

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

Regarding

Section 17.13 Instructor Pay

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 Section 17.13 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.

Section 17.13 of the parties' CBA identifies those assignments within the Kent Police Department whose officers will receive additional instructor pay each month in recognition of the training hours or certifications required for those officers to maintain their instructor eligibility. Questions have arisen regarding which officers qualify for instructor pay and the qualifications officers must possess to receive this pay.

The parties have negotiated a clarification of this language, and this MOA formally amends the CBA to clarify Section 17.13.

Agreement

The parties agree as follows:

1. Section 17.13 of the CBA is amended as follows:

Section 17.13. 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. Assignments eligible to receive instructor pay include without limitation the following:

1. Firearms Instructor(s);
2. Defensive Tactics Instructor(s);
4. Emergency Vehicle Operations Course Instructor(s); and
5. Drug Recognition Expert/Field Sobriety Testing Expert(s).

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 KPOA representatives to maintain a current and relative list.

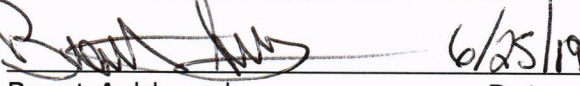
2. All other language of the CBA shall remain in full force and effect and shall not be altered by this MOA.
3. This MOA was prepared and/or reviewed by both parties. In the event of an ambiguity in any term of this MOA, it shall be interpreted evenly, and not against the drafter of the MOA. The principle 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 _____ day of June 2019.

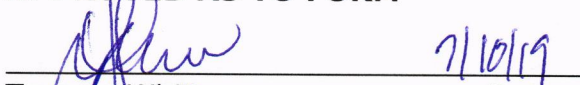
FOR THE CITY:

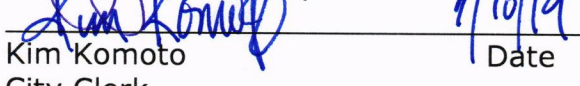

 Dana Ralph
 Mayor


 Natalie Winecka
 Interim Human Resources Director



 Brent Ashbaugh
 Labor Relations Manager


APPROVED AS TO FORM


 Tammy White
 Deputy City Attorney


 Kim Komoto
 City Clerk

FOR KPOA:


 Matt Stansfield
 KPOA President


 Wayne Graff
 KPOA Vice President