee to his or her former position classification, or rank, without any loss of seniority, and this determination may not be challenged under the grievance procedure. Any other

employees who were transferred or promoted as a result of this employee's transfer or promotion shall also be returned to their former positions, and unless there is a layoff involved, the bumping procedure shall not apply.

3. Probation Extension. Any probationary period for police department employees 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.

C. Seniority

In the case of lay off, bumping, and/or recall, there shall be no seniority among probationary employees during the first twelve (12) months following the employee's hire date (excluding special probation as referred to in Section 3.1.B.2). Upon the successful completion of the probationary period, the employee shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments due to approved leaves of absence without pay.

**Section 3.2 – Seniority**

- A. For the purposes of this article, regular service shall be defined as regular full time or regular part-time employment with the City of Kent. Seniority shall accrue at an equal rate for regular part-time employees as for regular full time employees based on years of regular service. Adjustments in seniority for leaves without pay shall be made for each full calendar month or more.
- B. For the purpose of vacation bids, seniority shall be defined as the employee's length of regular service within their department, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of twenty-four (24) months or less between resignation and reinstatement (according to Civil Service procedures, if applicable), or other authorized breaks in service. Employees moved by the City to another department as part of a reorganization shall retain their seniority from the previous department.
- C. For the purpose of shift bidding, reductions in force, recalls, and reductions in rank or classification resulting from personnel reductions, seniority shall be defined as the employee's length of regular 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 twenty-four (24) months or less between resignation and reinstatement (according to Civil Service procedures, if applicable), or other authorized breaks in service.

In the case of an employee who has had a reduction in rank or classification, the employee's seniority shall include time spent in the higher AFSCME rank(s) or classification(s). Seniority in the rank/classification shall include all time spent in the current classification, that is currently represented by the AFSCME bargaining unit, regardless of that classification's representation history.

An employee in an acting capacity or on a job rotation shall continue to accrue seniority in his/her regular rank/classification, not the acting or rotation rank/classification.

- D. For all other purposes, seniority shall be defined as the employee's length of regular 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 twenty-four (24) months or less between resignation and reinstatement (according to Civil Service procedures, if applicable), or other authorized breaks in service.
- E. Seniority and the employment relationship shall be terminated when an employee: resigns; is discharged for just cause; is absent for three (3) consecutive working days without notifying the City unless there are extenuating circumstances beyond the employee's control; is laid off and fails to report for work within three (3) working days after having been recalled; does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence, unless there are extenuating circumstances beyond the employee's control; is laid off for a period in excess of twenty-four (24) months; or retires or is retired.
- F. Employees affected by reorganizations shall have the impacts on their seniority identified in writing at the time of the reorganization.
- G. Employees who accrue seniority in a union job classification that becomes obsolete will retain that seniority in the union job classification to which they were next assigned.

### **Section 3.3 – Personnel Reduction**

Should it become necessary due to budgetary conditions, lack of work, or any other reasonable cause, to reduce the number of employees within the City, the following basic provisions shall apply:

- A. It shall be the responsibility of the City to determine job classifications in which layoffs are to occur. Such factors as nature of work performed and impact on Department operations shall be weighed to determine areas where reductions can be made.
- B. Order of layoff shall be determined by job classification within the Department. Employees with the least seniority in a classification, as defined in Section 3.2, will be laid off first. Where two or more employees share the same anniversary date within a specific classification, seniority shall be based on the employee's length of service as a regular employee within the bargaining unit. Where two or more employees share the same anniversary date within a specific classification and within the bargaining unit, seniority shall be based on the employee's length of cumulative service within the City as a regular employee. For Civil Service employees, if the above language does not net a result, Civil Service ranking shall then apply. For non-Civil Service employees, if the above language does not net a result, seniority shall be based on the employee's temporary hire date within the City.

- C. If an employee subject to layoff has more seniority than an employee in the same classification within the bargaining unit or in a classification previously occupied by the employee within the bargaining unit and meets the minimum qualifications for the job, the more senior employee shall have the option of bumping the least senior employee.

If an employee that gets laid off is full-time and there are regular, part-time employees in the same classification, the laid off employee may bump the least senior full-time employee who in turn may bump the least senior regular, part-time employee. The intent is for the full-time laid off employee to bump the least senior full-time employee before he or she bumps the least senior regular, part-time employee. However, a part-time employee with more seniority may bump an employee with lesser seniority regardless of full-time status.

A regular, part-time employee shall be defined as any budgeted position that is less than one hundred percent (100%) full-time status.

Job share is a unique agreement between two employees and shall be considered full-time for the purpose of bumping. For job share employees, seniority shall be based on the primary job share incumbent's seniority within the classification. Therefore, the secondary employee in the job share shall not be afforded bumping rights.

For purposes of bumping, an employee bumping to a lower compensated or equivalently compensated AFSCME classification shall add their seniority in that classification to any seniority in an equivalently compensated or higher compensated AFSCME classification. Although seniority can accumulate from a higher compensated AFSCME classification to a lower compensated AFSCME classification or between two (2) equivalently compensated AFSCME classifications following the line of progression, seniority cannot accumulate from a lower compensated AFSCME classification to a higher compensated AFSCME classification. It is understood that employees in non-AFSCME positions shall not be entitled to bumping rights back into the bargaining unit regardless of that employee's union representation history.

- D. Employees choosing not to bump shall be considered laid off and afforded all benefits and rights accordingly. Employees shall have three (3) working days (Monday through Friday, excluding holidays) from receipt of written "Layoff Notice" to select their bumping option, if they have any. Employees having bumping rights due to a more senior employee's choice not to "bump" shall have three (3) days from written notification of these bumping options to make their selection. An employee whose bumping rights would be to a classification that no longer exists due to a reclassification(s) or reorganization(s) shall have his or her bumping access and seniority credit for such classifications determined at the time of the reclassification(s) and/or reorganization(s) and documented in the employee's personnel file. The determination shall be on a case-by-case basis and made by Human Resources. However, a discussion of the affected positions and the reclassification/reorganization of that position will occur at a joint labor management meeting.

- E. Employees bumping to a different classification in the same pay range shall remain at the salary step occupied prior to the move and given credit for time served within that salary step.
- F. Employees bumping to a lower classification shall be compensated at the salary range of the position they are transferred to. Placement within the salary range shall be at the step closest but not lower than the employee's previous compensation unless the previous salary exceeds the top step of the new pay range. At which time, the employee shall be placed at the top step of the new pay range. Their increment date shall not be changed.
- G. Any employee bumping into a Civil Service position, must fulfill all the Civil Service hiring requirements for that position.
- H. No bargaining unit employee may be laid off if there are AFSCME temporary employees in the same work unit (defined as all employees reporting to the lowest non-AFSCME supervisor/manager). Any employee subject to layoff shall have the right to bump into any temporary position working within the bargaining unit for which they are qualified. An employee bumping into or being rehired per this Subsection into a temporary position will assume the status of a temporary employee without loss of recall rights.
- I. No bargaining unit member may be laid off without being given thirty (30) calendar days notice (notice shall include "Notice of Potential Layoff"). In the event the Employer intends to cease the operation of the Corrections Facility, it shall provide the Union and the employees such notice not less than six (6) months prior to such change in operation.

### **Section 3.4 – Severance Pay**

All non-probationary employees shall, in event of reduction in force, be paid at the time of separation, a sum equal to twenty two (22) days pay, not to exceed 176 hours. Such severance pay shall be in addition to any and all monies due the employee at the time of separation, provided, however this section shall only apply to employees who are laid off by the City. Employees bumping to another regular (non-temporary) position shall not be eligible for severance pay. However, employees bumping and/or accepting temporary employment within the City shall be eligible for severance pay. Voluntary termination and other terminations not classified as layoff are excluded from the provisions of this section.

### **Section 3.5 – Notification for Recall**

All employees who have been laid off shall receive, via electronic mail, notification of all job openings in the City of Kent. It shall be the laid off employee's responsibility to keep the City apprised of their current contact information. The employees shall receive such notification for twenty-four (24) months from the date of lay-off or reduction. Refusal to accept or acceptance of regular full-time (or regular part-time if the employee was laid off from a regular part-time position) employment offered by the City of Kent during this period in the classification occupied at the time of layoff, shall terminate the employee's

notification right. Laid off employees may cease their notification and recall rights by providing written notice to the Human Resources Department and the Union.

### **Section 3.6 – Recalls**

Regular employees who have been laid off shall have recall rights for twenty-four (24) months to bargaining unit classifications in which they have earned seniority as defined in Section 3.2 Seniority and Section 3.3 Personnel Reduction. During this twenty-four (24) month period, recall rights shall be exercised before an AFSCME job opening may be posted for recruitment. Employees shall be recalled in the order of seniority earned in that classification as defined in Section 3.2 Seniority and Section 3.3 Personnel Reduction. Probationary employees shall be entitled to recall and will be required to complete his/her remaining probationary period upon recall.

An employee bumping into or being rehired per this Section 3.3.H into a temporary position will assume the status of a temporary employee without the loss of recall rights. Furthermore, any laid off employee that refuses to accept a temporary position shall not lose his or her recall rights. Employees hired back in a temporary status shall not have the recall rights extended from the time that he or she has been terminated from the temporary position. The twenty-four (24) month recall period shall remain in effect from the employee's original layoff date.

All employees who have been laid off shall also have the right to apply and compete for any vacancies posted for recruitment in the City. Employees applying for a position within the bargaining unit which they have not previously held, and who meet the minimum qualifications for the job, shall be given preferential consideration over other applicants outside the bargaining unit when the position is filled. Preferential consideration shall be limited to twenty-four (24) months. Refusal to accept or acceptance of regular full-time (or regular part-time if the employee was laid off from a regular part-time position) employment offered by the City of Kent during this period in the classification occupied at the time of layoff, shall terminate the employee's recall right. Acceptance of a lower compensated position within the bargaining unit shall not terminate the incumbent's recall right.

If an employee is recalled to a classification in the pay range they occupied prior to the layoff, the employee shall return to the salary step occupied prior to the layoff and given credit for time spent within that salary step. The employee shall have three (3) working days to either accept or refuse the recall position. Employees recalled to a lower compensated classification shall be compensated at a salary range of the position they are transferred to. Placement within the salary range shall be at the step closest but not lower than the employee's previous compensation unless the previous salary exceeds the top step of the new salary range. At which time, the employee shall be placed at the top step of the new pay range. The employee shall be given credit for time served within the salary step. Employees recalled within the twenty-four (24) month period shall be credited with any leave amounts that were not cashed out at time of layoff.

Section 15.2.D shall apply to an employee who returns as a result of a recall within twenty-four (24) months from a layoff to a higher compensated classification.

### **Section 3.7 – Position Vacancies**

When a job opening occurs within the bargaining unit, the City shall first post the job announcement internally subject to the provisions below in order to establish a list and/or pool of qualified applicants, except for Correction Officer vacancies, which shall be administered through an external testing service (i.e. Public Safety Testing). All qualified regular, full-time and regular, part-time City employees, including those who were laid off within the previous 24 months, may apply and compete in the process (regardless of union affiliation). Job announcements shall include notification of the City's intent to establish an applicant list for the classification posted and shall be posted on the citywide e-mail system. All job openings shall be open for a minimum of seven (7) working days. Exceptions to the in-house posting may be agreed upon by the parties in Labor Management.

The internal applicant pool shall be evaluated prior to extending the recruitment to outside applicants. Those who do not pass the internal process will receive notification through the applicant tracking system. The City may thereafter post the job opening to outside applicants. In such cases, employees who applied through the in-house process and meet minimum qualifications shall be allowed to compete in the external process. Civil Service rules and regulations shall govern all Civil Service positions.

When the decision is made to open to recruitment externally, the hiring manager will make every attempt to personally contact the internal applicants prior to the recruitment being opened externally. If the hiring manager is unable to reach an internal applicant before a recruitment goes external, the hiring manager will make personal notification as soon as possible.

For non-civil service positions, upon completion of the recruitment and screening process, the City may establish a non-ranked pool of qualified applicants. This pool may be utilized for a period up to twelve (12) months for the classification. Such applicant pool shall be established by classification and may be utilized by multiple departments at the hiring manager's discretion. Once an applicant pool has been established for a job classification in accordance with the above procedure, the City is not required to reopen positions of the same classification internally before accessing the applicant pool. When a qualified applicant pool is being considered for a subsequent opening, a general notice of such will be sent to all city employees. In addition, the qualified candidates on the active pool shall be notified in writing, via email, of the opportunity to contend for the position. If the qualified applicant pool is not used, the City shall initiate the announcement process with an internal announcement as required above.

When a regular, part-time incumbent's position is authorized to become a regular, full-time position, the opportunity shall first be offered to the incumbent employee.

### **Section 3.8 – Rehired Non-Civil Service Employees**

The following section applies to any non-civil service employee who separates from employment and returns within two years. Regular service shall be defined as regular full-time or regular part-time employment with the City of Kent. Seniority shall accrue at an equal rate for regular part-time employees as for regular full-time employees based on years of regular service. Adjustments in seniority for leaves without pay shall be made

for each full calendar month or more. Rehired employees will have their leave accrual and longevity adjusted to give credit for their prior seniority before separation. Any sick leave a rehired employee had at the time of separation will be restored. A rehired employee may select the medical plan enrolled in at separation, if available. Employees who separated from the City, but were rehired within thirty (30) days of their separation date, will have their seniority date restored.

## **ARTICLE 4 – HOURS OF WORK**

### **Section 4.1 – Hours of Work**

For the purpose of this Agreement, shift employees shall be defined as any position that requires bidding for a twenty-four (24) hour shift. Non-shift employees shall be defined as those positions working a traditional schedule (5/8s, 4/10s, 9/80s, etc.) and are not eligible for twenty-four (24) hour shift bidding.

- A. Shift Employees: For Corrections Officers, Corrections Sergeants, Records Supervisors, and Records Specialists, the normal work schedule for employees covered by this agreement shall not exceed forty (40) hours of work in a seven (7) consecutive day period. The work week will commence at the beginning of day shift on Sunday and end with completion of Saturday night's graveyard shift. The normal work schedule for all Records Supervisors and Records Specialists shall be designed with a minimum of a thirty (30) minute unpaid lunch period. The normal work schedule for Corrections Officers and Corrections Sergeants shall include a thirty (30) minute paid lunch period.
1. The employee's work schedule, which is a result of the shift bidding process, shall be posted at least fourteen (14) calendar days prior to the beginning of the applicable work period. Work schedules may be changed with fourteen (14) calendar days notice. Work schedules may be changed with less than fourteen (14) calendar days notice by mutual agreement between the employee and management.
  2. The work schedule shall be either five (5) consecutive workdays followed by two (2) consecutive days off, or four (4) consecutive workdays followed by three (3) consecutive days off, except at shift rotation time, or a mutually agreed upon alternative work schedule.
  3. Scheduling changes may be made where there is an operating need. The Union shall be given thirty (30) calendar days advance notice of any change in the basic schedule (5-2 to 4-3 or 4-3 to 5-2), and of the schedule determined for new assignments or positions, and the reasons necessitating it, in order to discuss alternatives and impacts.
  4. Employees must be scheduled with at least twenty-four (24) hours between the time each regular shift begins. If as a result of shift bidding, an employee's schedule would not allow for at least twenty-four (24) hours between the time each regular shift begins, the employee will be provided an opportunity to take a day of leave or adjust their schedule for the first

week of the new rotation only. Except as provided herein, the Police Administration shall have the right to determine the work schedule.

5. Any employee covered in this section who is required to report back to work between the end of their regular shift and the beginning of their next regular shift shall be paid at the overtime rate for all hours worked between regular shifts.
6. Daylight Savings – Employees who work graveyard shift during the fall will be paid one hour at the overtime rate of time and one-half when the clocks are moved back one hour. Employees who work graveyard shift during the spring will be required to utilize one hour of annual or compensatory leave when the clocks are moved forward one hour, or be allowed to work the additional hour to complete their normal shift hours.
7. Corrections Jail staff shift trade: Employees may trade shifts with other employees of equal rank within the same work unit. Trades must be completed within thirty (30) calendar days of each other. The trade shall be relatively cost neutral to the City and be of minimal administrative burden. For the purpose of this section, a work unit is defined as corrections officers and sergeants that are assigned to jail staffing. The shift trade must be voluntarily submitted by both employees and be pre-approved by both employees' supervisor(s). The supervisor(s) shall have full discretion to approve/deny the trade request.

#### Subsection 4.1.1 Rest Periods

The parties agree it is mutually beneficial to corrections sergeants, corrections officers, evidence and records personnel for the safety and the quality of service to provide at least eight (8) consecutive hours of rest between work shifts. To ensure such, the parties agree to the following:

- a. The City will make every effort when scheduling employees to provide at least an eight (8) hour consecutive rest period between work shifts. If an employee works overtime, call out, or is scheduled for training or another assignment outside of their normally scheduled hours, the employee shall take time off on paid administrative leave to allow for a continuous eight (8) hour rest period between work shifts.
  - b. Employees shall not work assignments which would result in the employee working more than seventeen (17) consecutive hours or intentionally stack overtime for the purposes of effectively changing employee's regular work schedule..
  - c. This provision shall not apply during emergencies. Emergencies include, but are not limited to natural disasters, riots, demonstrations and special events which cannot be handled by call up of the next shift.
- B. Non-Shift Employees: For regular, full-time employees not covered under Section A above, the regular hours of work each day shall be consecutive except for lunch periods. The normal work week shall be five (5) consecutive days of not more than eight (8) hours per day, Monday through Friday, exclusive of lunch period,

except where the work day or work week is different and is accepted as a condition of employment when the employee is hired. Scheduling changes may be made where there is an operating need.

1. The normal work week for regular, part-time employees shall be up to eight (8) hours per day and up to forty (40) hours per week, exclusive of lunch periods.
2. The employee shall be given at least fourteen (14) calendar days advance notice of change in the employee's work schedule. Work schedules may be changed with less than fourteen (14) calendar days notice by mutual agreement between the employee and management. Change in schedule shall be allowed with less than fourteen (14) calendar days notice by employee and management, due to emergency operational need or when the employee is placed on administrative paid leave and is needed for interview(s) related to an investigation.
3. Any employee covered in this section who is required to report back to work between the end of their regular shift and the beginning of their next regular shift shall be paid at the overtime rate for all hours worked between regular shifts.

#### **Section 4.2 – Alternative Work Schedules**

Alternative schedules, as agreed to by employer and Union, may be utilized. Examples of alternative work schedules include, but are not limited to, flex time, 4/10's, 9/80's, 12-hour shifts, and telecommuting. Any new type of alternative work schedule needs to be reduced to writing and signed off by the City and the Union. The City reserves the right, with fourteen (14) calendar days notice to the employee to revert back to the normal schedule based on operating need and/or to manage the employees performance. The employee may also, with fourteen (14) calendar days notice, revert back to the normal schedule.

#### **Section 4.3 – Meal and Rest Periods**

All employees shall be granted a meal period of not less than one-half (1/2) hour nor more than one (1) hour during each work shift. Occasional exceptions may be made by mutual agreement between the supervisor and employee, as defined in Section 4.1 above.

Except in emergency situations, all employees will be granted one paid fifteen (15) minute rest period during each one-half (1/2) shift, at the middle of each one-half (1/2) shift whenever feasible. Emergency situations are defined as situations where injury to persons, loss of life, and/or serious public or private property damage are possible. It is management's responsibility to afford the employee the aforementioned breaks and it is the employee's responsibility to take those breaks.

Employees whose work requires personal cleanup prior to leaving the Employer's premises or job site shall be allowed necessary time for doing so prior to lunch and the end of the shift.

With mutual agreement, management and non-shift employees may agree to occasional combination of the meal period and fifteen (15) minute rest period(s) that supersede the requirements of WAC 296-126-092 (e.g. for the purposes of wellness activities or personal appointments). This combination of rest period(s) shall not be allowed for the purposes of early release from scheduled work day. This meal and rest period request is not eligible for grievance.

## **ARTICLE 5 – OVERTIME, COMPENSATORY TIME AND CALL BACK**

### **Section 5.1 – Overtime**

The City reserves the right to determine whether overtime is necessary or should be worked.

- A. All regular full-time employees shall be paid at the rate of time and one-half their rate of pay for all time compensated in excess of their normal forty (40) hour work week. In computing overtime, rounding up to the nearest one-quarter (1/4) hour shall be used. In addition, all regular full-time employees who work in excess of their regular shift in any one (1) day exclusive of the lunch period shall be paid at a rate of time and one-half.
- B. Any regular part-time or job share employee who works in excess of forty (40) hours in a work week, or eight (8) hours in a work day shall be paid at time and one-half.
- C. Mutually agreed alternative work schedules beyond eight (8) hour days shall be paid at time and one half for all hours in excess of their regular shift.
- D. Employees required to work on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day within the same work week shall be paid at the rate of time and one-half. However, if the work on the 6<sup>th</sup> or 7<sup>th</sup> consecutive day is as a result of the employee's alternative work schedule or is at the employee's voluntary request, and such request is approved by the City, the City shall not be obligated to pay overtime unless the employee has met the provisions in paragraphs A, B, or C above.
- E. Additional hours shall be offered evenly to those employees who normally perform the work within the same work unit.

#### **Subsection 5.1.1 – Corrections Mandatory Overtime Assignment Process**

The parties agree to work in partnership to find cost effective and sustainable ways to reduce the need for overtime. When overtime is the only operational way to provide the required public safety service of a fully operational jail, management reserves the right to mandate overtime as needed. Volunteers will first be sought to cover overtime shift assignments. When no volunteer is forthcoming, mandatory overtime to meet staffing levels shall be assigned. This overtime will be filled by reverse seniority of the employees on the preceding shift. Due to health and safety reasons, at no time shall an employee work more than two (2) mandatory overtime shift assignments in one (1) work week. If mandatory overtime must be assigned and the least senior employee

has already been mandated twice in that work week, the shift assignment will fall to the next employee assigned to the preceding shift based on reverse seniority.

### **Section 5.2 – Call Back**

- A. Call back shall be defined as all time worked, whether scheduled or unscheduled (to include voluntary overtime) in excess of a regular shift, which is not annexed to either the beginning or end of the shift. Employees called back to work shall be paid a minimum of three (3) hours at the overtime rate.
- B. Regular part-time employees shall not be considered in call back status if the work is voluntary and pre-scheduled.
- C. This section may not apply to certain circumstances where an employee has a flex schedule as identified in Section 4.2 Alternative Work Schedules.
- D. Regular, full-time employees shall not be considered in call back status if the additional work to be performed is scheduled to be annexed to the employee's regular work shift. However, if the employee requests to work such additional hours not annexed to his or her work shift, and such request is approved by the City, the full-time employee shall only be paid for the actual overtime hours worked.

### **Section 5.3 – Compensatory Time**

Employees shall have the right to receive compensatory time at the same ratio as the overtime rate in lieu of cash payment for overtime. Overtime worked which is to be paid in whole or in part by grants, project funds, or reimbursements shall be paid as overtime and shall not be eligible for compensatory time accrual when such funding or reimbursement cannot be achieved if compensatory time is granted in lieu of overtime pay.

The amount of compensatory time allowed to be accrued by bargaining unit members shall be one hundred (100) hours. All hours accrued above one hundred (100) must be paid unless special approval is received. The cash out will be included in the next regularly scheduled paycheck.

Request for special approval will be filed with the division or department manager who will then route to the Human Resources Director for final approval. In no event shall accumulated compensatory time exceed 150 hours.

Employees who wish to take compensatory time off must receive pre-approval for such leave use from management. The City will make reasonable efforts to accommodate such compensatory leave requests unless it is determined that the operational effectiveness of the City would be impaired by such action in accordance with the Fair Labor Standards Act (F.L.S.A.). It is understood that "reasonable efforts" shall not include canceling another employee's approved vacation leave in order to accommodate the employee's compensatory leave request.

## **Section 5.4 – Mandatory Standby**

The City reserves the right to establish a mandatory standby program within defined work units. Standby periods shall be determined by the City. Volunteers shall be sought before mandatory assignments are made.

Employees placed on mandatory standby by the department director, or designee, shall be required to carry a communication device (such as a phone or pager) provided by the City and be able to respond to call back situations immediately without restrictions or impairments.

Employees assigned to mandatory standby by the department director, or designee, shall be compensated at \$2.60 per hour. Standby pay shall commence upon the employee's departure from work. Standby pay shall cease upon the employee's return to work for his or her assigned shift.

## **Section 5.5 - Emergency Response**

- A. Employees occupying emergency designated "essential positions" per City Policy shall not be considered to be on call for that purpose.
- B. Police Department personnel who are assigned pagers or cell phones shall carry them at all times while on-duty and off-duty to provide a means for the department to contact them in cases of emergency. Employees are not required to carry their cell phones/pagers while on approved leave. Employees who choose to carry their personal cell phones in lieu of pagers shall maintain text messaging capability on their cell phones and keep the department informed of their cell phone information. While off-duty, unless placed on standby, employees will not be compensated for carrying their pagers/cell phones. Employees are only required to respond to call backs in cases of emergency unless extenuating circumstances prevent the response. Examples of emergency situations include, but are not limited to, natural disasters, riots, demonstrations, and events which cannot be handled by call up of the next shift.

## **ARTICLE 6 – UNION ACTIVITIES**

### **Section 6.1 – Attendance at Meetings**

With prior notice, the City will grant employees who are designated Union representatives reasonable time off, with pay, for meetings with City officials, investigating grievances, grievance meetings, P.E.R.C. or arbitration hearings, labor/management meetings, and contract negotiations. Meetings between the Local Union representatives and management will be held during regular working hours, if possible.

The Union representative shall be allowed access at reasonable times to facilities of the City wherein the employees covered under this Agreement may be working. Access shall be granted for the purpose of conducting necessary Union business and investigating grievances. The representative shall normally notify, except where exempted in writing by the Human Resources Director, the appropriate City official (Department Director

and/or Human Resources Director) prior to arriving on City premises for Union business. In the event such prior notification cannot be given, and a written exemption has not been provided as stated above, the Union representative will give such notice to the Human Resources Director or appropriate Department or Division Director within ten (10) minutes after his/her arrival at City facilities. Employees whose regular work schedule is a swing shift or a night shift, may be allowed to adjust their work schedule with prior supervisory approval for the purpose of attending Union meetings (limited to 12 meetings per year). However, employees may elect to use either annual leave or compensatory time, if available, for time spent attending Union meetings.

The Union shall be allowed sixty (60) minutes with new or rehired employees' to discuss the Collective Bargaining Agreement, the Union, and any other related concerns that the new employee may have. This meeting may occur either during the new hire orientation or at a separately scheduled time on city premises.

### **Section 6.2 – Bulletin Boards**

The City shall permit the reasonable use of bulletin boards and e-mail by the Union for the posting of notices relating to Union business. Bulletin boards will be located in each represented work area. Material posted thereon shall be the responsibility of the Union. Shift personnel may receive Union notices in their City mailboxes.

### **Section 6.3 – Employee Upholding Union Principles/Performing Duties**

The City agrees that the employees covered by this Agreement shall not be discharged or discriminated against for upholding Union principles or for performing duties authorized by the Union, as long as their activities do not interfere with normal work processes of the City. The City agrees to meet with the Union to seek mutual resolution to concerns so that employees shall not be required to cross the picket line of a strike sanctioned by the King County Labor Council.

### **Section 6.4 – Union Convention and Conference Leave Bank**

The City will allow the donation of annual leave to a Union Convention and Conference Leave Bank for use by members who have been duly elected to attend official union conventions and conferences. Donations shall be accepted in whole hour increments. The Union may solicit donations at any time, but the deadline for submission to the City shall be September 30<sup>th</sup> of each year. Any donations made on or before September 30<sup>th</sup> will be available for use on October 5<sup>th</sup> or earlier.

Once the donation is made, it will be converted at the donor's rate of pay at the time of donation and maintained on a dollar basis. The cap of this leave bank shall be equivalent of sixty-four (64) hours times the top Senior Financial Analyst base hourly pay as of January 1<sup>st</sup> of each year. Any unused balance in the Union Convention and Conference Leave Bank shall be carried over from year to year and will not be subject to any wage increases. If more donations are made than would be necessary to reach the maximum, the donations shall be accepted on a first donated first accepted basis.

The Union President, or designee, shall have the sole authority to approve use of the Union Convention and Conference Leave Bank. Requests for time off under this section shall be treated as annual leave and governed by Section 18.3-Scheduling Annual Leave.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **Section 7.1 – Grievance or Dispute over Provisions of Agreement**

A procedure is hereby established as a means to resolve grievances. Grievance shall be defined as a claim or dispute by an employee, group of employees or the Union with respect to a violation of the express provisions of this Agreement. Both parties agree to make every effort to promptly address issues which may give rise to grievances at the lowest level possible.

Grievances processed through the grievance procedure shall be heard during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., unless stipulated otherwise by the parties. Grievants and employee representatives involved in such grievance meetings during their scheduled working hours shall be allowed to do so without suffering a loss in pay.

If a grievance is not presented by the employee or the Union within the time limits set forth below, it shall be considered “waived” and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer; provided, that any agreement to extend the time period shall be in writing. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance denied at that step and the employee/Union may immediately appeal the grievance to the next step.

If the parties mutually agree in writing, the timelines set forth in this section for processing of grievances will be put on hold for a mutually agreed upon period of time to allow the parties to address the grievance in Labor/Management. If a resolution is not agreed to, the grievance process shall continue. Grievances shall be resolved in the following manner.

### **Section 7.2 – Civil Service Appeal**

Actions subject to appeal through either 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. 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 7.3 – Grievance Steps**

### **Step 1**

A grievance shall be reduced to writing and presented by the aggrieved employee and/or his/her Union Steward/Representative to the employee's supervisor within fifteen (15) working days of the alleged contract violation. The Step 1 grievance shall be presented to the first supervisor in the employee's chain of command who is not represented under this collective bargaining Agreement.

The supervisor should consult and/or arrange a meeting with the employee and/or Union Steward/Representative as necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The supervisor(s) shall answer the grievance within ten (10) working days after receipt of the grievance.

Grievances regarding suspensions, demotions, or terminations may be presented at Step 2.

### **Step 1B (If Applicable)**

For Civil Service employees, if the grievance is not resolved as provided above, it shall be forwarded to the appropriate Division Commander by the aggrieved employee or Union representative within ten (10) working days of receipt of the immediate supervisor's answer to the grievance. The Division Commander shall answer the grievance within ten (10) working days after receipt of the grievance.

### **Step 2**

If not resolved above, the grievance shall be reduced to writing and submitted to the Department Director by the aggrieved employee and/or the Union within ten (10) working days following the completion of Step 1. The written grievance shall include a statement of the issue, the section(s) of the Agreement allegedly violated, facts of the case, and remedy sought. A meeting shall be arranged within ten (10) working days with the City and representatives of the Union. Following that meeting the party responding to the grievance shall give its written response within ten (10) working days of the completion of the meeting.

### **Step 3**

Grievances not settled to the satisfaction of the Union shall then be presented by the Union directly to the Mayor or their designee within ten (10) working days of the Step 2 response. The written grievance shall include a statement of the issue, the section(s) of the Agreement allegedly violated, facts of the case, and remedy sought. A meeting shall be arranged within ten (10) working days between the City, the grievant and/or the Union. The Mayor or their designee shall then submit a decision, in writing, on the grievance within ten (10) working days from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union.

Mediation:

At the time the Union submits the grievance to the Mayor the Union or the aggrieved employee or the Mayor or their designee may submit a written request for voluntary mediation assistance to the other parties. If the parties agree to mediation a request for mediation assistance will be sent to the Washington State Public Employment Relations Commission (PERC). PERC will assign a mediator. The parties agree that no information provided by or created by the mediator, whether written or verbal, nor any recommendation of the mediator, shall be admissible in a future arbitration of the same matter. The mediator will schedule the mediation conference with the parties and serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference will be confidential. If the parties agree to settle the matter, the mediator will assist in drafting a settlement agreement for the parties to sign.

If the grievance is not resolved through mediation, the Step 4 meeting with the Mayor shall be arranged within ten (10) working days of the decision to not settle the matter at mediation. The Mayor or their designee shall then submit a decision, in writing on the grievance within ten (10) working days from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union.

#### Step 4

In the event the decision reached by the Mayor or their designee is unsatisfactory to the Union, the grievance may, within twenty (20) working days after the issuance of the decision of the Mayor or their designee, be submitted to arbitration by filing a grievance arbitration request with the Public Employment Relations Commission and serve that request on the City. If the parties fail to mutually agree upon an arbitrator, a list of seven (7) names shall be requested by the City from the Public Employment Relations Commission. The parties shall alternately strike names, beginning with the respondent, until one (1) name remains, that person shall serve as the arbitrator. If referred to arbitration:

- (1) the arbitrator's decision shall be final and binding;
- (2) the arbitrator shall be empowered to render a decision based on interpretation of the contract only, shall have no authority to decide issues beyond the scope of this Agreement and shall not add or delete from the provisions of this Agreement; and
- (3) the arbitrator shall render a decision within thirty (30) days after the hearing has been concluded.

It is agreed that the expenses and fees of the Arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

### **Section 7.4 – Grievance Against Union**

The following procedure shall be observed if the City files a grievance against the Union for an alleged violation of the contract.

#### Step 1

The Mayor or their designated representative shall present the grievance to the Union Staff Representative within ten (10) working days of occurrence. The Union shall attempt to resolve the matter within twenty (20) working days of receipt.

## Step 2

If the matter is not satisfactorily resolved at Step 1, the City may within twenty (20) working days refer the matter to arbitration using the procedure outlined in Section 7.3 – Step 4.

## **ARTICLE 8 – DISCIPLINARY ACTION BY THE EMPLOYER**

### **Section 8.1 – Disciplinary Action**

The City shall not discipline or discharge an employee without just cause. Employees shall be given the opportunity to have a Union Representative present at meetings where disciplinary proceedings will take place.

The City agrees with the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Oral reprimand, which shall be reduced to writing although not placed in the employee's personnel record;
2. Written reprimand;
3. Suspension or demotion; and
4. Discharge.

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as it deems appropriate.

### **Section 8.2 – Disciplinary/Personnel Records**

Employee Personnel files are the responsibility of the Human Resources Department. Except to the extent that disclosure is required by law and/or court order, employee personnel files are confidential and shall be accessed only by the following individuals:

- a) Employee;
- b) Employee's supervisor/department director;
- c) Human Resources staff;
- d) An attorney representing the City of Kent in legal matters as approved by the Human Resources Director; and
- e) Employee's Union Representative upon written authorization from the Employee. However, the employee's written authorization is not required for the employee's Union Staff Representative to have access to the employee's personnel records if such records are relevant to a pending grievance or legal action between the City and the employee's union.

The Human Resources Director is designated guardian of the City's Personnel records and bears the responsibility for lost files. Therefore, no Personnel file will be allowed to leave the immediate area of the Human Resources Department without authorization of the

Human Resources Director. All files will be allowed examination by an authorized individual while in the presence of authorized Human Resources staff.

No materials shall be included in an Employee Personnel file without the knowledge of the employee and the consent of the Human Resources Director, or designee. Employees may submit letters or documents related to their employment to the Human Resources Director, or designee, to be included in their personnel file. Rebuttals to performance evaluations and disciplinary actions shall be attached and maintained in accordance with the retention schedule for the document related to the specific employment action.

Documentation of disciplinary action shall be maintained in the employee's personnel file in accordance with the following schedule, provided that exceptions to this schedule, for earlier removal of documentation, may be approved by the Human Resources Director, or designee; and provided further, that to the extent the below time periods conflict with Washington's rules regarding records retention, Washington's rule shall prevail.

Written Reprimands: Upon written request of the employee, written reprimands shall be purged from the employee's personnel file after five (5) years from the date of the reprimand, provided no other discipline has subsequently occurred. Purged written reprimands will be kept in an archived file to be maintained as required by the State Archives and Records Management Division.

Suspensions: Permanent record of the employee's personnel file.

Demotions: Permanent record of the employee's personnel file.

At any time an employee's personnel file is subject to release, in whole or in part, to an outside party, the City will notify Union Executive Board members five (5) business days prior to such release.

Documents relating to counseling sessions should be destroyed once they are incorporated into performance evaluations, and if not incorporated into the performance evaluation, destroyed after the completion of the performance evaluation. All other documents should be sent to Human Resources.

## **ARTICLE 9 – WORK STOPPAGES AND EMPLOYER PROTECTION**

### **Section 9.1 – Work Stoppage Defined**

The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted

action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

It is agreed that all members of the bargaining unit shall perform all functions and duties required by laws of the State of Washington and ordinances of the City of Kent.

### **Section 9.2 – Back to Work Order**

Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order.

The City agrees that it shall not initiate a lockout of bargaining unit employees.

### **Section 9.3 – Disciplinary Measures by Employer**

Any employee who commits any act prohibited in this Article may be subject to the following penalties:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension (notice to be given in writing); and/or
- d) Discharge.

It is understood that these penalties are not necessarily sequential. Disciplinary action resulting from violation of this Article will be tailored to the nature and severity of the offense.

## **ARTICLE 10 – DEPARTMENT WORK RULES**

The City agrees to notify the affected employees in advance of changes in written departmental operating procedures 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 Union in advance of making the proposed change. Nothing in this section shall be construed to waive the Union's right to bargain any mandatory subject of negotiations.

Internal investigations of Civil Service employees in the Police Department will be conducted in accordance with the Police Department Internal Investigative Standards outlined in Appendix B.

## **ARTICLE 11 – MANAGEMENT RIGHTS**

The Union recognizes that an area of responsibility must be reserved to management if it is to function effectively. Unless specifically modified by sections of this Agreement, management retains the exclusive right to:

- A. Plan, direct, control and determine all the operations and services of the City.
- B. Establish the qualifications for employment and to employ employees.
- C. Direct employees of the City in the performance of their official duties.
- D. Evaluate, promote, transfer, assign, and retain employees in positions in the City.
- E. Suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
- F. Determine the management organization, the selection, retention, and promotion for occupations not within the scope of this Agreement.
- G. Schedule and assign work.
- H. Establish work and productivity standards and, from time-to-time, to change those standards.
- I. Make, alter and enforce reasonable rules, regulations, orders and policies.
- J. Determine the necessity and amount of overtime and assign such overtime.
- K. Determine the use of technology, equipment, methods, means, facilities, organization, and number of personnel by which departmental operations are to be conducted.
- L. Determine whether goods or services are made or purchased.
- M. Take whatever actions may be necessary to carry out public safety and essential city functions in emergency situations.
- N. Maintain efficiency of government operations entrusted to management.

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 shall remain exclusively with the City except as they may be shared with the Union by specific provisions of this Agreement.

## **ARTICLE 12 – CONTRACTING WORK**

The employer agrees not to contract-out bargaining unit work except under the following conditions:

- A. The employer will notify the Union at least forty-five (45) calendar days, except in cases of emergency, prior to contracting out bargaining unit work in order to

determine if that work might be more efficiently done in-house. Upon request, the employer agrees to meet with the Union.

- B. Temporary agency employees (i.e. Kelly Services) may be utilized in accordance with the provisions of Section 1.3 – Temporary Employees (criteria, timeframes). The City shall notify the Local Union President of all temporary agency employees performing bargaining unit work. This notification will be monthly to include name, department, date of hire, temporary classification and hours worked.

### **ARTICLE 13 – CIVIL SERVICE AGENDAS/MINUTES**

The City will send copies, via e-mail, of Civil Service agenda and minutes to the Union until such time as the information contained therein is made available electronically and through the City’s intranet.

### **ARTICLE 14 – PAY PERIODS**

The Employer shall pay all employees twice each month. The City shall pay all regular employees on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month. In the event the fifth (5<sup>th</sup>) or twentieth (20<sup>th</sup>) falls on Saturday, Sunday or holiday, the pay date shall be the preceding non-holiday, business day. Any employee who is laid off or terminated shall receive all monies due him/her on the next scheduled payday (if possible) or the subsequent payday if not sufficient time to process.

The City will make every effort to ensure that employees receive their payroll funds by 12:00 noon on the designated payday.

Employees will receive their pay by direct deposit or a pre-paid debit card. Concerning employees who wish to 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 5<sup>th</sup> and the 20<sup>th</sup> of each month and that the City makes every effort to initiate the electronic transfer of employee pay one (1) business day prior to each payday to employee accounts.

### **ARTICLE 15 – WAGES, COMPENSATION AND LONGEVITY**

#### **Section 15.1 – Wages**

The salary schedule for positions in the bargaining unit shall be based on the increase as follows for benefitted full-time, benefitted part-time, and benefitted temporary limited term employees:

- A. Effective January 1, 2020, all benefitted classifications set forth in Appendix “A” of the bargaining unit shall receive a wage increase of 3%. In addition, there shall

be a one (1) range increase for the following classifications: Parking Enforcement Assistant, Code Enforcement Officer, Corrections Officer, Corrections Sergeant, Combination Building Inspector and Plans Examiner. There shall be a two (2) range increase for Legal Secretary I.

- B. Effective January 1, 2021, all benefitted classifications set forth in Appendix "A" of the bargaining unit shall receive 100% of the 2020 Seattle-Bellevue-Everett June CPI-W with a minimum of 1% and a maximum of 4%. There shall be a two (2) range increase for Legal Secretary I.
- C. Effective January 1, 2022, all benefitted classifications set forth in Appendix "A" of the bargaining unit shall receive 100% of the 2021 Seattle-Bellevue-Everett June CPI-W with a minimum of 1% and a maximum of 4%.

### **Section 15.2 – Salary Structure**

- A. The salary range for employees in Appendix A of this agreement shall consist of five steps, A through E, with approximately five percent (5%) between each step.
- B. New Hires. New employees hired into steps A through D will be eligible for a step increase after successfully passing their twelve (12) month probationary period. After the first step increase as stated above, the employee shall be eligible for step increases after every twelve (12) months of service (less any authorized unpaid leaves of absence), until the maximum step in the range is reached.
- C. Transfers. For the purposes of this section, a transfer shall be considered as any movement of an existing employee from one classification to an equally or lower compensated classification. When employees are transferred, they shall be placed in the salary step within the new salary range which is closest but not less than their previous compensation nor greater than the top step of the new salary range. If the top step of the new salary range is less than the employee's present compensation level, the employee shall be placed at the top step of that new range. Their increment date shall not be changed.
- D. Promotions. For the purposes of this section, a promotion shall be considered any movement from one classification to a higher compensated classification. When employees are promoted, they shall be placed in the salary step within the new salary range which represents a minimum of five percent (5%) increase not to exceed the maximum of the new pay range. If the top step of the new salary range is less than five percent (5%) increase over the employee's current compensation level, the employee shall be placed at the top step of that new range. Their increment date shall be adjusted accordingly to reflect the promotion.
- E. Reclassifications. Employees reclassified to a higher salary range shall be placed in the salary step within the new salary range which represents a minimum of at least two and one-half percent (2 ½%) annualized increase, however, at no time will the employee be paid above the maximum of the new pay range. If at any time, the top step of the new salary range is less than two and one-half percent (2 ½%) increase over the employee's current compensation level, the employee shall be placed at the top step of the new range. Their increment date shall be

adjusted accordingly to reflect the reclassification. The determination of appropriate step is subject to the discretion of the Department Director or designee.

F. Step Increase. The effective date for all step increases shall be as follows:

For employees hired on the first (1<sup>st</sup>) of the month through and including the fifteenth (15<sup>th</sup>) of the month, the increase shall occur on the first day of the month of the employee's hire date which becomes the employee's anniversary date for purposes of step increases.

For employees hired on the sixteenth (16<sup>th</sup>) through and including the last day of the month, the increase shall occur on the first day of the month that follows the month of the employee's hire date which becomes the employee's anniversary date for the purposes of step increases.

### **Section 15.3 – Job Descriptions and Reclassification Requests**

Job descriptions for all represented employees shall be maintained by the Human Resources Department. All substantive, defined as all non-housekeeping, changes to job descriptions shall be presented to the Union prior to any formal acceptance of the changes. This does not confer upon the Union approval rights.

Employees may apply for reclassification if they can demonstrate that there have been significant changes in their job, typically this means that the employee has added higher level or new duties that accounts for fifty percent (50%) or more of the employee's regular duties. Employees will be required to complete a position questionnaire. The employee's supervisor and department director will also be required to complete a section of the questionnaire. The questionnaire will then be forwarded to Human Resources for an evaluation. The union will be copied on Human Resources' conclusion. If a wage increase is warranted as a result of the reclassification process, such increase shall be retroactive to the first day of the month following receipt of the completed and signed questionnaire by Human Resources.

An employee, or supervisor, may appeal the findings of the Human Resources Department by submitting a written appeal to the Chief Administrative Officer within ten (10) working days of Human Resources written recommendations. The Chief Administrative Officer will schedule an appeal meeting with the employee. The Chief Administrative Officer will provide a written response to the employee within fifteen (15) working days from the date of the appeal meeting.

### **Section 15.4 – Longevity**

The following longevity pay shall apply:

After 5 consecutive years of service:	1% of base pay
After 10 consecutive years of service:	2% of base pay
After 15 consecutive years of service:	3% of base pay
After 20 consecutive years of service:	5% of base pay

The longevity pay shall be calculated on the base wage of eligible employees; provided, the base pay the employee receives as a result of an acting assignment in accordance with Section 15.7 will be included in the calculation of longevity pay.

**Section 15.5 – Educational Incentive Plan**

For employees in the Corrections Officer and Corrections Sergeant classifications, an Education Incentive Program shall be provided for qualified employees. Qualified employees are those who have attained the education levels defined below. For employees who qualify, educational levels will be compensated at the following rates:

- |    | <u>Associate</u>  | <u>Bachelors</u> | <u>Masters</u>  |
|----|---|------------------|-----------------|
| A. | \$60 per month  | \$100 per month  | \$120 per month |
| B. | 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. It is the employee’s responsibility to provide proof of qualification. |                  |                 |
| C. | Compensation will be provided based upon the highest educational level attained and there shall be no pyramiding of educational degrees.  |                  |                 |

**Section 15.6 – Shift Differential Pay (Police Support)**

- A. Employees who are assigned to a regular workweek of five (5) consecutive days on and two (2) consecutive days off or four (4) consecutive days on and three (3) consecutive days off will receive shift differential pay as follows:
  - 1. Employees who work shifts which normally commence after the hours of 11:00 a.m. or before 5:00 p.m. shall be considered swing shift personnel and shall receive a differential pay of twenty cents (\$.20) per hour above the regular pay rate in effect for their respective job classifications.
  - 2. Employees who work shifts which normally commence after the hour of 5:00 p.m. or before 6:00 a.m. shall be considered to be grave shift employees and shall receive a differential pay of forty cents (\$.40) per hour above the regular pay rate in effect for their respective job classifications.
  - 3. Agreement between the City and Union is predicated on the current shift structure in effect at the signing date of this contract. Should the function of the section of the Kent Police Department covered by this agreement change substantially due to changes in equipment available, scheduling requirements, etc., it is understood that differential pay rates will be re-examined in light of such changes.
- B. In cases where the employee is permanently assigned to swing or grave shift, leave benefits will be paid at the differential rates. If an employee is only

temporarily assigned to a swing or grave shift, they will be compensated at the differential rate for only the hours worked.

### **Section 15.7 – Out of Class Pay**

#### A. Regular Employee (Non-Civil Service) AFSCME to AFSCME Position

1. Any non-civil service employee who is temporarily assigned by their division manager to perform at least fifty percent (50%) of the duties of a higher paying AFSCME job classification during a time period consisting of no less than one (1) full work week shall be eligible to receive acting pay.

The employee assigned to work in an AFSCME position of a higher classification shall be placed at the step that represents a minimum of ten percent (10%) increase, not to exceed the maximum of the range. Payment of acting pay shall be based on either an hourly rate or monthly rate based upon the following criteria:

- a. At the hourly equivalent (based on calculation used for overtime: monthly salary/173.33) of the higher classification if assignment is for a period of time less than one (1) month; or
- b. At the monthly equivalent of the higher classification if the assignment is for a period of time greater than or equal to one month.

#### B. Regular Employee (Non-Civil Service) AFSCME to Non-Represented Position

1. Any bargaining unit employee who is temporarily assigned by their division manager to perform at least fifty percent (50%) of a higher non-represented position's duties, for a time period consisting no less than one (1) full work week shall be eligible to receive acting pay.

The following is provided as a general guideline for acting pay compensation. The decision for specific placement of compensation will be at the discretion of the Department Director, with approval of the Human Resources Director or Chief Administrative Officer. At no time will acting pay exceed the top step of the salary range for the position being filled.

- a. At One Month or Less: For acting pay assignments of one month or less, compensation may be based on a ten percent (10%) base pay increase above the employee's current salary level for the position being temporarily filled.
- b. Longer than One Month: For acting pay assignments of more than one month to a maximum of one year (one year maximum can be extended upon mutual agreement), compensation may be placed between A and E salary level for the position being temporarily filled with a minimum of ten percent (10%) increase above the employee's base position salary.

When an employee is assigned a Department Director's position duties, acting pay may be placed within the higher salary range with a minimum of ten percent (10%) increase above the employee's base position salary. The Chief Administrative Officer or his/her designee must approve all Department Director acting assignments and compensation.

2. During an acting assignment, Management Benefits shall not be included or changed from that of the employee's base position. The employee's salary review dates will also be maintained in accordance with the employee's base position.
3. During an acting assignment the longevity pay due the acting employee will be calculated on any increase in pay provided in accordance with this article.
4. Upon return of the incumbent to his/her base position, the temporary acting pay will be discontinued immediately.
5. Employees are not obligated to accept acting assignments into a non-AFSCME position.

C. Civil Service Employees

1. Corrections Officers and Sergeants – The City agrees to compensate employees assigned by competent authority to positions of higher authority and responsibility. Assignment shall be limited to the positions of Corrections Sergeant and Corrections Commander. Assignment to Corrections Commander shall be in accordance with Section 15.7(B). Employees must be assigned to Acting Corrections Sergeant for a minimum of two (2) hours before additional compensation will be paid. During shift overlap periods, Acting Corrections Sergeant will be appointed only if neither shift has a Corrections Sergeant on duty, and then only one Acting Sergeant will be appointed. In order to qualify to act as a Corrections Sergeant, an officer must meet the minimum qualifications of the Corrections Sergeant (24/12 months of service).
2. Police Support Employees – The City agrees to compensate members of the bargaining unit assigned by competent authority to positions of higher authority and responsibility. Whenever an employee is assigned to a higher classification as described above, the employee will be compensated at the rate of the higher classification for all hours worked out of classification. Police administration, or their designee, must make formal temporary assignments to the position of higher classification before provisions of this section apply: naming person placed in the temporary classification and the length of time the employee will be in the temporary assignment.

Appointments to the position of Records Supervisor will be made whenever the regular supervisor is absent provided:

- a. There are two or more employees working;
- b. There would normally be a supervisor working the affected shift; and

- c. The Support Services Manager or another member of the police administration does not assume the responsibilities of the supervisor.
- D. Longevity pay will be included in the calculation of the base hourly pay the employee receives as a result of the acting assignment. Acting pay shall be included in overtime calculations.
- D. Acting pay assignments shall be communicated by the Department Director or Division Manager to the affected employee.

**Section 15.8 – Corrections Premium Pay/Assignment**

- A. Premium pay of five percent (5%) above base wage shall be granted to employees while they are actively functioning as Field Training Officers in the Corrections Division of the Police Department.
- B. Premium pay of three and one half percent (3.5%) of base pay per month in addition to regular pay shall be granted to uniformed corrections staff who are assigned to the following:
  - 1. Corrections Programs Sergeant
  - 2. Corrections Programs Officer
  - 3. Corrections Administrative Sergeant
  - 4. Corrections Work Crew Coordinator
  - 5. Corrections Administrative Officer

The base hourly pay the employee receives as a result of working in an acting assignment in accordance with Section 15.7 will be included in the calculation of premium pay.

**Section 15.9 – Accreditation Pay**

Corrections: The pay range levels provided in Appendix A for Corrections Officers and Corrections Sergeants shall be increased by one percent (1%) in recognition of the Kent Correctional Facility’s WASPC accreditation, and shall remain in effect while the Facility retains its WASPC accreditation status.

Kent Police Department Civilian Positions: The pay range levels provided in Appendix A for bargaining unit civilian positions assigned to the Kent Police Department shall be increased by one percent (1%) in recognition of the Police Department WASPC accreditation, and shall remain in effect while the Police Department retains its WASPC accreditation status.

The base hourly pay the employee receives as a result of an acting assignment in accordance with Section 15.7 will be included in the calculation of accreditation pay.

**Section 15.10 – Custodian Specialty Pay /Assignment**

The custodian assigned to the Senior Center will be paid a specialty pay of one (1) dollar per hour for the expected oversight of work crew inmates. Participation in this program

is voluntary and a custodian that does not want to be assigned to the Senior Center will not be so assigned. The parties acknowledge that the work at the Senior Center requires certain skills and abilities that may limit who is assigned to that area.

At six month intervals the City will evaluate custodial assignments. Custodians will be asked to submit their top three areas of assignments. Management has the authority to make the assignments taking into consideration the City's desire to have cross trained custodians, custodian seniority, and employees' orders of preference.

### **Section 15.11 – Commute Trip Reduction (CTR)**

The City shall provide a Commute Trip Reduction Program (CTR) for the employees in the bargaining unit. The CTR program may include alternate work schedules, on-site carpool and/or vanpool parking spaces, and secure bicycle parking.

### **Section 15.12 –Police Department Recruiting Incentives**

The following provisions apply to the Recruiting Incentive Program and applies to all members of the Kent Police Department.

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

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

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 below 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. This incentive program is for the sole purpose of attracting recruits to the Kent Police Department, and shall not be utilized as a basis for seeking additional salary for its members.

#### **A. Officer Referral Incentive**

- The Recruiting Incentive is \$1,000 for an entry level corrections or police officer, and \$2,000 for a qualified lateral corrections or police officer, less all applicable payroll taxes and deductions.
- To qualify department personnel for the Recruiting Incentive, the corrections or 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 employee for the Recruiting Incentive.
- The following department personnel are not eligible to receive the Recruiting Incentive: Any department employees who recruit a candidate from a Department sanctioned event (i.e., job fair or PST testing event). Additionally, any department employee who qualifies for a recruiting incentive will not conduct any portion of the background process for the candidate referred.

- Upon receipt of a completed and timely personnel change request form, 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 change request is received after the payroll processing cut-off date, the Recruiting Incentive will be processed for payment on the next following pay date.

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

#### B. Lateral Corrections 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 or employed within the previous 24 months as a corrections 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 most recent agency.

2. The total amount of the hiring incentive will be \$5,000, less applicable taxes from the Internal Revenue Service or other required deductions, and will be payable in two equal installments. The first installment of \$2,500 will be paid on the first pay period of the recruit, and the second installment of \$2,500 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 (\$2,500) 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 that 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.
- In cases in which the lateral recruit is not meeting the standards of the probationary period and is allowed to voluntarily resign in lieu of termination, management retains the right to determine if repayment is necessary.

4. The City may also offer as an incentive:

- A lump sum of sick leave hours.
- A lump sum of paid leave hours, not to exceed forty (40) hours; if the employee separates from employment prior to completing his or her probationary period, the paid leave shall have no cash value. Once the employee passes probation, all

remaining unused paid leave will be transferred to the employee's annual leave bank.

- Corrections Officers who relocate upon hiring to a residence closer to the City of Kent may be allowed up to one thousand dollars (\$1,000) in relocation expenses per City policy through the City's receipt and reimbursement procedure.

### **Section 15.13 –Bilingual Pay**

The City recognizes the benefits of bilingual skills. The Department Director shall determine:

1. The language(s) and level of language proficiency to be eligible for bilingual pay;
2. The testing or methodology used to determine proficiency; and
3. The number of bilingual employees (in each qualifying language) needed by the department.

Employees eligible for bilingual pay, as approved by the Department Director, shall receive one hundred dollars (\$100) per month in recognition of their language skills.

### **Section 15.14 – Instructor Pay**

The Police Chief shall designate staff to each instructor position. Employees designated to instructor positions shall receive seventy-five dollars (\$75.00) per month per position in recognition of the training hours and/or certifications required to maintain instructor eligibility. The following is the list of established instructor assignment positions:

1. Firearms;
2. Defensive Tactics;
3. Taser;
4. Pepperball; and
5. The WRAP

Instructor positions that will receive the incentive pay shall be identified and authorized by the Chief. The identified instructor positions will be annually reviewed by the City and AFSCME representatives to maintain the list. The Chief has the authority to add instructor positions to the list with proper notification to the Union.

## **ARTICLE 16 – EMERGENCY CONDITIONS**

In the event of a natural disaster, threat/act of terrorism, declared emergency or inclement weather resulting in emergency conditions, the following provision shall apply:

Employees who are unable to travel safely to work or who request to leave before the end of their shift and such request is approved by their supervisor/manager, shall be required to use annual leave, compensatory time, or leave without pay to cover all hours away from work.

**ARTICLE 17 – HOLIDAYS**

**Section 17.1 – Holidays Observed**

A. The following holidays shall be paid holidays for all employees covered by this Agreement.

New Year’s Day	1 <sup>st</sup> Day of January
Martin Luther King’s Birthday	3 <sup>rd</sup> Monday of January
President’s Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> Day of July
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	11 <sup>th</sup> Day of November
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day After Thanksgiving	Day after Thanksgiving
Christmas Day	25 <sup>th</sup> Day of December
Two (2) Personal Holidays	Scheduled with Management Approval
Other holidays as proclaimed by the Mayor and/or City Council	

B. Holidays Observed

Shift Personnel: For the purpose of this article, shift personnel shall be defined as those who are required to work rotating shifts in 24-hour operations and those whose regular work shifts include weekends. For these shift personnel, holidays shall be observed on the actual holidays. However, Memorial Day shall be observed on the last Monday in May as outlined above.

Non-Shift Personnel: For all non-shift personnel, except as provided in Section 17.2.D.5, holidays shall be observed on the days outlined above. However, for dates when the above holidays fall on Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed.

**Section 17.2 – Holiday Leave Bank**

The following provisions of the holiday leave bank shall be applicable to all employees of the bargaining unit.

A. Eligibility

1. To be eligible for holiday leave pay, an employee must be fully paid on the City’s payroll the work day preceding and the work day following an observed holiday as specified in Section 17.1. An employee on leave without pay for any portion of the scheduled work day preceding or following the holiday is not eligible for holiday pay.
2. New Hires: Employees working less than a full calendar year will receive such holiday hours in a proportion equal to the number of holidays occurring during the calendar year while the employee is working for the City on a regular basis. Employees with a hire date before September 1<sup>st</sup> of each year shall receive two

(2) personal holidays. Employees with a hire date of September 1<sup>st</sup> and after shall receive one (1) personal holiday. Personal holiday hours are eligible for use beginning the date of hire. Termination: Employees terminating during the year will be paid eight (8) hours for each holiday occurring up to the date of termination (including their personal holidays, if eligible), minus all holiday hours already withdrawn from the bank that year. Deductions, if any, will be made from the employee's final paycheck.

B. Accruals

1. Regular Full Time employees of the bargaining unit shall be entitled to 96 hours of holiday pay during each year. The 96 hours shall be placed in a holiday bank for each employee on January 1<sup>st</sup> of each year.
2. Regular Part-time employees of the bargaining unit shall accrue holiday hours based on their actual hours compensated and shall participate in the holiday bank identified above on a prorated basis. Initial bank hours shall be established based on budgeted hours and shall be adjusted to reflect compensated hours on the following month.
3. In the rare case that New Year's Day occurs on a Saturday, the employee's leave bank will no longer be adjusted. The employee will instead observe New Year's Day on the following Monday. The employee shall still receive the normal ninety-six (96) hours (or prorated amount) of leave placed in his or her holiday leave bank.

C. Holidays Not Worked

1. Employees who do not work on holidays as listed in Section 17.1 shall withdraw either eight (8) hours or the equivalent of their normal work shifts from their holiday banks to cover their holidays off. If the employees have exhausted their holiday leave banks, they may draw from their vacation or compensatory time banks to cover holiday time off.
2. However, if the holiday falls on a day the employee is regularly not scheduled to work (normal day off), the employee will take the day off as scheduled. The employee shall have full discretion as to whether to bank the holiday hours for cash out or to reschedule the day off at another time. With management approval, the employee may take the holiday off the day before or the day after the holiday, or to take the holiday off at a later date in the above withdrawal manner. The employee will submit a leave request form when requesting to use a rescheduled holiday.

D. Holidays Worked

1. All employees who work, with management approval, on the holidays listed in Section 17.1 shall be compensated at the rate of one and one-half (1-1/2) times the regular base pay for all hours worked. However, employees who work Thanksgiving or Christmas shall be compensated at the rate of two (2) times

the regular base pay for all hours worked. There shall be no pyramiding of overtime.

2. Full shift: Employees who, with management approval, work their full shift on one of the holidays listed in Section 17.1 shall be compensated at the appropriate rate for all hours worked as specified above. They will not draw from their holiday bank for the day worked.

All holiday hours not used will be banked for later use, with management approval, or for cash out.

3. Partial shift: Employees who work, with management approval, part of their shift on one of the holidays listed in Section 17.1 shall be compensated at the appropriate rate for all hours worked as specified above. They shall also draw from their holiday leave bank any hours needed to make up the full shift. Hours not drawn to cover holiday time off will be banked for later use, with management approval, or for cash out.
4. Corrections Officers and Records Personnel: Shifts which are eligible for holiday compensation for hours worked are only those shifts which begin work within the twenty-four (24) hour period considered to be holidays in Section 17.1. However, employees who work swing or grave shifts on Christmas Eve shall also be compensated at the rate of time and one-half (1-1/2). Additional time off at a later date shall not be provided to employees who work Christmas Eve.
5. Police Support Personnel: Employees whose normal work schedule would ordinarily include Martin Luther King Day, President's Day and/or Veteran's Day shall be given the option of working their regular shift on said Holiday(s). Employees who elect to work the holiday must notify Police Administration in writing at least fourteen (14) calendar days before the holiday of their intent to work.

In addition, these employees may submit a written request at least fourteen (14) calendar days in advance to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, or Christmas Day. Such request must be pre-approved by management prior to the employee being able to work on such holiday(s).

6. Corrections Specialty Assignment Personnel: Employees whose normal work schedule would ordinarily include a holiday shall be given the option of working the regular shift on said holiday with the exception of Thanksgiving and Christmas. Management may require employees to work Thanksgiving and Christmas based on operating needs.
7. Corrections Officers: If the decision is made to go to minimum staffing on a designated holiday, the least senior employee on the affected shift will be required to take the holiday off if no other employee on that shift volunteers.

E. Holiday Use Restrictions

1. It shall be understood between the parties that schedules shall not be adjusted in order to avoid overtime compensation or to allow employees to pool hours in their holiday bank.
2. It is also understood that holiday hours may only be withdrawn for purposes of receiving compensation for holidays on which the employee does not work, including time taken pursuant to Section 17.2(C).
3. Further, employees may not schedule holiday(s) off prior to having earned the holiday(s) as defined in Section 17.2.A.1 – Eligibility. In essence, although the holiday hours for the year are placed in the employee’s leave bank at the beginning of the year, employees may not schedule to take a holiday day(s) off except to make up for a holiday day(s) previously worked. Employees may, however, use supplemental hours from a holiday not yet earned if it is necessary in order for an employee to have a full “day” off.

F. Cash Out

1. Employees must submit their written holiday leave cash out requests no later than November 20<sup>th</sup> of each year. As of November 20<sup>th</sup> of each year, employees may reserve up to fifty (50) holiday leave hours in addition to any pre-approved holiday leave hours. All holiday leave hours above that amount will be cashed out by the City on the December 5<sup>th</sup> paycheck.
2. Any remaining holiday leave hours will be carried over to the next year.

**ARTICLE 18 – ANNUAL LEAVE**

**Section 18.1 – Annual Leave Accrual**

Regular full time bargaining unit members shall receive annual leave benefits in accordance with the following schedule:

<u>COMPLETION OF:</u>	<u>ANNUAL VACATION HOURS</u>	<u>MONTHLY VACATION HOURS</u>
1 year	96 hours	8 hours
2-4 years	104 hours	8.67 hours
5 years	120 hours	10 hours
6-7 years	128 hours	10.67 hours
8-9 years	136 hours	11.33 hours
10 years	144 hours	12 hours
11-14 years	152 hours	12.67 hours
15th year	168 hours	14 hours
16-19 years	176 hours	14.67 hours
20-22 years	184 hours	15.33 hours
23-25 years	192 hours	16 hours
25+ years	198 hours	16.5 hours

Regular part-time bargaining unit members' annual leave accrual shall be pro-rated based on the regular full time schedule in accordance with the percent of full time compensated. At no time will such accrual exceed the full time rates above.

### **Section 18.2 – Maximum Leave Accrual**

Employees can maintain 240 hours of annual leave. Employees may exceed the 240 hour threshold during a calendar year, but shall be at or below this limit as of December 31 of each year. Compensatory and Holiday accumulation and use are considered separate from annual leave accrual and use. The City will allow scheduling of annual leave so as to maximize the opportunity for employees to utilize annual leave so they may comply with the 240 hour accrual limit. Employees may request a carryover of annual leave hours in excess of the 240 hours maximum by submitting a written request to the Human Resources Director stating the extenuating circumstances under which such request is made. Carryover requests shall be reviewed and approved on a case-by-case basis.

### **Section 18.3 – Scheduling Annual Leave**

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

#### **A. Non-Civil Service**

Annual leave schedule conflicts over three (3) months in advance shall be governed by seniority. If the same conflict over the same leave time occurs in a following year, the less senior employee shall receive the leave. A conflict shall be defined as the same individuals requesting the same dates (based on holidays or events) in two consecutive years. Annual leave scheduling of less than three (3) months notice shall be on a first come basis. Barring extenuating circumstances, written leave requests from employees shall be responded to with an approval or denial within ten (10) working days. The ten (10) working days shall include the day in which the approving manager/designee receives the request.

#### **B. Civil Service**

If two or more employees request annual leave for the same dates, and it is not feasible to allow those employees to take leave during the same period, then preference shall be granted on the basis of seniority, provided the employees submitted their requests between January 1 and January 31 of the affected year. Requests submitted after January 31 will be recognized by date and not subject to seniority. Requests submitted prior to January 1 will be superseded by those requests which are submitted between January 1 and January 31.

Annual leave scheduling for personnel shall not be contingent upon leave scheduling for personnel from other bargaining units.

## **ARTICLE 19 – SICK LEAVE**

### **Section 19.1 – Sick Leave Accrual**

Regular full-time employees will accrue eight (8) hours of sick leave for each continuous month of service.

Regular part-time employees' sick leave accrual will be pro-rated based upon the total hours compensated each month. At no time will such accrual exceed the full time rate above.

Sick leave is accrued according to completed months of continuous service with the City. This is calculated from the date of employment (hire date) or rehire, whichever is later.

Sick leave must be accrued before it can be used. The maximum number of accumulated sick leave hours that may be carried over to a subsequent year is 1,040. All accrued sick leave above 1,040 hours as of December 31st of each year shall be deleted.

### **Section 19.2 – Use of Sick Leave**

Accumulated sick leave credits may be used for the following purposes only:

- A. Illness or injury of an employee. This includes leave taken for treatment through the Employee Assistance Program.
- B. Illness or injury of a member of the employee's immediate family, as defined in Article 21, or as provided by either State or Federal law.
- C. Death in family/funeral leave. Sick leave may be used to cover time away from work as a result of a death in the employee's immediate family or to attend a funeral, as set forth in Article 21 of this agreement.
- D. Medical or dental appointments for the employee or a member of the employee's immediate family, as defined in Article 21, which cannot be scheduled at times other than during working hours.
- E. Disability of the employee due to pregnancy and/or childbirth.
- F. As otherwise provided for by State or Federal law including Family Medical Leave Act ("FMLA") qualified serious health conditions of the employee, which prevents the employee from performing the essential functions of their position.

### **Section 19.3 – Prompt Notification**

Employees incapacitated by illness or injury shall notify their immediate supervisor within one (1) hour of their scheduled starting time, barring extenuating circumstances. Police Department employees assigned to shift work who are incapacitated by illness or injury shall notify an on-duty supervisor in their unit at least one (1) hour before the start of their shift. If there is no supervisor working, the employee shall advise an on-duty co-worker in their unit. Failure to do so may result in loss of paid sick leave for that day. During periods of extended illness, employees shall keep their supervisors informed as to their progress and potential date of return to work.

### **Section 19.4 – Sick Leave Abuse**

Abuse of sick leave shall be grounds for discipline. An employee's ability to work regularly and as scheduled is a requirement for continued employment. The City has the right to take corrective action to deal with abuse of sick leave.

**Section 19.5 – Conditions Not Covered**

Employees shall not be eligible for sick leave when:

- A. Suspended or on leave without pay and when laid off or on other non-pay status;
- B. Off work on a holiday unless regularly scheduled to work the holiday; or
- C. While on vacation, unless the employee submits a doctor’s certification of illness or injury of the employee or an immediate family member. The certification must state the full nature of the illness or injury.

**Section 19.6 – Physician’s Statement**

Employees who are absent four (4) or more consecutive days due to illness or injury may be required by their supervisor/manager, upon returning to work, to submit a statement from a physician stating the reason for the absence. This physician statement shall be submitted to the Human Resources Department, which will then provide necessary coordination with or information to the employee’s supervisor/manager.

This section is not intended to require physician’s statements for all absences of four (4) days or more.

A physician’s statement may also be required by a supervisor/manager for absences less than four (4) consecutive days where sick leave abuse is suspected and has been previously discussed with the employee and the employee has received written documentation of the discussion.

**Section 19.7 – Wellness Program**

The City agrees to maintain a wellness program to educate and encourage healthy lifestyles among bargaining unit members and allow participation during normal working hours where such participation does not adversely affect the operation of the department.

**Section 19.8 – Sick Leave Incentive Program**

In order to provide an incentive for using sick leave only as necessary, members of the unit 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>
0 - 239	No incentive
240 - 479	8 hours base pay
480 - 719	16 hours base pay
720 - 959	24 hours base pay
960 - 1039	32 hours base pay
1,040 (at year end)	40 hours base pay

Incentive pay will be granted in January of the following year. Employees will have cash incentive added to their paycheck. For purposes of determining eligibility to receive incentive pay an employee must have maintained the 240+, 480+, 720+, or 960+ hour

accrual for the entire preceding calendar year. For the top tier, employees must have a final balance of 1,040 on December 31<sup>st</sup> of the preceding calendar year. If an employee falls below one of the designated accrual levels they will not be eligible for the corresponding incentive pay.

### **Section 19.9 – Light Duty**

In the event an employee becomes sick or disabled and cannot perform the major functions of their current position, the employer may allow the AFSCME member to return to work in a light duty status. Light duty will be offered to all employees in a fair and equitable manner.

#### **A. On-the-Job Injury**

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 attending 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. Light duty status shall not exceed six (6) months without adequate documentation from the injured worker's attending physician. Consideration of an 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 or via email by the employee to the Superintendent/Manager 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. Employee refusal of a light duty work assignment will be handled in accordance with applicable Labor & Industries protocol, which may result in discontinuation of time loss payments.

#### **B. Off-Duty Illness or Injury-Reasonable Accommodations**

In accordance with the American with Disabilities Act (ADA), a reasonable accommodation, in the form of temporary light duty, may be considered when an employee is, by reason of an ADA accepted physical or mental disability, temporarily unable to perform the essential functions of his or her position.

1. In the event that light duty is determined to be a reasonable accommodation, the light duty accommodation shall be defined in a light duty short term position description written to expressly reflect the duties to be temporarily performed by the employee with a disability.
2. From time to time, the employee's physical or mental condition and newly assigned light duties may be reevaluated by the City in accordance with the ADA.
3. Light duty status under this section shall generally not exceed six (6) months; provided, a longer light duty period may be considered if there is a medical

prognosis that the employee will be permitted to return to full employment in a reasonable period of time and such an extension of light duty is determined by the City to be reasonable in accordance with the ADA. In accordance with the ADA, the City may require a second opinion of the employee's condition and prognosis by a physician retained by the City.

4. Nothing in this section shall be interpreted to require the City to provide benefits or accommodations above and beyond those required by the ADA.

### **Section 19.10 – Corrections Officer On-Duty Injury Leave Provision**

Corrections Officers and Sergeants injured on-duty and qualified for "Worker's Compensation" time loss shall have their salary at the time of injury maintained for a period not to exceed three (3) months. This shall be accomplished through a combination of "Worker's Compensation" time loss payments and the balance supplemented by the City. During this three-month workers compensation supplemental pay period, the employee shall continue to accrue annual leave and sick leave benefits. The three (3) months worker's compensation supplemental pay by the City shall be interpreted as three (3) months per consecutive time loss period (unless an exception is granted by the Human Resources Director), or three (3) months of supplemental pay per qualifying injury/illness, whichever is less.

Interpretations of and/or exceptions to the three (3) 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 three (3) 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 three (3) months per consecutive time loss period to three (3) 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) three (3) 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 three-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 worker's compensation disability period, the City shall continue to provide insurance benefits as outlined in Article 18 as long as the employee is still an active employee with the City. The employee shall be responsible for their portion of these benefit premiums.

## **ARTICLE 20 – JURY DUTY AND COURT APPEARANCES**

### **Section 20.1 – Jury Duty and Court Appearances**

Leaves of absence will be granted to those who are compelled to attend court as a result of their employment with the City (unless the employee is litigating with the City) or being called to serve jury duty. Those employees who are subpoenaed as independent witnesses for cases in which they are not a party in the action will also be granted leave of absence. Eligible employees will be compensated by the City during their period of service. Employees who are required to appear in court for personal matters are not eligible under this article and must request annual leave or leave without pay. Full time employees will receive full compensation while on approved leave for their period of services. Part-time employees with benefits on approved leave will receive compensation for hours they would have "normally" worked.

Upon receiving the sum paid for jury service, or witness fee, the employee shall submit the warrant, or its equivalent to the City for City compensated court leave. Compensation received for such service during hours normally worked must be assigned to the City of Kent.

### **Section 20.2 – Job-Related Court Appearance**

In the event that job-related court appearances are required, the City shall attempt, wherever possible, to schedule such appearances during an employee's regular duty shift, rather than on furlough days. The City will make every effort to notify employees who are placed on a potential witness list.

Such appearances outside of the regular duty schedule shall be compensated for as follows:

#### **A. Shift Other than Grave**

Employees will receive pay at the overtime rate for court appearance time outside of regular duty hours, provided, however, each employee required to report for court appearances shall receive a minimum of three (3) hours pay at the overtime rate, for separate court appearances in accordance with Section C below. Court appearances which are consecutively annexed to the beginning or end of an employee's regular duty shift shall be treated as regular overtime.

#### **B. Grave Shift**

Employees who are assigned to the “grave” shift will receive pay at the overtime rate for court appearance time outside of regular duty hours, provided, however, each employee required to report for court appearances following their regular duty shift shall receive a minimum of four (4) hours pay at the overtime rate, for separate court appearances in accordance with Section C below. Court appearances which are consecutively annexed to the beginning or end of an employee’s regular duty shift shall be treated as regular overtime and shall not be subject to the provisions of (A) and (B) above.

C. Pyramiding

Pyramiding of court appearances is prohibited. There will be a maximum of one (1) minimum guarantee in the morning and one (1) minimum guarantee in the afternoon. Continuance of a morning appearance into the afternoon shall not constitute a separate court appearance.

D. Standby Time for Court Appearance

Employees who are required by the court or the City to “standby” for possible court appearance, while off duty or on furlough days off, will receive one (1) hour compensation at the regular time rate for each two (2) hours or portion of assigned standby time. Standby time must be pre-authorized and logged by the City and have a starting time and ending time.

**ARTICLE 21 – BEREAVEMENT LEAVE**

**Section 21.1 – Use of Bereavement Leave**

Members of the bargaining unit are eligible to receive three (3) days bereavement leave with pay for death of an immediate family member. For purposes of making necessary arrangements, etc., said days are not required to be consecutive.

Members of the bargaining unit may be eligible to receive up to one (1) day of paid bereavement leave to attend the funeral service(s) for a co-worker. Employees must receive their supervisor’s approval prior to attending such funeral service(s) to ensure the operations of the City shall not be interrupted. For a former co-worker’s funeral service(s), refer to Section 21.3 for leave use for a close friend.

**Section 21.2 – Immediate Family**

Immediate family shall be defined the following:

1. Employee’s legal spouse or significant other
2. State-registered domestic partner, as defined by RCW 26.60.030
3. Parents (step and in-laws also)
4. Siblings (step and in-laws also)
5. Children (step and foster also)
6. Grandparents (in-laws also)
7. Grandchildren (step also)

Other members or non-members of the employee's family could be considered immediate family as a result of special circumstances (example an aunt or uncle with whom an employee lived, where such a person could have been regarded as a substitute parent). An employee must ask for an exception ruling in order to receive bereavement leave for persons classified in this category. Such request must be submitted to and approved by the Human Resources Director, or designee, and must explain the relationship of the person(s) involved, either as family or non-family member(s).

### **Section 21.3 – Use of Sick Leave to Supplement Bereavement Leave**

In the event that the time required for immediate family bereavement leave is in excess of the allowed leave, sick leave may be taken. A maximum of twenty (20) days sick leave may be granted by the department director or Human Resources Director for this purpose, not to exceed the balance in the employee's sick leave bank. Distance, travel time or other factors will be considered to determine the number of days to be granted.

Members of the bargaining unit may use up to one (1) day of sick leave for the time needed to attend the funeral for death of aunts, uncles, nieces, nephews, cousins and close friends.

If additional time is needed other available leave may be utilized (compensatory time or vacation) subject to approval of the department director or Human Resources Director.

### **ARTICLE 22 – PENSION**

Pension for employees and contributions will be governed by Washington State Statute, however this shall not limit improvements to the retirement benefits by the City and/or the State of Washington.

### **ARTICLE 23 – WORKERS' COMPENSATION PROGRAM**

Employees injured on-duty and who qualify for workers' compensation shall be entitled to such benefits through the City's self-funded program as determined by statute. The City will continue medical/dental, life, and LTD insurance contributions on behalf of the injured employee and dependents, if applicable, in an amount not to exceed the City's pre-injury contribution level.

### **ARTICLE 24 – INSURANCE**

#### **Section 24.1 – Medical/Dental/Vision Plans**

Coverage will be available for all regular full time and regular part-time employees (30+ hours per week, or grandfathered employees working 21+ hours per week and 20+ hours per week for job shares) and their eligible dependents.

The plan(s) offered are:

#### **Option 1**

Self-insured \$15 co-pay medical plan administered by Premera Blue Cross  
Self-insured dental plan administered by Delta Dental of Washington

Self-insured vision plan administered by VSP

**Option 2**

HMO medical plan through Kaiser Permanente  
Self-insured dental plan administered by Delta Dental of Washington  
Self-insured vision plan administered by VSP

**Option 3**

Self-insured 80/20 medical plan administered by Premera Blue Cross  
Self-insured dental plan administered by Delta Dental of Washington  
Self-insured vision plan administered by VSP

**Option 4**

Self-insured High Deductible Health Plan (HDHP) administered by Premera Blue Cross linked with an employee Health Savings Account (HSA)  
Self-insured dental plan administered by Delta Dental of Washington  
Self-insured vision plan administered by VSP

Employees who are not in or have not selected Option 1 (\$15 Co-Pay plan) following the close of the open enrollment period for 2014, or those hired after December 31, 2013, will not be able to select option 1 (\$15 Co-Pay plan). However, during the life of the contract the parties may agree to alter the City's \$15 Co-Pay plan to avoid excise tax requirements of the Patient Protection and Affordable Care Act. Should the parties agree on a different health plan for this purpose, employees will be able to elect the revised health plan (Revised "Option 1"), in addition to option 2, 3, or 4.

**Health Savings Account (HSA)**

The Health Savings Account is available to employees enrolled in Option 4 (HDHP) and eligible to contribute to an HSA. Effective 1/1/2020, the City will contribute \$1,500 (front loaded) to an eligible employee's HSA. The front-loaded amount will be paid no later than the January 20<sup>th</sup> payroll check.

The City reserves the right to change carriers/administrators based upon comparable benefits and cost-effectiveness of such a change.

**Section 24.2 – Employee Contribution-Medical/Dental/Vision Coverage**

Eligible employees shall have the option to insure dependents under plans offered, subject to the terms and conditions imposed by the carrier.

Employees shall pay the following premiums based on the option selected:

**Option 1**

Employees shall pay six percent (6%) of the employee portion and fourteen percent (14%) of the dependent(s) portion of the health care insurance premium.

**Option 2**

Employees shall pay six percent (6%) of the employee portion and fourteen percent (14%) of the dependent(s) portion of the health care insurance premium.

**Option 3**

Employees shall pay nothing for the employee portion and two percent (2%) of the dependent(s) portion of the health care insurance premium.

**Option 4**

Employees shall pay nothing for the employee portion and nothing for the dependent(s) portion of the health care insurance premium.

If for any reason Teamster employees pay a lower cumulative employee and dependent premium than outlined above, all members of this bargaining unit shall be covered by the lower cumulative employee and dependent premium schedule.

**Section 24.3 – Retirement Health Savings**

If the Union establishes a Retirement Health Savings program in compliance with IRS regulations the city agrees to administer the payroll deductions and assist in the administration of the plan.

**Section 24.4 – Health Care Committee**

The Union will designate representative(s) to participate in a Health Care Committee, one of which will be the Union’s Staff Representative or designee, for the purpose of negotiating health care plans and plan design. The parties recognize that there will be representation and participation by all Unions on the Committee.

The City agrees to provide the Union at least two (2) weeks in advance of the meeting an agenda outlining the topics which will be discussed.

The parties agree this committee shall not have the ability to alter the collective bargaining agreement or change health and welfare plan costs and/or plan design without a vote of the membership.

**Section 24.5 – Life Insurance**

The City shall pay the entire premium of double indemnity life insurance coverage for each eligible employee in the bargaining unit. The City will determine the manner in which insurance coverage is secured. 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. Imputed income applies to employer paid group life insurance coverage above \$50,000 per current Internal Revenue Service publication.

**Section 24.6 – Long Term Disability Insurance (LTD)**

The City shall pay the entire premium of a long term disability plan for each eligible employee in the bargaining unit. Employees currently self-paying their premium shall be grandfathered with that right. Any employee currently self-paying who subsequently chooses to have the premium paid by the City, shall not have the right to revert to a self-pay status. The LTD plan shall provide for coverage with a 90 day elimination period,

which pays at 66.67% of the monthly pay, subject to the provisions stated in the plan document. The City will determine the manner in which insurance coverage is secured.

## **ARTICLE 25 – EDUCATION, SEMINARS AND CONFERENCES**

### **Section 25.1 – Reimbursement for Training Seminars/Conferences**

Employees will be granted reasonable amounts of time off and full financial reimbursement for attending training programs/seminars/conferences whenever such training is work related and attendance has prior approval of the City.

Employees who conduct authorized, official City business or participate in conferences as official representatives of the City while outside the City shall be reimbursed for authorized expenses and paid their regular wages for participation.

### **Section 25.2 – Special Licenses and Certificates**

The employer shall pay the applicable fees for obtaining or renewing special licenses or certificates, if such is required, or to be maintained as a condition of employment with the City.

No employee shall suffer a loss due to time needed during the work day to obtain special licenses or certificates, required as a condition of employment with the City of Kent. However, employees shall not be compensated for time spent studying for such licenses or certifications.

### **Section 25.3 – Education – General**

The City recognizes the need to encourage and promote educational opportunities for employees, subject to budgetary limitations. The City will reimburse personnel for costs incurred in receiving approved education upon satisfactory completion of such education. Approved education shall be defined as training and/or education that relates to the employee's current position, or education and training that supports the employee's professional growth toward a potential future position within the employee's career path. Nothing in this section shall be interpreted as a guarantee that the costs of training and/or education will be paid or reimbursed, in whole or in part, by the City. Reimbursement for course work and/or a degree program must be preapproved by the employee's department director, the Human Resources Director, and the Chief Administrative Officer.

Eligible costs include:

1. Tuition and class registration;
2. Books; and
3. Associated fees (i.e., lab fees, parking fees, materials).

If an employee is attending an accredited State institution, the employee shall be reimbursed based upon that institution's tuition schedule. If an employee is attending a non-State supported institution, the employee shall be reimbursed on the basis of the University of Washington tuition schedule.

### **Section 25.4 – Reimbursement Requests**

The employee must submit a written request to the Department Head. The request should include:

1. Course list and content;
2. Reason for taking the course and its relatedness to Department business; and
3. Appropriate cost.

Once the education reimbursement request is approved by the Department Head, the cost will be included in the budget, subject to budget mandates. Once approved by the Department Head, the department will make a good faith effort to have the budget approved by the Council. Interim changes shall be considered by the Department Head and acted on only if budget is available.

### **Section 25.5 – Class Attendance**

Employees who wish to attend classes offered by schools, colleges, universities, or other training organizations must do so during their off-hours. If the job related courses are not offered during off-hours, an employee may be granted time off with pay while attending such courses. 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 25.6 – Reimbursement for Education/Training**

If reimbursement is available through outside grant funds, or any other potential source, then reimbursement shall be through that source. (G.I. benefits and student loans shall not be considered outside funds for purposes of this section.)

Upon completion of approved training, 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.

Paid receipts for training costs must accompany the request for reimbursement. The City will reimburse the employee for only those costs that have been approved and for which paid receipts are attached to the reimbursement request.

Employees requesting reimbursement must submit the request, with 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.

As a condition of the reimbursement, an employee who accepts an education/training reimbursement agrees to repay the City the amount of the reimbursement received if he or she voluntarily separates employment from the City within twenty-four (24) months after completion of the course(s) for which reimbursement is received.

To qualify for training and education reimbursements, the employee must be in good standing unless the training or education is a requirement of the employee's corrective action plan. This means the employee cannot be under current discipline. "Current discipline" shall be interpreted as three (3) years for a written reprimand, and five (5) years for a suspension or demotion. The timeline shall apply from the date of the discipline. If the preapproved course(s) have commenced prior to the disciplinary action, such course(s) will continue to be honored by the City for reimbursement if the employee successfully completes the course(s). Pre-approved course(s) which have not commenced will be reevaluated if the employee receives discipline of a written reprimand or greater.

## **ARTICLE 26 – LABOR MANAGEMENT MEETINGS**

The City and the Union agree that a need exists for cooperation between labor and management. To accomplish this end, the City and the Union agree that Labor-Management meetings shall be conducted for that purpose. Said meetings shall occur as needed and agreed to by both parties for the purpose of discussing and facilitating the resolution of problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. Meetings may be suspended by agreement of both parties.

## **ARTICLE 27 – HEALTH AND SAFETY**

### **Section 27.1 – Working Conditions**

All work shall be done in a competent and professional manner, and in accordance with State, Federal and City Safety Codes and with ordinances and rules relating to this subject.

It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment, or when the facilities and services are not being maintained in a reasonably sanitary condition. If an employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall inform his/her manager who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be shut down.

A grievance involving an alleged violation of this Article may be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

### **Section 27.2 – Uniforms and Safety Gear**

#### **A. Uniforms**

The City shall provide uniforms, at no cost to the employee, or a uniform allowance, for those employees who are required to wear them as part of their employment as follows:

Code Enforcement Officers and Inspectors: The City will provide three (3) jackets, or two (2) jackets and one (1) pair of coveralls for work purposes, to be replaced every three years, or sooner as determined necessary by the Manager.

Corrections Officers and Sergeants: The City will provide uniforms, and alterations, and will continue to be provided per department practice prior to the signing of this contract. The maintenance and cleaning of such uniforms shall be the responsibility of the employee.

Community Education Coordinator and Parking Enforcement Assistant: The City will provide three (3) pair of pants and three (3) uniform shirts (altered as necessary). The maintenance and cleaning of such uniforms shall be the responsibility of the employee.

Police Records Specialists and Police Records Supervisors: The City shall provide an annual uniform allowance on the February 5<sup>th</sup> paycheck for employees in Records Specialist and Records Supervisor positions in Police in the amount of \$450, less applicable taxes as required by the US Internal Revenue Service. Timekeepers shall process uniform allowance requests for eligible employees by the January 30<sup>th</sup> deadline or for eligible new hires throughout the year. New Police Records employees eligible for the uniform allowance will be provided a \$450.00 start-up uniform allowance (in the employee's first paycheck). Each employee shall be provided only one (1) uniform allowance during the employee's probationary period. On the employee's first anniversary, they shall receive a pro-rated portion of the allowance. The pro-rated portion shall be figured on the number of pay periods between their anniversary date (consistent with the process used for step increases) and the end of January of the following year. For example: an employee hired on July 16, 2017, will receive \$450 in their first paycheck and then be eligible for \$225 on July 16, 2018 (12 payperiods @ \$18.75/payperiod); the employee shall then be paid the full amount on the February 5, 2019 paycheck. The maintenance, alteration, and cleaning of such uniforms shall be the responsibility of the employee.

Custodians, Custodial Leads, and Custodial Supervisor,: The City shall provide an annual uniforms allowance on the February 5<sup>th</sup> paycheck in the amount of \$450.00, less applicable taxes as required by the US Internal Revenue Services. Timekeepers shall process uniform allowance requests for eligible employees by the January 30<sup>th</sup> deadline or for eligible new hires throughout the year. On the employee's first anniversary, they shall receive a pro-rated portion of the allowance. The pro-rated portion shall be figured on the number of pay periods between their anniversary date (consistent with the process used for step increases) and the end of January of the following year. For example: an employee hired on July 16, 2017, will receive \$450 in their first paycheck and then be eligible for \$225 on July 16, 2018 (12 payperiods @ \$18.75/payperiod); the employee shall then be paid the full amount on the February 5, 2019 paycheck. Employees will be expected to launder and maintain their own uniforms on their own time. Employees will be allotted two hours per year, on city time, to purchase their uniforms. No overtime shall be incurred as a result of employees purchasing uniforms. The city will determine the uniform options available and will provide a listing of all approved uniform options to include a listing of approved vendors.

Approved uniforms will include, but may not be limited to: Carhartt pants, non-insulated Carhartt overalls, insulated Carhartt overalls/coveralls, blue work pants, t-shirts, tech-shirts, polo shirts, industrial shirts, and hooded sweatshirts. The City will provide two (2) high-image jackets, or similar quality, and one (1) parka to be replaced every three years, or sooner as determined necessary by the Manager.

Employees must be properly attired in accordance with city policy and reasonable rules regarding safety.

Prior to the expiration of the city's current uniform contract with Cintas, the city and union agree to meet to discuss possible changes to the uniform allowance; such changes may include more city provided uniforms and a corresponding reduction in the amount of annual uniform allowance paid to employees.

No employee shall receive more than the specified annual uniform allowance in any given calendar year. A calendar year is defined as January – December.

**B. Safety Boots**

Employees in positions that require wearing W.I.S.H.A. approved safety boots will be reimbursed for up to two (2) pairs of safety boots per year and two (2) pair of insoles per year, not to exceed \$200.00 + tax for each pair of safety boots/insoles.

**C. Safety Gear**

The City will provide the following safety and foul weather gear for those positions requiring such gear pursuant to City, State, or Federal standards:

- Hard Hats
- Rubber Boots
- Rain Gear
- Safety Glasses
- Reflective Vests
- Hearing Protection

In addition to the outlined equipment set forth above, the City agrees to provide at the City's expense at least the minimum safety equipment required under W.I.S.H.A. for affected employees.

**Section 27.3 – Miscellaneous Provisions**

The City shall pay the auto insurance deductible, if any, incurred by an employee who is involved in an automobile accident while driving his/her personal automobile on City business, where such accident is not the fault of the employee and the employee is not cited.

**ARTICLE 28 – NON-DISCRIMINATION**

The City and the Union agree not to discriminate against any employee for exercising his or her legal rights to organize and bargain collectively under the Public Employees Collective Bargaining Act (R.C.W. Chapter 41.56). The City and the Union further agree they shall not discriminate against, or grant preferential treatment to, any employee because of membership or non-membership in the Union, or other employee organization, race, color, creed, religion, age, ethnicity, national origin, sex, sexual orientation, marital status, honorably discharged veteran or military status, the presence of any physical, mental, or sensory disability, the use of a trained dog guide or service animal by a person with a disability, unless based on bona fide occupational qualifications. Furthermore, it is mutually agreed that there shall be no discrimination based on applicable State or Federal laws.

It is mutually agreed that there shall be no sexual harassment. Employees who feel they have been discriminated against or sexually harassed shall be encouraged to use the grievance procedure set forth under this Agreement, as well as, appropriate City policies and procedures regarding Sexual Harassment and Harassment and Discrimination.

#### **ARTICLE 29 – MILITARY LEAVE**

Any employee who is a member of the Washington National Guard, a Federal Military Reserve unit, or any branch of the U.S. military shall be granted paid military leave and benefits as required by Federal and State laws and in accordance with City Policy. An employee who is a qualifying family member of a service member of the military shall be granted leave benefits as required by Federal and State laws and in accordance with City Policy.

Paid military leave of absence days shall be determined on the basis of the number of working days the employee is absent from work. Employees working a non-traditional schedule shall continue such schedule during the period of leave. Military leave shall be in addition to any vacation or compensatory time to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges (including those provided by the **Uniformed Services Employment and Reemployment Rights Acts (USERRA)**), pay, or seniority.

During the period of military leave, the employee shall be compensated, for each day of paid military leave granted, an amount not to exceed the equivalent compensation earned by that employee over their work period.

#### **ARTICLE 30 – PRIORITY OF STATE AND CITY LAWS/SAVINGS CLAUSE**

It is understood and agreed by and between the parties that in negotiations and collective bargaining and in the administration of all matters covered by this Agreement, the parties hereto and the City employees are governed by the provisions of applicable Federal laws, State laws, and City Ordinances. If there is a conflict between any provision of this Agreement and Federal and State law, the appropriate law shall prevail.

If any article of the Agreement or any addendum hereto should be held invalid by operation of law, including any amendment to the Fair Labor Standards Act (F.L.S.A.), 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

addendum 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 31 – TOBACCO FREE WORKPLACE**

The parties agree to abide by the City policy on Smoking and Tobacco Use, policy #7.3, in order to protect and promote the health of employees, and maintain a safe and healthy work environment.

### **ARTICLE 32 – ALCOHOL OR DRUGS IN THE WORKPLACE**

#### **Section 32.1 – Drug Free Workplace**

The City and Union agree that the City of Kent shall be a drug free work place (including work sites outside the City limits). The use of alcohol and/or illegal drugs during working hours, or reporting for work under the influence of either is strictly prohibited and grounds for disciplinary action.

It is expected that an employee will seek appropriate medical help for alcoholism, and/or chemical dependency through the Employee Assistance Program.

#### **Section 32.2 – Drug and Alcohol Testing**

All members of the bargaining unit shall comply with City Policy #2.25 – Substance Abuse, subject to the provisions of this Collective Bargaining Agreement and specifically the provisions of this Article. Random testing, however, shall only apply to those employees required to carry a commercial driver’s license (CDL) as a condition of employment.

#### **Section 32.3 – 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 to deal with a drug or alcohol problem shall not be disciplined 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 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 32.4 – 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 the employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have adequate opportunity to observe these changes.

#### **Section 32.5 – Alcohol Testing**

A breathalyzer or similar equipment 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. If initial testing results are negative (below 0.04 grams per 210 L. of breath), 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. A positive blood alcohol level shall be 0.04 grams per 100 ml of blood. If confirmatory testing results are negative (below 0.04 grams per 100 ml of blood), all samples shall be destroyed and records of testing expunged from the employee's files.

#### **Section 32.6 – Testing Program Costs**

The City shall pay for all costs involving City required 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 32.7 – Rehabilitation Program**

Any employee who tests positive 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 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 may be solely responsible for any costs, not covered by medical benefits/insurance, which arise from this additional counseling or treatment.

### **Section 32.8 – 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 32.9 – 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 32.10 – Union 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 Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

## **ARTICLE 33 – JOB ROTATION**

The City may fill temporary vacancies, which occur and are determined by the City to be appropriate for job rotation, at the same or higher level classification based on the duties and responsibilities assigned by the City to the job rotation position. The City may, at its discretion, post for and fill the job rotation position with any regular employee(s) of the City. If a non-represented employee or an employee from another bargaining unit is selected to fill the vacancy, the City and concerning unions will work out the details of the employee's representation status while filling the job rotation position. Non-represented employees performing union work and union employees performing non-represented work, under this article, will not constitute cause for a unit clarification.

The employee(s) filling the job rotation position shall be compensated at the step in the salary range for the job rotation position as posted, which represents a minimum of five percent (5%) increase from the employee's base position salary, not to exceed the

maximum of the job rotation position's salary range. Such compensation shall begin at the commencement of the job rotation.

The employee selected for job rotation shall be notified of the expected start date and termination date of such rotation including any changes thereof. The job rotation must be approved by the coming and going department directors. Either one of the department directors or the employee may terminate the job rotation prior to the termination date with at least two (2) weeks notice to all parties, unless a shorter notification period is mutually agreed to by the concerning parties.

AFSCME bargaining unit employees selected for job rotation into a position outside the bargaining unit shall continue to be considered part of the bargaining unit (based on their regular position remaining in the bargaining unit). Seniority shall continue to accrue in the employee's regular position and shall not accrue in the position they are rotating into.

Employees in a job rotation shall have full and complete right to their regular position at any time up to and including the date of the end of the job rotation.

#### **ARTICLE 34 – JOB SHARE**

Job share is a form of work in which two people share the responsibilities of one full time position. Job share eligibility is determined by the Department Director and Human Resources Director at the request of the incumbent employee. The job share team is comprised of the primary employee (the incumbent who held the full time position before the job share arrangement was approved) and the secondary employee (the person selected to fill the remaining portion of the position). All job share opportunities shall be posted and filled in accordance with Article 3, Section 3.7 – Position Vacancies. Job share applicants must possess the required skills, knowledge, and ability, as well as the education and experience requirements reflected in the position description.

Both salary and benefits of the shared position shall be pro-rated based on hours of work. Benefits may be divided unequally in accordance with the employees' request and upon the approval of the Human Resources Director and the Union. Job shares are intended to be relatively cost neutral as compared to one employee holding the position. Scheduling of the job share workweek shall be left to the discretion of the immediate supervisor and job share employees. However, approval of any work schedule and/or schedule changes must be granted by the Department Director, or designee. All job share agreements shall be reduced to writing and signed by the City and the Union.

Job share employees of 50% or more of the position shall be eligible for health care benefits and job share employees of less than 50% shall not be eligible for health care benefits. Job share situations involving two employees eligible for health care benefits shall have the health care benefits shared. The basis for this sharing of health care benefits shall be on a total benefit cost for insuring a full family. The corresponding dollar amount shall be split between the employees, based on a mutually agreeable division, and used individually for each employee's selected health care premiums. Job share employees shall be considered regular part-time employees for all reasons not specifically addressed in this Article.

The first three months of the job share shall be considered an evaluation period in which the Department Director, or designee, and job share partners shall evaluate the job share arrangement. Any of the parties may terminate the job share arrangement during this evaluation period. In the event the job share is terminated during the evaluation period, the employee who does not fill the full time position shall have bumping/reversion rights to their previously held position immediately prior to the job share arrangement in accordance with Article 3, Section 3.3 – Personnel Reduction of this Agreement, if that previous position was represented by AFSCME at the time the employee accepted the job share assignment.

After the evaluation period, job share arrangements may be terminated at any time at the request of the Department Director, or designee, or either employee. In the event the job share arrangement is terminated, either as a result of a decision outlined above or by one of the employees leaving the position or the City, the primary employee shall have first right of refusal to resume full time status. If the primary employee decides not to resume full time, the secondary employee shall have the right to fill the full time position. Whichever employee does not fill the full time position shall be considered laid off and shall be afforded all rights of the Layoff provisions except bumping rights. All layoff rights shall not apply to an employee who terminates the Job Share arrangement by separating from City employment.

### **ARTICLE 35 – VOLUNTEERS, INTERNS, AND SUPPORTED EMPLOYMENT PROGRAMS**

The City and the Union recognize that volunteer, intern and/or supported employment programs (including corrections' work crews and the Communities in Schools program) can provide a sense of inclusion, community involvement and require a commitment of time and service. To that end, the City is committed to working in partnership with the Union to build successful volunteer, intern and/or supported employment programs.

A. Volunteer and Intern: The use of volunteers and/or interns will not supplant bargaining unit positions. No bargaining unit member shall be laid off as a result of volunteer and/or intern programs. The use of volunteers and/or interns shall not result in a loss of overtime opportunities for bargaining unit members.

Successful volunteer and intern programs require leadership and coordination with City employees. Leadership opportunities may be made available to the bargaining unit employee(s) so affected. Should a bargaining unit member assume a leadership position over a volunteer or intern program, that member shall receive appropriate compensation for the member's performance of those duties.

The City and the Union will meet in a labor-management forum and come to mutual agreement prior to implementing any new volunteer and intern programs.

B. Supported Employment: The use of supported employees will not supplant bargaining unit positions. No bargaining unit member shall be laid off as a result of the supported employment program. The use of supported employees shall not result in a loss of overtime opportunities for bargaining unit members. The supported employment program will perform no more than a total of 40 hours of work per week citywide.

A successful supported employment program involves communication, education and/or training with the work group prior to hiring an incumbent and an actively involved job coach assisting the incumbent in their daily work.

Except as otherwise provided within this section, supported employees will be treated as variable hour temporary employees under section 1.3 (routinely scheduled for only a few hours each week) and will not be recognized as members of the bargaining unit. The City and the Union agree to meet in Labor Management forum on-going to discuss the program.

## **ARTICLE 36 – CIVIL SERVICE SHIFT BIDDING**

### **Section 36.1 – Police Records Shift Bidding**

#### **Subsection 36.1.1 – Police Records Bid/Assignment Process**

- A. Work assignments for Records Specialists and Record Supervisors shall be determined by a bid system based on seniority in those positions with the Kent Police Department. Except that, in the case of an employee who had a reduction in rank or class, the employee's seniority shall include time spent in the higher rank(s) or class(es). Work assignment, as it relates to the bid process, means a specific set of work days and work hours. (Example: Work Assignment No. 1 = Monday, Tuesday, Wednesday and Thursday from 0700 to 1700 hours.) The City has the sole discretion to determine the days and hours of work assignments as they pertain to the bid process.
- B. The parties mutually agree to continue the four-month bid rotation. Those assignments shall commence the first Sunday in January, May and September.
- C. During their probationary period, Records Supervisors and Records Specialists may be placed in work assignments based on training needs.
- D. Every fourth bid rotation (see Appendix D), priority for work assignment preference shall be reversed so that the least senior personnel shall receive priority for work assignment preference.
- E. The bid processes for each rotation shall occur according to the schedule outlined in Subsection 36.1.2.
- F. Individuals unable to report for work by the start of a new rotation will not participate in the bidding process for that rotation and shall be assigned by the City to a work assignment for that specific rotation.
- G. No early or late work assignment preference bids shall be accepted.
- H. Employees will not be able to participate in the shift bid while on probation except that a probationary employee may bid for a shift that occurs after his/her probationary period will be completed.

- I. The City reserves the right to bar individuals from bidding where required by business necessity.
- J. The City reserves the right to post a re-bid process if there are multiple vacancies that require bid positions to be filled prior to the end of rotation.

Subsection 36.1.2 – Police Records Bid Rotation

Records employees work four-month shift assignments as follows:

- 1. First Rotation – Schedule commences on the first Sunday in January with day shift and shift bidding commences as follows:

October 1 – 6	Police Specialist Supervisor bid is open
October 7 – 28	Police Records Specialist bid is open
October 29	Final schedule is posted

- 2. Second Rotation – Commences on the first Sunday in May with day shift and position bidding commences as follows:

February 1 – 6	Police Specialist Supervisor bid is open
February 7 – 28	Police Records Specialist bid is open
March 1	Final schedule is posted

- 3. Third Rotation – Commences on the first Sunday in September with day shift and position bidding commences as follows:

June 1 – 6	Police Specialist Supervisor bid is open
June 7 – 28	Police Records Specialist bid is open
June 29	Final schedule is posted

**Section 36.2 – Corrections Position Bidding**

Subsection 36.2.1 - Shift Assignments

- A. Shift assignments for Corrections Officers and Corrections Sergeants shall be determined by a bid system based on tenure in those positions with the City of Kent Corrections Facility.
- B. Corrections Officers tenure shall be determined from the date of hire with the City of Kent Corrections Facility. Tenure for Sergeants shall be determined by the time in grade as a regularly appointed Sergeant at the City of Kent Corrections Facility. During the initial probationary period of employment, Corrections Officers are not eligible to bid for shift/days off assignments.
- C. Bids and assignments shall be made every four (4) months. The rotation for bids/assignments shall be implemented on the first Sunday of January, effective with the commencement of the day shift, the first Sunday in May, effecting with the commencement of day shift, and the first Sunday in September, with the commencement of day shift. All assignments shall remain in effect until the next

bid rotation unless it is determined by the City that the Corrections Officer or Sergeant will be reassigned to a non-bid assignment during that period of time. Assignments outside the bid process shall be completed prior to starting the bid process unless the incumbent of the assignment fails to give 30 calendar days notice of intent to leave the assignment prior to the start of the bidding process.

- D. For Corrections Officers and Corrections Sergeants. The first and second bid process shall give priority to the most senior personnel for shift/days off preference. The third process shall result in a reversal of selection, giving first choice in shift/days off preference to least senior personnel.
- E. The bid process shall occur as scheduled. Individuals unable to report for work for at least half of the new rotation will not participate in the bidding process for that rotation and shall be assigned by the City to a work shift for that specific rotation. Employees who are on or will be on leave shall be responsible to provide documentation from person(s) of authority (i.e. doctor, military commander, etc.) certifying that they are expected to return for at least half of the rotation to be eligible to bid for shifts in that rotation.
- F. The City shall determine who is eligible to bid, however, ineligibility will be documented in writing and provided to the affected Corrections Officer or Sergeant.

#### Subsection 36.2.2 - Bid/Assignment Process

The following provisions shall control the process of bidding and assignment in accordance with the above guidelines:

- A. Shift/days off preference shall be selected by the affected employee during the established bidding period. This preference may not be changed by the employee.
- B. No early or late shift preference bids shall be accepted.
- C. Vacant positions that occur after the bid deadline shall be filled by Corrections Officers or Sergeants, as applicable. Those assignments shall continue until the next rotation.
- D. Assignments of all individuals shall be determined by the City.
- E. The position schedule that will be used will be communicated in writing to employees. The affected employee will make their selection in writing. Once the selection is chosen, there will be no changing of their selection.
- F. Corrections Officers will be able to bid for positions that may include two of their previous days off. If an employee selects an invalid/ineligible shift when other option(s) are available, the employee shall move to the end of the bid eligibility list. Sergeants shall not be limited in their bid based on previous days off.
- G. Employees shall complete their bid selection within 24 hours from the initial notification of their individual bid choices.

- H. The attached and appropriate rotation(s) shall be used for the bidding. In the event that there are sixteen (16) Corrections Officer positions, the rotation(s) from the previous contract will be used. However, if less than sixteen (16) Corrections Officers are bidding during the process, the procedures outlined in Subsection 36.2.2 (I) shall apply.
- I. If less than fifteen (15) Corrections Officers are bidding during the process, the City may freeze up to the number of shifts equal to the number of Corrections Officers ineligible to bid (for example: If there are thirteen (13) Corrections Officers bidding, the City may freeze up to two (2) shifts). The frozen shift(s) (day, swing and grave) and the number of each to be frozen shall be noted prior to starting the bid process. The specific positions to be frozen shall be the last positions bid upon for the given shift.

Subsection 36.2.3 – Corrections Bid Rotation

Corrections Officers work four (4) months with assigned shift and days off.

- 1. First Rotation – Schedule commences on the first Sunday in January with day shift and position bidding commences as follows:

September 1 – 6	Sgt.’s position bid is open
September 7 – 28	CO’s position bid is open
September 29	Final schedule is posted

- 2. Second Rotation – Commences on the first Sunday in May with day shift and position bidding commences as follows:

February 1 – 6	Sgt.’s position bid open
February 7 – 28	CO’s position bid is open
March 1	Final schedule posted

- 3. Third Rotation – Commences on the first Sunday in September with day shift and position bidding commences as follows:

June 1 – 6	Sgt.’s position bid open
June 7 – 28	CO’s position bid is open
June 29	Final schedule posted

**ARTICLE 37 – ENTIRE AGREEMENT**

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

The parties agree that this Agreement is their complete Agreement and that all agreements between the parties are merged into this Agreement. No issues negotiated by this Agreement are subject to mandatory negotiation during the term of this Agreement, but they may be modified by mutual agreement in writing.

This agreement constitutes the negotiated agreement between the City and the Union and supersedes any previous agreements or undertakings, whether oral or written, between the parties or between the City and included employees.

**ARTICLE 38 – DURATION**

This Agreement shall become effective on January 1, 2020 and shall remain in full force and effect through December 31, 2022.

**SIGNATURES**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, at Kent, Washington.

CITY OF KENT

WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES UNION, LOCAL  
#2617

BY \_\_\_\_\_  
Dana Ralph  
Mayor

BY \_\_\_\_\_  
Mark Watson  
Staff Representative

BY \_\_\_\_\_  
Teri Smith  
Human Resources Director

BY \_\_\_\_\_  
Sara Wood  
AFSCME President

BY \_\_\_\_\_  
Natalie Winecka  
Deputy Director of HR

BY \_\_\_\_\_  
Alex McDonald  
AFSCME Vice President

BY \_\_\_\_\_  
Brent Ashbaugh  
Labor Relations Manager

BY \_\_\_\_\_  
Mike Armstrong  
Corrections Negotiator

Approved as to form:

BY \_\_\_\_\_  
Pat Fitzpatrick, City Attorney

Attest:

BY \_\_\_\_\_  
Kim Komoto, City Clerk

**APPENDIX A – Salary Ranges as of 1/1/20**

<u>EMPLOYEE CLASSIFICATION</u>	<u>PAY RANGE</u>
Account Representative	AF 24
Accountant	AF 37
Accounting Services Asst III	AF 22
Accounting Technician	AF 25
Administrative Assistant I	AF 23
Administrative Assistant II	AF 27
Administrative Services Supervisor	AF 32
B&O Desk Auditor	AF 37
B&O Tax Auditor	AF 42
Cash & Investment Officer	AF 41
Central Financial Analyst	AF 33
Code Enforcement Officer	AF 35
Combination Building Inspector	AF 36
Community Education Coordinator	AF 34
Contract Specialist	AF 27
Corrections Officer *	AF 29
Corrections Sergeant *	AF 36
Crime Analyst	AF 34
Custodial Lead	AF 20
Custodian	AF 15
Deputy City Clerk	AF 32
Development Permit Technician	AF 27
Development Permit Technician Lead	AF 29
Evidence Custodian	AF 25
Evidence Technician	AF 28
Evidence Technician Supervisor	AF 32
Facilities Services Supervisor	AF 30
Financial Analyst	AF 30
Financial Services Supervisor	AF 32
Graphics Specialist III	AF 31
Lead Combo Building Inspector	AF 38
Lead Plans Examiner	AF 40
Legal Secretary I *	AF 24

<u>EMPLOYEE CLASSIFICATION</u>	<u>PAY RANGE</u>
Multimedia Specialist I	AF 20
Multimedia Specialist II	AF 29
Office Technician III	AF 20
Operations Analyst	AF 30
Parking Enforcement Assistant	AF 19
Payroll Business Analyst	AF 39
Planning Technician	AF 27
Plans Examiner	AF 38
Plans Examiner Supervisor	AF 41
Police Records Specialist	AF 24
Police Specialist Supervisor	AF 32
Printing Technician	AF 20
Printing Media Coordinator	AF 36
Property Services Technician	AF 27
Prosecution Paralegal	AF 30
Public Records Administrator	AF 32
Research & Development Analyst	AF 37
Senior Accountant	AF 41
Senior Financial Analyst	AF 37
Tax Compliance Officer	AF 34
Video Program Coordinator	AF 36
<b>* Target Market Adjustments 7/1/20:</b>	
Corrections Officer	AF 30
Corrections Sergeant	AF 37
<b>*Target Market Adjustments 1/1/21:</b>	
Legal Secretary I	AF 26

### **APPENDIX B - POLICE DEPARTMENT INTERNAL INVESTIGATIVE STANDARDS**

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.

## **Section 1 - Employee Rights**

In an effort to ensure that internal investigations, 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, employees of the Police Department shall be entitled to the processes and provisions as outlined in Chapter 14 of the Kent Police Department policies (updated as of December 2016) in addition to the following protection:

- A. Any employee who is the subject of an investigation shall be informed, in writing, at least twenty four (24) hours before any interview of the following:
  - 1. That the employee is considered a subject of the internal investigation;
  - 2. The nature of the allegation, including a summary of the allegation, as well as the date and location that the alleged conduct 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 disclosure of the identity of the complainant or the victim would jeopardize the safety of the complainant or victim, the identity of the complainant or victim may be withheld;
  - 5. The employee's right to have a Union representative present during the interview as well as an opportunity and facilities to contact and consult with his or her Union representative;
  - 6. The name of the officer(s) or City employees in charge of the investigation and the name of the officer or employee who will conduct the interview. If the person conducting the investigation or interview is not a City employee, then the name of the person who will conduct the interview and his or her place of employment will be provided.
  
- B. Employees placed on paid administrative leave pending an investigation may be placed on Day shift to be available for interviews during normal City business hours.
  
- C. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Whenever practical, interviews shall be scheduled during the normal workday of the City. Interviews shall be completed 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.
  
- D. At the cost of the requesting party and in accordance with Chapter 9.73 RCW, the employee or City may request that an investigative interview be

recorded, either mechanically or by a stenographer. There can 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.

- 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. Employees retain all of their constitutional rights. During an investigation in which an employee has been advised of his or her Garrity rights, 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 against that employee 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.

The Union recognizes the Administration's effort to improve procedures involving complaints against its members. Upon request of either the Union or Police Administration, an annual review meeting of the procedures will be held to ensure they are accomplishing their goals.

## **Section 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.

- 1. In the least intrusive manner as possible, and
  - 2. 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 Union. (In the event the City and the Union do not reach agreement on an appropriate list, the City may select a doctor of its choosing.)

2. Any relevant medical history of the employee which the examining doctor requests shall be released by the employee to the examining doctor.

B. Results of the Evaluation

The doctor will issue a written report to the Employer and the employee. The only information which the doctor may disclose shall be whether the employee is fit or unfit for duty or requires modified work conditions, and the prognosis for recovery. Additionally, where the cause of the unfitness is duty-related, the doctor shall disclose that cause. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will indicate what modifications are necessary and the extent or duration projected of the modification. The doctor will keep all data that has been made available to him or her confidential and not release it to any of the parties except the employee. Modified work conditions may include light duty assignments.

C. Definition

As used in this section, "doctor" refers to a psychologist or psychiatrist.

**APPENDIX C - Health Care Plan & Premiums**

**Effective January 1, 2020**

**2020 Cost of Coverage**  
AFSCME

Medical/ Dental/ Vision	Total Plan Cost Per Month	City of Kent Monthly Cost	Employee Monthly Cost	Employee Cost Per Pay Period (24 pay periods)
<b>Premera – CCP linked with HSA</b>				
Employee Only	\$726.00	\$726.00	\$0.00	\$0.00
Employee + Spouse	\$1,452.00	\$1,452.00	\$0.00	\$0.00
Employee + Child(ren)	\$1,379.00	\$1,379.00	\$0.00	\$0.00
Employee + Family	\$2,107.00	\$2,107.00	\$0.00	\$0.00
<b>Premera – 80/20</b>				
Employee Only	\$810.00	\$810.00	\$0.00	\$0.00
Employee + Spouse	\$1,650.00	\$1,633.00	\$17.00	\$8.50
Employee + Child(ren)	\$1,559.00	\$1,544.00	\$15.00	\$7.50
Employee + Family	\$2,387.00	\$2,355.00	\$32.00	\$16.00
<b>Kaiser Permanente (HMO)</b>				
Employee Only	\$807.72	\$759.72	\$48.00	\$24.00
Employee + Spouse	\$1,791.62	\$1,605.62	\$186.00	\$93.00
Employee + Child(ren)	\$1,620.59	\$1,458.59	\$162.00	\$81.00
Employee + Family	\$2,568.74	\$2,273.74	\$295.00	\$147.50
<b>Premera \$15 Copay - Plan Closed</b> Available only to employees currently enrolled in the plan.				
Employee Only	\$915.00	\$860.00	\$55.00	\$27.50
Employee + Spouse	\$1,859.00	\$1,672.00	\$187.00	\$93.50
Employee + Child(ren)	\$1,756.00	\$1,583.00	\$173.00	\$86.50
Employee + Family	\$2,687.00	\$2,384.00	\$303.00	\$151.50

**APPENDIX D - Police Records Shift Bid**

Year	Month	Month	Month
2019	January-April	May-August	September-December*
2020	January-April	May-August	September-December
2021	January-April*	May-August	September-December
2022	January-April	May-August*	September-December
2023	January-April	May-August	September-December*
2024	January-April	May-August	September-December

\*highlighted months are the "Junior Bid" that occur every four bids

**APPENDIX E - CORRECTIONS BID ROTATION**

**Rotation 1**

Staff	Slot #	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Employee Name
C/Sgt	1		D	D	D	D			
C/Sgt	2	D	S				D	D	
C/Sgt	3			S	S	S	S		
C/Sgt	4	S	G	G	G				
C/Sgt	5	G				G	G	G	
C/Ofc	1			D	D	D	D		
C/Ofc	2		D	D	D	D			
C/Ofc	3	D	D	D	D				
C/Ofc	4	D				D	D	D	
C/Ofc	5	D	D				D	D	
C/Ofc	6				D	D	D	D	
C/Ofc	7	S	S	S				S	
C/Ofc	8			S	S	S	S		
C/Ofc	9	S	S	S				S	
C/Ofc	10	S	S					S	
C/Ofc	11				S	S	S	S	
C/Ofc	12			G	G	G	G		
C/Ofc	13		G	G	G	G			
C/Ofc	14	G	G	G	G				
C/Ofc	15	G				G	G	G	
C/Ofc	16	G	G				G	G	

**Rotation 2**

Staff	Slot #	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Employee Name
C/Sgt	1	D	D	D				D	
C/Sgt	2				D	D	D	S	
C/Sgt	3	S	S	S	S				
C/Sgt	4	G	G				S	G	
C/Sgt	5			G	G	G	G		
C/Ofc	1		D	D	D	D			
C/Ofc	2	D	D	D				D	
C/Ofc	3	D	D				D	D	
C/Ofc	4			D	D	D	D		
C/Ofc	5				D	D	D	D	
C/Ofc	6	D	D	D	D				
C/Ofc	7	S	S	S	S				
C/Ofc	8	S				S	S	S	
C/Ofc	9	S				S	S	S	
C/Ofc	10				S	S	S	S	
C/Ofc	11		S	S	S	S			
C/Ofc	12	G	G	G	G				
C/Ofc	13	G	G	G				G	
C/Ofc	14	G	G				G	G	
C/Ofc	15			G	G	G	G		
C/Ofc	16				G	G	G	G	

### Rotation 3

Staff	Slot #	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Employee Name
C/Sgt	1	D				D	D	D	
C/Sgt	2		D	D	D	S			
C/Sgt	3	S	S				S	S	
C/Sgt	4				S	G	G	G	
C/Sgt	5	G	G	G	G				
<hr/>									
C/Ofc	1	D	D				D	D	
C/Ofc	2	D				D	D	D	
C/Ofc	3			D	D	D	D		
C/Ofc	4	D	D	D	D				
C/Ofc	5		D	D	D	D			
C/Ofc	6				D	D	D	D	
<hr/>									
C/Ofc	7	S	S	S				S	
C/Ofc	8				S	S	S		
C/Ofc	9			S	S	S	S		
C/Ofc	10	S	S	S	S				
C/Ofc	11	S	S	S				S	
<hr/>									
C/Ofc	12	G	G				G	G	
C/Ofc	13	G				G	G	G	
C/Ofc	14				G	G	G	G	
C/Ofc	15	G	G	G	G				
C/Ofc	16		G	G	G	G			

### Rotation 4

Staff	Slot #	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Employee Name
C/Sgt	1			D	D	D	D		
C/Sgt	2	D	D	S				D	
C/Sgt	3				S	S	S	S	
C/Sgt	4		S	G	G	G			
C/Sgt	5	G	G				G	G	
<hr/>									
C/Ofc	1				D	D	D	D	
C/Ofc	2			D	D	D	D		
C/Ofc	3		D	D	D	D			
C/Ofc	4	D	D					D	
C/Ofc	5	D	D	D				D	
C/Ofc	6	D	D	D	D				
<hr/>									
C/Ofc	7	S				S	S	S	
C/Ofc	8		S	S	S	S			
C/Ofc	9	S	S	S	S				
C/Ofc	10	S	S				S	S	
C/Ofc	11	S				S	S	S	
<hr/>									
C/Ofc	12				G	G	G	G	
C/Ofc	13			G	G	G	G		
C/Ofc	14		G	G	G	G			
C/Ofc	15	G	G				G	G	
C/Ofc	16	G	G	G				G	

**Rotation 5**

Staff	Slot #	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Employee Name
C/Sgt	1	D	D	D	D				
C/Sgt	2	S				D	D	D	
C/Sgt	3		S	S	S	S			
C/Sgt	4	G	G	G				S	
C/Sgt	5				G	G	G	G	
<hr/>									
C/Ofc	1			D	D	D	D		
C/Ofc	2		D	D	D	D			
C/Ofc	3	D	D	D				D	
C/Ofc	4				D	D	D	D	
C/Ofc	5	D	D				D	D	
C/Ofc	6	D	D	D	D				
<hr/>									
C/Ofc	7			S	S	S	S		
C/Ofc	8	S	S	S	S				
C/Ofc	9	S	S				S	S	
C/Ofc	10	S				S	S	S	
C/Ofc	11				S	S	S	S	
<hr/>									
C/Ofc	12		G	G	G	G			
C/Ofc	13	G	G	G	G				
C/Ofc	14	G	G	G				G	
C/Ofc	15				G	G	G	G	
C/Ofc	16	G				G	G	G	

**APPENDIX F – Corrections Staffing**

The City will conduct a staffing analysis of the City of Kent Corrections Facility during the life of this contract. The City will have a discussion with AFSCME Corrections negotiators regarding the findings of the staffing analysis. Both sides understand that regardless of the findings of the survey, staffing adjustments continue to be subject to budgetary constraints.