

APR 24 2019

Human Resources  
City of Kent

**MEMORANDUM OF AGREEMENT**  
By And Between The  
**CITY OF KENT**  
and  
**KENT POLICE OFFICERS ASSOCIATION**  
Representing the  
**POLICE SERGEANTS AND OFFICERS**

**Regarding**

**Article 7 - Holidays**

This Memorandum of Agreement ("MOA") is entered into by and between the City of Kent ("the City") and the Kent Police Officers Association, representing the Police Sergeants and Officers' bargaining unit (referred to herein as "KPOA"), to amend Article 7 of the collective bargaining agreement ("CBA").

**Background**

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

Article 7 of the parties' CBA states that the floating holiday shall be purchased by the City and is not eligible to be used as leave. This method of purchasing the floating holiday has caused issues with wage and hour reporting to the state Department of Retirement Systems. To help mitigate these unintended impacts, the City and KPOA have agreed to the following amendment to the parties' CBA.

**Agreement**

The parties agree as follows:

1. Section 7.1 of the CBA is amended as follows:

**Section 7.1 Holidays Observed**

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

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day

8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas
11. ~~\*Floating Holiday~~ Personal Holiday

Those employees whose job classification requires the traditional work schedule Monday through Friday (see Section 7.2.H) will observe the holiday the same as non-represented employees of the City. Memorial Day shall be observed on the last Monday of May for all employees of the bargaining unit. Employees who do not work the traditional work schedule (see Section 7.2.H) will observe the remaining holidays on the actual day of the holiday.

~~\*Purchased holiday~~

2. Section 7.2.B. of the CBA is amended as follows:

### **Section 7.2. Holiday Compensation**

...

- B. ~~The individual floating holiday will be purchased. The City will issue a holiday check to all qualified members of the bargaining unit on or about December 1 of each year for the holiday purchased. Each calendar year, ten (10) hours of personal holiday will be deposited into each employee's personal holiday bank and available for use, with management approval, on or after January 1<sup>st</sup> and prior to December 1<sup>st</sup> of that same year. The personal holiday hours will be awarded to new hires upon their dates of hire. Any unused hours remaining in an employee's personal holiday bank as of December 1<sup>st</sup>, will cash out automatically on the paycheck an employee receives for the pay period that includes the December 1<sup>st</sup> date.~~

The remaining one hundred (100) hours will be deposited into the employee's holiday bank and available on January 1<sup>st</sup>.

Members working less than a full calendar year will receive such holiday compensation in a proportion equal to their employment during the calendar year. If an employee wishes to take a holiday off, he/she shall be authorized to use the following leave types: holiday leave bank, personal holiday, comp time or vacation.

Those employees who wish to receive pay for their unused holidays, in addition to the ~~purchased~~ personal holiday, will have the option of receiving this pay on an annual basis and such pay shall be included with the annual "holiday buy-out" check.

Those employees who exercise this option shall submit their request in writing to the Chief of Police no later than November 15th each year.

Those employees who do not wish to receive pay for their unused holidays may retain them in their holiday leave bank. With the exception of personal holiday hours, employees may carry over their unused holidays into subsequent calendar years until they reach the maximum holiday accrual limit. The maximum holiday accrual limit shall be 220 hours. All hours above 220 shall be cashed out automatically throughout the calendar year. This provision does not prohibit carryover of holiday hours beyond the maximum accrual limit when exceptional circumstances exist. Carryovers can only occur when requested by employees in writing and when approval is granted by the Police Chief and/or the Human Resources Director. Approval of carryover above the maximum accrual limit is done on a case-by-case basis and does not serve as precedent for any subsequent requests.

3. All other language of the CBA shall remain in full force and effect and shall not be altered by this MOA.
4. This MOA was prepared and/or reviewed by both parties. In the event of an ambiguity in any term of this MOA, it shall be interpreted evenly, and not against the drafter of the MOA. The principle of *contra proferentem* shall not apply.

By signing below, the parties agree that the above represents the parties' full and entire agreement with respect to the subject matter of this MOA, and this MOA shall be deemed executed and effective as of this 23 day of April 2019.

**FOR THE CITY:**

Dana Ralph 4/23/19  
Dana Ralph Date  
Mayor

Natalie Winecka 4/15/19  
Natalie Winecka Date  
Interim Human Resources Director

Brent Ashbaugh 4/8/19  
Brent Ashbaugh Date  
Labor Relations Manager

**APPROVED AS TO FORM**

Tammy White Date  
Deputy City Attorney

**FOR KPOA:**

Matt Stansfield 4/5/19  
Matt Stansfield Date  
KPOA President

Wayne Graff 4/5/19  
Wayne Graff Date  
KPOA Vice President



Kim Komoto  
City Clerk

Date